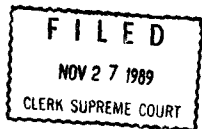


IN THE COURT OF APPEALS OF IOWA

No. 9-465 / 89-139



IN RE THE MARRIAGE OF CURTIS LeROY ALEXANDER AND
VALERI ANN ALEXANDER

Upon the Petition of

CURTIS LeROY ALEXANDER,

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Appellee,

And Concerning

VALERI ANN ALEXANDER,

Appellant.

Appeal from the Iowa District Court for Linn County,
Thomas L. Koehler, Judge.

Respondent-appellant appeals from provisions of the
dissolution decree entered in the district court.

AFFIRMED.

Michael L. Mollman of Mollman, Gruhn & Wertz,
Cedar Rapids, for appellant.

Janice R. McCool of McCool & McCool, Cedar Rapids, for
appellee.

Considered by Schlegel, P.J., and Sackett and Habhab,
JJ.

HABHAB, J.

Appellant, Valeri Ann Alexander, appeals from provisions of the dissolution decree entered in the district court. She contends: 1) the trial court erred in not granting her alimony; and 2) the trial court erred in not directing her husband to pay her health insurance premiums. We affirm.

The parties were married on March 29, 1980. They have no children. Curtis, age 38, has been employed as a computer system analyst for the Cedar Rapids Gazette since 1983. Curtis had earned \$29,340 in wages in 1988 as of November 20, 1988. He is a high school graduate with some post-high school education.

Curtis underwent surgery for a ruptured disk five years ago and has had several health problems since. He has, in addition to continuing back problems, a nonfunctioning bladder, a partially-functioning bowel, and is under medication for ulcers. He also has partial paralysis in both legs.

Valeri, age 35, is not currently employed. Valeri, a high school graduate, last worked for the Cedar Rapids Gazette doing part-time data entry work. Valeri lost this job in August 1988 after failing to appear for work for several days. She has been employed throughout the marriage in a variety of positions. These jobs, however, for the most part, have been part-time positions paying only four to

four-and-half dollars per hour. Valeri has been treated for depression and for a hiatal hernia, ulcers and hypertension. She currently has medical bills of approximately \$100 to \$200 per month. Her health insurance, through the Cedar Rapids Gazette Company, costs \$91 per month with a twenty-percent deductible.

The parties agreed to a property settlement prior to trial. The agreement provided for a lump sum payment of \$1500 to Valeri while Curtis retained his accrued pension and the equity in their homestead. The issues of alimony and health insurance were submitted to the trial court.

The scope of our review is de novo. Iowa R. App. P. 4. We give weight to the fact findings of the trial court, especially when considering the credibility of witnesses, but we are not bound by them. Iowa R. App. P. 14(f)(7). Prior cases have little precedential value. We must base our decision primarily on the particular circumstances of the parties in each case. In re Marriage of Weidner, 338 N.W.2d 351, 356 (Iowa 1983).

Alimony is not an absolute right; an award depends upon the circumstances of each particular case. In re Marriage of Fleener, 247 N.W.2d 219, 220 (Iowa 1976). The discretionary award of alimony is made after considering those factors listed in Iowa Code section 598.21(3). See In re Marriage of Hayne, 334 N.W.2d 347, 350 (Iowa App. 1983).

Upon consideration of those factors, we find the trial court's denial of alimony was proper. In this respect, we are impressed with the following statement by the trial judge:

The Respondent will receive a cash award and one-half of the personal property of the parties. It will not be difficult for her to obtain employment and maintain a standard of living to which she has been accustomed. The division of property contemplated by the stipulation of the parties is fair and equitable in light of the short period of time that the parties were married and, again, the brevity of the marriage must be a consideration with regard to the issues of alimony and health insurance. The Respondent is certainly no more incapacitated than the Petitioner, and the Petitioner's income, as well as his net worth, are not such that he is capable of paying alimony or providing health insurance to the Respondent.

Nor do we believe Curtis should be required to pay her insurance premiums.

AFFIRMED.