IN THE COURT OF APPEALS OF THE STATE OF MISSISSIPPI

NO. 2020-CA-00429-COA

DONALD COLEMAN	**APPELLANT**
v.	
GWENDOLYN COLEMAN	**APPELLEE**

DATE OF JUDGMENT:	03/27/2020
TRIAL JUDGE:	HON. JOSEPH N. STUDDARD
COURT FROM WHICH APPEALED:	CLAY COUNTY CHANCERY COURT
ATTORNEYS FOR APPELLANT:	KRISI ALLEN RONALD WARREN SMITH
ATTORNEY FOR APPELLEE:	ANGELA TURNER FORD
NATURE OF THE CASE:	CIVIL - DOMESTIC RELATIONS
DISPOSITION:	AFFIRMED - 07/20/2021
MOTION FOR REHEARING FILED:	
MANDATE ISSUED:	

BEFORE WILSON, P.J., McCARTY AND SMITH, JJ.

SMITH, J., FOR THE COURT:

¶1. Donald and Gwendolyn Coleman consented to an irreconcilable differences divorce and submitted the issues of equitable division of marital property, alimony, and attorney's fees to the Clay County Chancery Court for determination. On appeal, Donald argues the chancellor erred by (1) improperly applying the *Ferguson* factors[1] for equitable property distribution; (2) denying him alimony without a complete analysis; and (3) denying his attorney's fees without specific findings of fact under the *McKee* factors.[2] Finding no error,

[1] *Ferguson v. Ferguson*, 639 So. 2d 921, 928 (Miss. 1994).

[2] *McKee v. McKee*, 418 So. 2d 764, 767 (Miss. 1982).

we affirm the chancellor's judgment.

FACTS AND PROCEDURAL HISTORY

¶2. Donald and Gwendolyn married on July 6, 1997, and separated in August 2016. No children were born of the marriage. Gwendolyn filed a divorce complaint on November 21, 2017, on the grounds of adultery and habitual cruel and inhuman treatment or, in the alternative, irreconcilable differences. Gwendolyn alleged that Donald had engaged in inappropriate communications and/or relationships with other women as of July 2016. On December 20, 2017, Donald answered and denied that Gwendolyn was entitled to relief. He also counterclaimed and sought a divorce on the grounds of habitual cruel and inhuman treatment; uncondoned adultery and/or desertion; or, in the alternative, irreconcilable differences. Donald requested alimony and attorney's fees in addition to equitable division of the marital property. Ultimately, the parties consented to an irreconcilable differences divorce and submitted the remaining issues of equitable division of the property, alimony, and attorney's fees to the court.

¶3. In 2002, Donald was working as a forklift driver for Bryan Foods when he suffered a work-related injury. He was disabled as a result and has been unemployed since his injury. On Donald's financial statement, his source of income was listed as $1,500 per month in Social Security disability payments. Gwendolyn alleged that he had additional income from selling appliances, cars, and cattle. Donald responded that he sold the cattle he had for a loss and denied selling appliances and cars. From 2004 through 2011, Gwendolyn worked and took classes, eventually obtaining her undergraduate degree and two master's degrees. At the

time of trial, Gwendolyn was employed as a school psychologist for West Point Consolidated School District and earned a net monthly income of $2,781.39.

¶4. Throughout the marriage, Donald acquired multiple lump-sum payments, including disability payments, homeowner's insurance, and lawsuit settlements. Donald testified that he contributed his lump-sum payments to the construction of the marital home, which was built on two acres of land gifted to them by Donald's parents. Gwendolyn testified that she used her paychecks and student loan monies to pay the marital bills and purchase construction materials for their home.

¶5. After their separation, Gwendolyn moved out and purchased her own house while Donald continued to live in the marital home. When Gwendolyn purchased her house, the bank required Donald's name on the initial deed because they were still married. However, Donald quitclaimed his interest to Gwendolyn before the trial and had not assisted in financing the house or contributed to payments associated with it.

¶6. The chancellor determined that the parties' marital assets included the marital home, Gwendolyn's state-government-employee retirement account, both parties' vehicles, Donald's cattle, Gwendolyn's student loan debt, and a lawn mower. According to the chancellor's findings, Donald's separate estate consisted of his Black Farmer's settlement proceeds and any heirship interest he has in 200 acres of family land. The chancellor then found that Gwendolyn's separate estate was comprised of her house and any debt associated with it, and all credit card debt from Bank of America, Capital One, and Home Depot.

¶7. When addressing division of the marital home, the chancellor accepted the market

value as $171,919 and found Donald had a heightened emotional connection to it and a strong desire to continue living in the home. The chancellor assigned each party one-half of the value of equity in the marital home but awarded the marital home to Donald upon his payment to Gwendolyn for her share. The chancellor then split the following assets and awarded each party one-half: Gwendolyn's state-government-employee retirement account; and Donald's contributions from workers' compensation benefits, Black Farmer's settlement proceeds, and family land. The chancellor concluded that the amount Donald owed Gwendolyn for her equity in the marital home, as offset by distribution of the other assets, amounted to $50,959.50.

¶8. Thereafter, the chancellor awarded Donald the five vehicles in his possession, the lawn mower, and the cattle. In addition to her half of the equity in the marital home and Donald's contributions, Gwendolyn received the entirety of her state-government-employee retirement account and the two vehicles in her possession. The chancellor also found that she was to be solely responsible for her student loan debt in the amount of $96,000.

¶9. Subsequently, the chancellor denied Donald's request for alimony from Gwendolyn upon finding that the equitable division of marital property adequately provided for his future needs. The chancellor also denied his request for attorney's fees after determining that Donald failed to show a financial inability to pay.

STANDARD OF REVIEW

¶10. When reviewing property distribution in a divorce case, this Court applies a limited standard. *Poisso v. Poisso*, 300 So. 3d 1067, 1073 (¶22) (Miss. Ct. App. 2020). A chancery

court's findings of fact will not be disturbed "unless the court's actions were manifestly wrong, the court abused its discretion, or the court applied an erroneous legal standard." *Ory v. Ory*, 936 So. 2d 405, 409 (¶7) (Miss. Ct. App. 2006). "[T]he chancellor's division and distribution will be upheld if it is supported by substantial credible evidence." *Poisso*, 300 So. 3d at 1074 (¶22) (citing *Bowen v. Bowen*, 982 So. 2d 385, 393-94 (¶32) (Miss. 2008)). "Alimony awards are also within the sound discretion of the chancellor." *Reynolds v. Reynolds*, 287 So. 3d 1019, 1023 (¶7) (Miss. Ct. App. 2019) (citing *Speed v. Speed*, 757 So. 2d 221, 224 (¶6) (Miss. 2000)). "A trial judge's award of attorneys' fees is reviewed under the abuse of discretion standard, and the award of attorneys' fees must be supported by credible evidence." *McNeese v. McNeese*, 119 So. 3d 264, 274 (¶26) (Miss. 2013).

ANALYSIS

I. Whether the chancellor erred in considering the *Ferguson* factors.

¶11. To divide and distribute property between the parties, the chancellor must "(1) classify the parties' assets as marital or separate, (2) value those assets, and (3) divide the marital assets equitably." *Burnham v. Burnham*, 185 So. 3d 358, 361 (¶12) (Miss. 2015). When dividing the parties' marital assets equitably, the chancellor must consider the *Ferguson* factors. *Carney v. Carney*, 201 So. 3d 432, 440 (¶27) (Miss. 2016). These factors include:

> 1. Substantial contribution to the accumulation of the property. Factors to be considered in determining contribution are as follows:
>
>   a. Direct or indirect economic contribution to the acquisition of the property;
>
>   b. Contribution to the stability and harmony of the marital and

family relationships as measured by quality[, and] quantity of time spent on family duties and duration of the marriage; and

c. Contribution to the education, training[,] or other accomplishment bearing on the earning power of the spouse accumulating the assets.

2. The degree to which each spouse has expended, withdrawn[,] or otherwise disposed of marital assets and any prior distribution of such assets by agreement, decree[,] or otherwise[;]

. . . .

4. The value of assets not ordinarily, absent equitable factors to the contrary, subject to such distribution, such as property brought to the marriage by the parties and property acquired by inheritance or inter vivos gift by or to an individual spouse; [and]

. . . .

7. The needs of the parties for financial security with due regard to the combination of assets, income and earning capacity. . . .

Ferguson, 639 So. 2d at 928.

¶12. Donald alleges the chancellor erred in addressing *Ferguson* factor (1) by failing to give him credit for, or otherwise take into account, $13,000 in fire insurance proceeds that he contributed to the construction of the marital home. Also, Donald claims that by not considering testimony that indicated Gwendolyn had purchased a second home and had depleted marital assets, the chancellor erred in addressing *Ferguson* factor (2). Donald further asserts error because, under factor (4), the chancellor gave him credit for the value of his lot of land, workers' compensation settlement, and Black Farmer's settlement, but did not give him credit for his $13,000 fire insurance settlement. Lastly, Donald argues the chancellor committed reversible error by completely failing to address factor (7).

A. *Ferguson* Factors (1) and (4)

¶13. Donald's contentions regarding factors (1) and (4) arise from the same facts related to the $13,000 fire insurance settlement and are of a similar nature; therefore, our review combines these claims of error. In addressing factor (1), the chancellor found that Donald and Gwendolyn equally contributed to the acquisition of marital property based on evidence showing each had been the primary breadwinner and had supported the marriage with some form of income. As to factor (4), the chancellor found no testimony to substantiate Donald's value of his heirship interest in the 200 acres of land. However, the chancellor did credit him $2,500 for the value of the land he inherited upon which the marital home was built. The chancellor also found his Black Farmer's settlement to be separate property and credited Donald $5,000 for funds contributed to the marital home. The chancellor did not find sufficient proof that Donald's workers' compensation settlement was separate property, but credited him $12,500 for "contributions on an equitable basis."

¶14. When Donald was specifically asked about lump-sum monies contributed to the construction of the marital home, he testified on direct examination as follows:

> [ATTORNEY]: All right. So you testified earlier that there was a $22,000 lump sum that you put into the house. $12,000 that you received from the personal injury lawsuit, and then a $22,000 backpay from Social Security disability, correct?[3]
>
> [DONALD]: Yes.

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[3] The $22,000 lump sum referred to here was related to Donald's employment disability benefits from Bryan Foods. The $12,000 discussed was payment stemming from Donald's disability insurance for his employment injury and acquired through a settlement agreement with Unum Provident.

[ATTORNEY]: And then 4[,000] to 5,000 [dollars] from the [B]lack [F]armer['s] settlement. Is there anything else in terms of large lump sum monies that you put into the house besides just day-to-day and repairing, maintenance, and all that?

[DONALD]: Well, you know, whenever we had a breakdown on the refrigerators or whatever, I'd take, and I'd go to Tradewinds. I didn't never go and buy a new one. I would just repair them, and I couldn't put a dollar on it. I don't know.

Donald had the opportunity to present his $13,000 in proceeds from fire insurance at that point but failed to do so. Instead, he confirmed that the only lump-sum payments he acquired and contributed to the construction of the marital home included monies from his previous employer for disability, workers' compensation, Social Security, and Black Farmer's settlement. Accordingly, we find no abuse of discretion in the chancellor's finding that the testimony and evidence presented failed to warrant giving Donald credit for the $13,000 in fire insurance proceeds.[4]

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[4] Donald also appears to argue that the chancellor's analysis of factor (1)(b) was improper based on a lack of consideration of the positive contributions he made to the marriage. Specifically, he asserts that he supported Gwendolyn physically and emotionally while she pursued higher education, and he contributed to the daily maintenance of the marriage through grocery shopping and cooking. Under factor (1)(b), the chancellor found that evidence from cellphone records showed Donald had inappropriate communications with other women and that Donald was primarily at fault for causing disharmony in the marriage. Donald's assertion is without merit. As the Mississippi Supreme Court has declared, "[w]e assume for divorce purposes that the contributions and efforts of the marital partners, whether economic, domestic or otherwise are of equal value." *Hemsley v. Hemsley*, 639 So. 2d 909, 915 (Miss. 1994). However, the chancellor has discretion to consider "the equities and other relevant facts and circumstances" affecting the fairness of property division. *Selman v. Selman*, 722 So. 2d 547, 552 (¶15) (Miss. 1998). Also, the supreme court has held that "[m]arital misconduct is a viable factor entitled to be given weight by the chancellor when the misconduct places a burden on the stability and harmony of the marital and family relationship." *Lowrey v. Lowrey*, 25 So. 3d 274, 285 (¶26) (Miss. 2009).

B. *Ferguson* Factor (2)

¶15. For *Ferguson* factor (2), the chancellor is to consider the degree to which each spouse has expended, withdrawn or otherwise disposed of marital assets. In the present case, the chancellor found there was no relevant testimony to support an allocation under this factor. Donald claims that the chancellor should have considered testimony that Gwendolyn had purchased and maintained a second home. This Court has explained that "[t]he law in Mississippi is that the date on which assets cease to be marital and become separate assets—what we refer to as the point of demarcation—can be 'either the date of separation (at the earliest) or the date of divorce (at the latest).'" *Randolph v. Randolph*, 199 So. 3d 1282, 1285 (¶9) (Miss. Ct. App. 2016) (quoting *Collins v. Collins*, 112 So. 3d 428, 431-32 (¶9) (Miss. 2013)). Declaring the date and point of demarcation is left to the chancellor's discretion. *Id*.

¶16. In *Aron v. Aron*, 832 So. 2d 1257, 1259 (¶8) (Miss. Ct. App. 2002), this Court explained that "[t]he chancellor has discretion in determining whether acquisitions made in a marriage's dying stages qualify as marital or separate property." The *Aron* Court ultimately held that "[t]he chancellor found that all real property purchased from the date of marriage [to the judgment of divorce] was bought with the couple's commingled money, and therefore marital in character. We find no abuse of discretion." *Id*.

¶17. Here, although the date of demarcation was not specified, the chancellor found that

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Donald's grocery shopping, cooking, and emotional and physical contributions are presumed equal to Gwendolyn's contributions, and it was not error for the chancellor to give weight to Donald's marital misconduct.

"the parties' final separation occurred on or about August 2016," and indicated Donald's and Gwendolyn's assets "cease[d] to be marital and [became] separate assets . . . [from] the date of separation" in August 2016. *Randolph*, 199 So. 3d at 1285 (¶9). After leaving the marital home, Gwendolyn purchased her own house "in [the] marriage's dying stages." *Aron*, 832 So. 2d at 1259 (¶8). Under *Aron*, the chancellor had discretion to determine whether her house was marital or separate property. Therefore, we find no abuse of discretion in the chancellor finding Gwendolyn's house to be separate property.

¶18. Additionally, the chancellor found that "[i]t is undisputed that [Donald] did not assist [Gwendolyn] in financing this home or in making any payments on the debt associated therewith." The record illustrates that Gwendolyn testified on direct examination as follows:

> [ATTORNEY]: How were you able to come into ownership of that property? Did you do that by way of paying cash? Did you get a loan?
>
> [GWENDOLYN]: I took out a loan. My mom gave me money for a down payment, and I took out a loan.
>
> [ATTORNEY]: How much was that down payment?
>
> [GWENDOLYN]: $2,000.
>
> [ATTORNEY]: And when you were able — what was the amount that you recall financing to purchase that property?
>
> [GWENDOLYN]: I believe it was [$]66,000.
>
> [ATTORNEY]: Did you obtain — was Mr. Coleman involved in any way in that closing?
>
> [GWENDOLYN]: Because we were married, they had to put his name on the initial documents. However, he did a quit[claim] deed, and they took his name off of the property.

[ATTORNEY]: Did he — was his income used to help you secure financing?

[GWENDOLYN]: No.

¶19. Unlike in *Aron*, evidence here established that Gwendolyn's house was not bought with commingled money or assets. Further, any payments related to the home after its purchase, such as the mortgage, came from Gwendolyn's separate assets and accumulated after the date the chancellor found that assets ceased being marital. Substantial evidence supports the chancellor's conclusion that Gwendolyn had not expended marital assets to buy her home. Therefore, the chancellor was within his discretion to find there was no testimony regarding *Ferguson* factor (2) and to the disposal of marital assets.

C. *Ferguson* Factor (7)

¶20. In this case, the chancellor made findings of fact specifically referencing *Ferguson* factors one through six, and those findings were based upon substantial credible evidence. *Ferguson* factor (7) relates to "[t]he needs of the parties for financial security with due regard to the combination of assets, income and earning capacity[.]" *Ferguson*, 639 So. 2d at 928. Donald argues the chancellor's failure to explicitly address factor (7) is reversible error.

¶21. This Court has held that "a chancellor's 'failure to make an explicit factor-by-factor *Ferguson* analysis does not necessarily require reversal where we are satisfied that the chancellor considered the relevant facts.'" *Thornton v. Thornton*, 270 So. 3d 186, 193 (¶26) (Miss. Ct. App. 2018) (quoting *Seghini v. Seghini*, 42 So. 3d 635, 641 (¶21) (Miss. Ct. App.

2010)).[5] As stated by the supreme court, "[i]t simply cannot be said that the chancellor was manifestly wrong, clearly erroneous, or applied the wrong legal standard" when "the chancellor [has] applied the correct legal criteria and determined which criteria he considered applicable." *Smith v. Smith*, 994 So. 2d 882, 886 (¶15) (Miss. Ct. App. 2008) (citing *Sproles v. Sproles*, 782 So. 2d 742, 748-49 (¶25) (Miss. 2001)).

¶22. In *Smith*, the appellee argued that the chancellor's failure to specifically enumerate each *Ferguson* factor was evidence that the chancellor had not made the proper findings of fact. *Id*. at (¶14). Although the chancellor had not explicitly addressed the *Ferguson* factors in her findings of fact, the chancellor's ruling had

> identified the property as either marital or separate[,] . . . determined the value of each item and evaluated the contributions that each party made[,] . . . took into account the size of the award that the parties would receive and noted any dissipation of the assets by either party. . . [and] noted any non-monetary attachment that the parties had to the property.

Id. at 887 (¶17). This Court determined that "[u]pon reading the chancellor's bench ruling and the final judgment, it is clear that she did apply the *Ferguson* factors." *Id*. We concluded "that the chancellor was properly guided by the *Ferguson* factors" and "that she took into account the factors that were applicable in evaluating the property and awarding it to either party." *Id*. at (¶18).

¶23. As in *Smith*, the chancellor in this case did not specifically enumerate findings under *Ferguson* factor (7), but the final judgment clearly shows the chancellor considered the needs

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[5] "While the supreme court has determined that these factor tests serve as a check-list in determining their rulings, the court has also said that 'not every case requires consideration of all eight of the *Ferguson* factors.'" *Thornton*, 270 So. 3d at 193 (¶26) (quoting *Owen v. Owen*, 798 So. 2d 394, 399 (¶13) (Miss. 2001)).

and financial security of both Donald and Gwendolyn. The order is replete with examples and findings where the chancellor considered both parties' income, earning capacity, and the combination of assets as it related to their need for financial security.

¶24. Upon reviewing the entirety of the chancellor's final judgment, we find the chancellor has applied the correct legal criteria for addressing factor (7) of *Ferguson*. We cannot say that the chancellor was manifestly wrong, clearly erroneous, or applied the wrong legal standard or abused his discretion by omitting a specific reference to factor (7). Therefore, we find the chancellor properly considered and addressed the *Ferguson* factors in the distribution of Donald and Gwendolyn's marital property and committed no reversible error.

II. Whether the chancellor erred in addressing alimony.

¶25. In deciding the issue of alimony, the chancellor found that Donald "[had] not specifically stated he desired alimony" during the trial on the merits. However, the chancellor further found "that the equitable division of the marital assets adequately provides for [Donald's] future income needs, and therefore denies any request for alimony." Donald's sole contention is that an appropriate determination of alimony could not have been made at the time of trial because the chancellor had not yet completed a full analysis of the *Ferguson* factors.

¶26. "[W]hether to award alimony, and if so, what amount, is left to the chancellor's discretion[,]" but in making a determination for alimony, "the chancellor is to consider the *Armstrong* factors."[6] *Culumber v. Culumber*, 261 So. 3d 1142, 1151 (¶29) (Miss. Ct. App.

[6] *Armstrong v. Armstrong*, 618 So. 2d 1278, 1280 (Miss. 1993).

2018). However, "[s]hould the chancellor determine the division of marital property to be adequate, consistent with *Ferguson*, then there is no need to conduct an *Armstrong* analysis." *Cosentino v. Cosentino*, 912 So. 2d 1130, 1132 (¶10) (Miss. Ct. App. 2005).

¶27. Donald's argument contests the procedural character of the alimony decision applied by the chancellor. In light of our conclusion that the chancellor conducted a proper and complete analysis under the *Ferguson* factors, Donald's claim of error lacks merit. Because the chancellor was within his discretion to find that the equitable division of marital assets adequately provided for Donald's future income needs, "there [was] no need to conduct an *Armstrong* analysis" for alimony. *Id.* We therefore conclude that the chancellor committed no reversible error by denying Donald's request for alimony.

III. Whether the chancellor erred by denying attorney's fees.

¶28. Donald claims the chancellor committed error when ruling on attorney's fees because he ignored testimony related to Donald's inability to pay and failed to make specific factual findings under the *McKee* factors. However, the record clearly shows the chancellor found Donald's testimony insufficient to meet his burden to prove an inability to pay attorney's fees and concluded that Donald was able to pay. The chancellor further found that no direct proof of the reasonableness of Donald's attorney's fees had been offered and therefore denied the request.

¶29. As to the first issue, a review of the record establishes that the only evidence addressing Donald's alleged inability to pay attorney's fees came from Donald's testimony. When asked if he could afford $5,440 for attorney's fees, Donald said, "No, I couldn't."

Nonetheless, the chancellor proceeded to take into consideration Donald's testimony as a whole, including statements related to his income, assets, and debts before concluding he was not entitled to attorney's fees. Therefore, Donald's argument that the chancellor ignored his testimonial evidence is erroneous.

¶30. The crux of the second issue—lack of enumerated findings under the *McKee* factors—is dependent upon distinguishing the applicable standard in this case. A distinction exists between "the standard for determining whether or not attorney's fees should be awarded at all" and the standard for determining "the actual, appropriate amount of those fees to be awarded." *Pacheco v. Pacheco*, 770 So. 2d 1007, 1012 (¶24) (Miss. Ct. App. 2000).

¶31. As the *Pacheco* Court explained, "[i]t is evident by looking at the language of [*McKee*] and of the factors themselves, that these . . . factors are to be considered by the chancellor in determining the particular amount to be awarded, not in deciding whether or not attorney's fees should be awarded at all[.]" *Id*. at 1012 (¶25). "[T]he primary purpose of requiring the trial judge to perform the *McKee* analysis is to ensure that any award of attorney's fees that the judge may order is reasonable and supported by the evidence." *Harbit v. Harbit*, 3 So. 3d 156, 161 (¶18) (Miss. Ct. App. 2009). Thus, "the factors as set out in *McKee* are to be used to determine the appropriate amount of attorney's fees to be awarded, if the decision to award such fees had already been made." *Pacheco*, 770 So. 2d at 1012 (¶18).

¶32. Comparatively, "the general rule as to whether or not awarding attorney's fees is

appropriate . . . [is] largely within the sound discretion of the chancellor." *Id*. at 1012 (¶26); *see also Hankins v. Hankins*, 729 So. 2d 1283, 1286 (¶13) (Miss. 1999) (holding "[a] trial court abuses its discretion by awarding attorney's fees without first finding that the party is unable to pay the fees"). "When awarding attorney's fees, chancellors are instructed to make specific findings regarding the recipient's ability to pay." *Evans v. Evans*, 75 So. 3d 1083, 1089 (¶22) (Miss. Ct. App. 2011). And "where a party is financially able to pay her attorney, an award of attorney's fees [is] not appropriate." *Pacheco*, 770 So. 2d at 1012 (¶26) (internal quotation mark omitted).

¶33. The issue raised here is whether Donald should have been awarded attorney's fees at all; it is not a question of whether an appropriate amount of fees has been awarded. Accordingly, the chancellor was not required to make specific findings of fact under the *McKee* factors unless the chancellor first determined that Donald was financially unable to pay his attorney's fees. As stated in the chancellor's order, the only evidence Donald offered to prove his inability to pay was his testimony that he had to borrow money from his family and take out loans from the bank and had balances to be repaid on each of those debts. However, Donald "provided no documentation, promissory note or otherwise, to support the enforceability of" or even the existence of any of those debts or repayment plans.

¶34. Donald had the burden of proving his inability to pay his attorney's fees, and based on a review of the record, the chancellor clearly concluded that Donald failed to meet his burden. Substantial evidence supports the chancellor's finding that Donald was financially able to pay his attorney and that an award of attorney's fees was inappropriate. Because an

award of attorney's fees was not appropriate, it was unnecessary for the chancellor to consider the particular amount of fees awarded; and thus, any application of the *McKee* factors was unwarranted. We therefore find this argument lacks merit.

CONCLUSION

¶35. Because we find substantial evidence supported the chancellor's findings as to equitable distribution, alimony, and attorney's fees, we affirm the chancellor's judgment.

¶36. **AFFIRMED.**

BARNES, C.J., CARLTON AND WILSON, P.JJ., GREENLEE, WESTBROOKS, McDONALD, LAWRENCE, McCARTY AND EMFINGER, JJ., CONCUR.