

**IN THE COURT OF APPEALS 08/20/96**

**OF THE**

**STATE OF MISSISSIPPI**

**NO. 95-CA-00836 COA**

**WHEELER C. WATSON, JR.**

**APPELLANT**

**v.**

**MABETH GOLSON WATSON**

**APPELLEE**

THIS OPINION IS NOT DESIGNATED FOR PUBLICATION AND  
MAY NOT BE CITED, PURSUANT TO M.R.A.P. 35-B

TRIAL JUDGE: HON. TIMOTHY ERVIN

COURT FROM WHICH APPEALED: CHANCERY COURT OF MONROE COUNTY

ATTORNEY FOR APPELLANT:

ROBERT H. FAULKS

ATTORNEY FOR APPELLEE:

JOHN M. CREEKMORE

NATURE OF THE CASE: DOMESTIC RELATIONS - MODIFICATION

TRIAL COURT DISPOSITION: PETITION FOR REDUCTION OF CHILD SUPPORT AND  
ATTORNEY'S FEES DENIED

BEFORE BRIDGES, P.J., BARBER, AND McMILLIN, JJ.

BRIDGES, P.J., FOR THE COURT:

Wheeler and Mabeth Watson were divorced on the ground of irreconcilable differences in 1992. Citing a material change in circumstances, Mr. Watson petitioned the Chancery Court of Monroe

County for a decrease in his child support obligation and for attorney's fees. The chancery court denied the petition. Mr. Watson appeals arguing that since there has been a material change in circumstances regarding one or more of the interested parties since the 1992 divorce decree, the chancellor should have (1) granted Mr. Watson's petition for decreased child support, and (2) awarded Mr. Watson reasonable attorney's fees. Finding no merit in neither of Mr. Watson's arguments, we affirm the decision of the lower court.

## THE FACTS

Wheeler Watson and Mabeth Watson were married October 7, 1979. Three children were born of the marriage in 1982, 1985, and 1988. The couple was granted a divorce on August 7, 1992, on the ground of irreconcilable differences. The couple agreed pursuant to a property settlement agreement that custody of the three children should be with Mrs. Watson, and that Mr. Watson should pay child support and maintenance in the amount of \$400.00 per month until further order of the court. Mrs. Watson also agreed to maintain medical and dental insurance for the children, while Mr. Watson agreed to cover any medical or dental expenses not covered by that insurance, and to pay any tuition and fees necessary for the children to attend a private school. Mrs. Watson agreed to convey her interest in the homestead to Mr. Watson for \$20,000.00, payable in installments of \$4,000.00 per year. Mr. Watson continues to pay an orthodontist bill at the rate of \$95.00 per month.

Mr. Watson is a farmer by trade, working in a farm partnership called Watson Farm. His adjusted gross income in 1990 was \$19,004.00. It was from this amount that the \$400.00 per month child support was figured. The record reflects steadily increasing monthly income for Mr. Watson during the years 1992-1994. Mr. Watson has remarried and has one daughter from his new marriage. He has incurred additional financial obligations by way of home improvement loans valued at \$18,500.00 and \$14,231.00.

Mrs. Watson is employed by Bryan Foods, where she makes \$24,050.00 per year. Before her recent promotion, she was paid \$18,425.70 per year. Mrs. Watson also owns stock in Sara Lee which is valued at around \$319.00 and a 401K valued at \$277.00 in 1995. Mrs. Watson is not remarried and continues to maintain full custody of her three minor children.

## ARGUMENT AND LAW

I. WHETHER THE CHANCELLOR ERRED IN NOT GRANTING MR. WATSON'S PETITION FOR DECREASED CHILD SUPPORT AND OTHER RELIEF IN LIGHT OF MR. WATSON'S ARGUMENT THAT THERE HAS BEEN A MATERIAL CHANGE IN CIRCUMSTANCES REGARDING ONE OR MORE OF THE INTERESTED PARTIES SINCE THE 1992 DECREE.

Mr. Watson argues on appeal that there has been a material change in circumstances regarding one or more of the interested parties to the 1992 divorce decree. It is for this reason that Mr. Watson feels the chancellor erred by not granting his petition for decreased child support and other relief. The

supreme court accurately summarized the standard of review applied in the area of child support modification saying "[i]n the domestic arena, this [c]ourt will not disturb a chancellor's findings unless manifestly wrong, clearly erroneous, or if an erroneous legal standard was applied." *Setser v. Piazza*, 644 So. 2d 1211, 1215 (Miss. 1994) (citing *McEwen v. McEwen*, 631 So. 2d 821, 823 (Miss. 1994); *Crow v. Crow*, 622 So. 2d 1226, 1228 (Miss. 1993)).

It is well settled that a "[m]odification of child support may be warranted only where there is a showing of an after-arising material change in circumstances regarding one or more of the interested parties, i.e., the father, mother, or child." *Setser*, 644 So. 2d at 1215 (citing *Gregg v. Montgomery*, 587 So. 2d 928, 931 (Miss. 1993)). Furthermore, "[t]he change in circumstances must be one that the parties could not have anticipated at the time of the original decree." *Id.*

Our review of the record reveals no *material* changes in the circumstances of any party to the original 1992 divorce decree. Finding no clear error in the chancellor's order, we affirm.

## II. WHETHER THE CHANCELLOR SHOULD HAVE AWARDED REASONABLE ATTORNEY'S FEES TO EITHER PARTY ON THE PETITION.

"The standard for an award of attorney['s] fees on a motion for modification of support is basically the same as that applied in an original divorce action." *Id.* at 1216. Furthermore, "[t]his Court will not reverse the chancellor on an award of attorney['s] fees unless manifest error is revealed by the record." *Id.* Finding no manifest error, we affirm the chancellor's decision as it relates to attorney's fees.

**THE JUDGMENT OF THE CHANCERY COURT OF MONROE COUNTY IS AFFIRMED.  
ALL COSTS OF THIS APPEAL ARE TAXED TO THE APPELLANT.**

**FRAISER, C.J., THOMAS, P.J., BARBER, COLEMAN, DIAZ, KING, McMILLIN, PAYNE,  
AND SOUTHWICK, JJ., CONCUR.**