

SUPREME COURT OF MISSISSIPPI

Julius Williams, II v. Barbara Williams

37 So. 3d 1171 (Miss. 2010) · No. No. 2007-CT-01736-SCT · Decided June 24, 2010

SUMMARY

The Mississippi Supreme Court reviewed whether a property-settlement agreement entitled Barbara Williams to her former spouse's Military Survivor Benefit Plan and whether attorney fees were properly awarded. The court held that the agreement did not provide Barbara with military survivor benefits and that those benefits were not accorded to her by law. It affirmed the Court of Appeals, reversed the chancery court in part, and remanded for further proceedings concerning the attorney-fee award.

CASE DETAILS

COURT	Supreme Court of Mississippi
WRITING FOR THE COURT	Randolph, Justice; Carlson, P.J.; Dickinson, J.; Lamar, J.; Chandler, J.; Kitchens, J.; Waller, C.J.; Graves, P.J.; Pierce, J.; Randolph, J.
JURISDICTION	Mississippi
DECIDED	June 24, 2010
DOCKET	No. 2007-CT-01736-SCT
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	The Mississippi Supreme Court reviewed the Court of Appeals' decision on writ of certiorari concerning interpretation and modification of a divorce property-settlement agreement and an award of attorney fees.
STANDARD OF REVIEW	Domestic-relations decisions are reviewed under the substantial-evidence/manifest-error rule; findings are not disturbed unless the chancellor was manifestly wrong, clearly erroneous, or applied an erroneous legal standard. Attorney-fee awards in divorce cases are reviewed for manifest error or abuse of discretion.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	Julius Williams, II v. Barbara Williams

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QUESTIONS PRESENTED

1. Whether the property-settlement agreement entitled Barbara Williams to Julius Williams's Military Survivor Benefit Plan benefits.
2. Whether the chancellor erred in awarding Barbara Williams attorney fees and costs.

HOLDINGS

1. The property-settlement agreement did not obligate Julius to provide Barbara with military survivor benefits because the agreement did not grant that benefit and the benefit was not accorded to Barbara by law. The chancellor therefore erred by modifying or reforming the agreement to require Julius to elect SBP coverage for Barbara.
2. The award of attorney fees and costs was not reversed; the Court affirmed the Court of Appeals on this issue and remanded to the chancellor to determine the attorney-fee amount in light of the Supreme Court's opinion.

KEY QUOTATIONS

"Property settlement agreements are contractual obligations." (1174)

"When the parties have reached [an] agreement and the chancery court has approved it, [the appellate court] ought to enforce it and take a dim view of efforts to modify it, as we ordinarily do when persons seek relief from their improvident contracts." (1174)

"Thus, the benefit is accorded by personal choice, not accorded by law." (1175)

"Since SBP benefits were not automatically bestowed upon Barbara, the language of the settlement agreement controls." (1175)

FACTUAL BACKGROUND

Julius and Barbara Williams divorced in May 2006 after entering into a court-ratified property-settlement agreement. The agreement awarded Barbara specified civil-service survivor benefits and a percentage of Julius's military-retirement benefits, but did not expressly identify military survivor benefits. After Julius retired from the reserves in May 2007, he elected coverage under the Military Survivor Benefit Plan and named his current wife, Wenoka Williams, as beneficiary. Barbara sought an order requiring Julius to designate her as the SBP beneficiary, and the chancellor granted that request.

PROCEDURAL HISTORY

The chancery court entered a judgment of divorce incorporating the parties' property-settlement agreement. After Julius Williams later elected Military Survivor Benefit Plan coverage naming his current wife as beneficiary, Barbara Williams sought clarification or modification of the agreement. The chancellor ordered Julius to take steps for Barbara to receive military survivor benefits and awarded her attorney fees. The Court of Appeals reversed and rendered in part and reversed and remanded in part. The Supreme Court granted certiorari, affirmed the Court of Appeals, reversed the chancery court in part, and remanded.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The case was remanded to the Chancery Court of the First Judicial District of Harrison County for proceedings and entries of judgment consistent with the opinion, including determination of the attorney-fee amount in light of the ruling. The Court of Appeals judgment was affirmed; the chancery court judgment was reversed and rendered in part and reversed and remanded in part.

CASES CITED

- Williams v. Williams, 37 So. 3d 1196, 1202-03 (Miss. Ct. App. 2009)
- Williams v. Williams, 24 So. 3d 1038 (Miss. 2010)
- Giannaris v. Giannaris, 960 So. 2d 462, 467 (Miss. 2007)
- R.K. v. J.K., 946 So. 2d 764, 772 (Miss. 2007)
- In re Dissolution of the Marriage of De St. Germain, 977 So. 2d 412, 420 (¶ 23) (Miss. Ct. App. 2008)
- Steiner v. Steiner, 788 So. 2d 771, 776 (¶ 17) (Miss. 2001)
- West v. West, 891 So. 2d 203, 210-11 (¶¶ 13, 15) (Miss. 2004)
- Sharp v. United States, 580 F.3d 1234, 1237-38 (Fed. Cir. 2009)
- Barros v. Barros, 34 Wash. App. 266, 660 P.2d 770, 771-72 (1983)
- Chesney v. Chesney, 849 So. 2d 860, 862 (Miss. 2003)
- Cheatham v. Cheatham, 537 So. 2d 435, 440 (Miss. 1988)
- R.K. v. J.K., 946 So. 2d 764, 778 (Miss. 2007)
- Creekmore v. Creekmore, 651 So. 2d 513, 520 (Miss. 1995)
- Hemsley v. Hemsley, 639 So. 2d 909, 915 (Miss. 1994)