

NOT DESIGNATED FOR PUBLICATION

No. 109,445

IN THE COURT OF APPEALS OF THE STATE OF KANSAS

In the Matter of the Marriage of

CHERYL RUTH MCDANIEL,
Appellee,

and

WILLIAM PERRY MCDANIEL,
Appellant.

MEMORANDUM OPINION

Appeal from Riley District Court; JOHN F. BOSCH, judge. Opinion filed January 31, 2014.
Affirmed.

Keen A. Umbuhr, of Alma, for appellant.

Patrick Caffey, of Patrick Caffey, P.A., of Manhattan, for appellee.

Before BUSER, P.J., BRUNS, J., and JAMES L. BURGESS, District Judge Retired, assigned.

Per Curiam: This is a divorce action involving William Perry McDaniel (William) and Cheryl Ruth McDaniel (Cheryl). William appeals the district court's division of the marital estate, contending the court divided their assets in an unjust and unreasonable manner. Having carefully reviewed the record on appeal and the parties' briefs, we find the district court satisfied its obligation to make a just and reasonable division of the parties' real and personal property. Accordingly, we affirm the property division.

FACTUAL AND PROCEDURAL BACKGROUND

William and Cheryl were married on January 14, 2011. On September 24, 2012, after only 20 months of marriage, Cheryl filed a petition for divorce based upon incompatibility. Throughout this litigation the facts presented by William and Cheryl were highly contested.

At the time of the divorce, Cheryl, who was 67 years old, was working for the United States Fish and Wildlife Service and drawing Social Security benefits. Of note, in June 2010, Cheryl's father died, and sometime thereafter, she inherited \$274,779.02, minus a \$37,695.36 loan she had previously received.

William, who was 48 years old, was working at Feyh Farms, Inc. Although William testified "90 percent of the time" that he and Cheryl were together he was receiving some form of income—either through a paycheck or unemployment compensation—Cheryl claimed he was essentially unemployed, with little or no income, throughout their marriage.

Although their marriage was brief, the McDaniels' romantic relationship began long before they exchanged vows; the couple began living together in December 2002. At the time, Cheryl was in the process of divorcing her second husband, and William, who had been divorced once, shared joint custody of his minor son with his ex-wife. Cheryl worked for Pugh Communication Services, Inc. William was receiving workers compensation payments from an award he received in January 2001, *i.e.*, an initial lump sum payment of \$38,064 and \$366 a week for 169.22 weeks. Although Cheryl disputed this fact, William testified that he worked until 2003 and he owned two commercial trucks, which he used for hire under the name McDaniel Trucking.

The McDaniels' premarital relationship was on-again, off-again, and they separated on more than one occasion. William and Cheryl disagree, however, regarding the duration of their time apart. Cheryl testified that she and William separated in September 2008, and until August 2010, they had "pretty much no contact." During this time, Cheryl resided in Manhattan, while William lived in the home they had previously shared in Alma. Even though Cheryl purchased the home and titled it in her own name, she allowed William to reside there while she paid the utilities.

On the other hand, William claimed the couple only experienced two brief periods of separation. He asserted they never actually went their "separate ways," as they continued to talk, eat dinner together, and spend the night at each other's dwellings. William conceded, however, that during one of their separations, Cheryl dated someone else and he considered engagement with another woman.

During the time they were living together, William and Cheryl commingled their funds, but the extent of the commingling was disputed. William alleged the couple maintained several joint checking accounts before and during their marriage. But William did not produce any evidence as to when these accounts were opened; instead, he only produced copies of blank checks from three banks, which reflected their married names and the address of their marital home, which Cheryl purchased in December 2010. For her part, Cheryl stated that prior to December 2010, the commingling did not extend beyond William giving her his checks to cash, and that except for amounts used to pay household expenses, she always gave William back his check "for the most part."

Cheryl acknowledged, however, that the couple did open a joint checking account for a business venture. In January 2003, William and Cheryl incorporated the McDaniel Cattle Company (Company); William served as president and Cheryl was the secretary, treasurer, and registered agent. It took about a year for the business to become operational, and its tenure was brief; the Company ceased operations in December 2004.

Cheryl testified that she invested about \$200,000 into the Company by purchasing five trucks with funds she acquired from an early retirement buy out. William disputed Cheryl's claimed investment. He testified that he invested his entire workers compensation award and Cheryl contributed nothing, except to help him purchase one truck together.

The parties' 2-day divorce trial commenced on December 7, 2012, and concluded on January 2, 2013. During the trial, the parties focused on the division of the marital estate. Cheryl requested that the marital home, plus any equity therein, and a list of household goods and furnishings be set aside for her because, according to Cheryl, William did not contribute to the purchase of the home and he "never bought a single thing" during their relationship. For his part, William requested half of the equity in their marital home; half of the value of their household goods with physical possession of his personal items and a 40-inch television; the value of a repossessed 2004 Chevrolet Silverado; and repayment for Cheryl's alleged dissipation of marital assets, *i.e.*, \$8,300 he gave Cheryl to cover gambling debts.

We will summarize the conflicting evidence presented by Cheryl and William regarding the marital estate.

The Marital Home

Prior to the marriage, Cheryl purchased the couple's marital home in Alma for \$175,000. Cheryl entered into the sales contract in April 2010, obtained financing for \$181,347 (the entirety of the purchase price plus settlement charges) with the closing on December 15, 2010. The couple moved into the residence together. According to Cheryl, William did not contribute funds towards the purchase price of the home or the outstanding mortgage.

William and Cheryl separated on April 26, 2012. Cheryl moved to Manhattan, and William continued to reside in the marital home. According to Cheryl, although William remained in the home, he never made a mortgage payment and she could not afford to make one either. Consequently, in September 2012, in an effort to avoid foreclosure, Cheryl entered into a loan modification agreement with her lender. Cheryl testified she was unable to implement the agreement because William kept possession of the home throughout the pendency of the divorce proceedings, and he claimed that he did not have the financial means to vacate the property. Of note, William admitted an appraisal into evidence, which indicated that the home had a fair market value of \$226,500.

Household Furnishings

Cheryl testified that after she purchased the marital home but before she married William, she used her own personal funds and/or her inheritance to fully furnish the residence. As proof, Cheryl presented receipts for various household goods, which showed her as the purchaser and a sales date prior to the marriage. Regarding the 40-inch television William requested, Cheryl claimed it should be awarded to her because she bought it at Sam's Club with her own funds prior to the marriage. She produced a receipt as proof of the purchase.

On the other hand, William asserted that he and Cheryl jointly acquired their household goods over the course of their relationship, from December 2002 onward, because he always deposited his paychecks or unemployment payments into one of their joint checking accounts. Regarding the 40-inch television, William claimed the couple bought it at Wal-Mart as a Christmas present for his 11-year-old son. William said he knew nothing about the 40-inch television Cheryl purchased at Sam's Club.

2004 Chevrolet Silverado

Prior to their marriage, in March 2007, Cheryl purchased a 2004 Chevrolet Silverado for \$21,000. According to Cheryl, in order to reduce the purchase price, she traded in a pickup that belonged to her. But William testified that Cheryl acquired the pickup through a series of trades which originated with a vehicle they had jointly owned. Although William testified that the couple paid off the Silverado near the end of 2008, Cheryl testified that in August 2010, she paid off the outstanding indebtedness of \$16,922.50, with her own personal funds.

After its purchase, the Silverado was titled in both Cheryl's and William's name. But sometime in 2010, Cheryl learned that William was contemplating marriage to someone else, and she demanded that William return the vehicle. William complied with her request in May 2010, whereupon Cheryl removed his name from the title. Upon the couple's marriage, however, Cheryl once again added William's name to the title.

Just prior to their marriage, in November 2010, Cheryl executed a bill of sale, memorializing the sale of the Silverado to William for a dollar. According to William, this transaction occurred because Cheryl had a history of refinancing vehicles to pay down her gambling debts and he would only agree to marry her with one stipulation: he "wanted a vehicle that she could not borrow against or take away from [him] in any way, shape or form."

Cheryl maintained, however, that she executed the bill of sale because, upon the couple's reconciliation in 2010, William was driving a vehicle he obtained from his former girlfriend and Cheryl told him that she would sell the Silverado to him if he agreed to return the other vehicle. Cheryl also claimed that William never perfected his interest because he did not pay her the dollar or transfer the vehicle's title into his name.

William acknowledged that he never had Cheryl's name removed from the title, but he emphatically asserted that he paid Cheryl the dollar "[s]everal times over."

After executing the bill of sale, Cheryl borrowed money against the Silverado. She initially obtained a loan for \$18,626 from Wells Fargo in April 2011. But because Wells Fargo never perfected its lien, in July 2011, Cheryl used the vehicle as security for a loan from Springleaf Financial in the amount of \$9,623. Cheryl testified that she obtained the loan from Wells Fargo because William asked her to find out whether he could obtain a \$3,600 loan against one of his trucks and when she discovered that was not possible, she opted to take out a loan herself and give William \$5,000 of the proceeds.

William disputed this account. He testified that he never consented to Cheryl's use of the Silverado as collateral and did not discover the newly acquired debt until sometime after their separation. Significantly, Cheryl filed for bankruptcy in February 2012, and because William had possession of the Silverado, Cheryl stopped making loan payments and surrendered the vehicle in her bankruptcy.

Gambling Debt

The McDaniels enjoyed gambling at casinos. In fact, they met at a casino, honeymooned in Las Vegas, and during their marriage, visited a casino "almost every night of the week," including weekends. Cheryl acknowledged that she has a gambling problem, and in 2011, she accrued gambling losses in excess of \$128,000. Cheryl insisted, however, that William gambled as much as she did, and she provided all of the funding. For his part, William claimed that he did not share Cheryl's addiction, and he testified that Cheryl grossly underestimated her gambling losses.

According to William, after the couple married, he gave Cheryl \$8,300 to cover her gambling debts. The funds were proceeds from a \$10,000 loan William obtained

using a truck as collateral. Cheryl testified, however, that William only gave her \$4,000 from this loan to cover an insufficient funds check she wrote during one of their gambling trips. Moreover, according to Cheryl, during their honeymoon, she bought the truck for William for \$22,275 using her own personal funds. While William acknowledged that he acquired this truck during their honeymoon, he claimed the couple purchased it with commingled funds.

Cheryl claimed the gambling debt was mutual and that she gave William money on numerous occasions. Specifically, shortly before the marriage Cheryl paid a bank \$1,244.25 to satisfy William's obligation on a bass boat, paid \$125.98 of the tax obligation on the boat, gave \$500 to buy Christmas gifts, and deposited \$1,000 into William's checking account. Cheryl also presented receipts showing her purchase of the couple's wedding rings and payment of William's expenses after their separation.

The Division of the Marital Estate

At the conclusion of the trial, the district court found the parties' differences were irreconcilable and granted the divorce. With regard to the division of the marital estate, the court awarded Cheryl the marital home, plus any equity therein, and the majority of the household goods and furnishings, including the 40-inch television. The court awarded William his clothing, personal effects, fishing equipment, and two desks, but it denied his requested remuneration for the Silverado and gambling debt. The trial judge explained his decision:

"[T]he Court has weighed all of the testimony [it's] heard. I've heard the amount of funds that [Cheryl] put into this relationship. That is all down the tube. Just flushed away. And I feel that even if that wasn't the case, if all they had left was just the house, and her personal property, and this vehicle, I would still make that decision, because I do believe, especially her age, the manner and acquisition of the property that was acquired, and that's crucial in my thinking in deciding what is an equitable division here. I'm not sure if

she's [going to] be able to salvage that house even if it's worth the amount that the appraiser says it is. And I do believe, because of the short-term of the marriage, and the fact that it is in her name only, and that she's entitled to it, and so that is the Court's decision. . . .

....

"The Court has found that what property is in the house was property that was purchased by [Cheryl] with her assets, and that it is fair, just and equitable for her to receive all of those, yes. And the items that were listed as—as stated in [Cheryl's] proposed orders at page two, all of those items were purchased either, the Court specifically finds, were brought into the marriage, purchased by [Cheryl] before the marriage. In fact, all of those were, I believe, or were—or belonging to her father or her son, and that there's nothing there that the Court believes needs to be divided with [William]. [William] got the benefit of living with [Cheryl] for the 15 months that they lived together, and the Court doesn't believe that it is equitable to divide that. So essentially he gets nothing of the property that is being requested here that's left in the house. He's getting—taking out of this marriage what he brought into it."

William filed a timely appeal.

THE PROPRIETY OF THE PROPERTY DIVISION

At the outset, it is necessary to survey Kansas law applicable to the resolution of this appeal. District courts are vested with broad discretion in adjusting the property rights and financial affairs of parties involved in a divorce action. *In re Marriage of Wherrell*, 274 Kan. 984, 986, 58 P.3d 734 (2002). Absent a clear showing of abuse, appellate courts will not disturb the exercise of that discretion, and the party asserting the district court abused its discretion bears the burden of establishing such abuse. 274 Kan. at 986; *In re Marriage of Hair*, 40 Kan. App. 2d 475, 480, 193 P.3d 504 (2008), *rev. denied* 288 Kan. 831 (2009). A judicial action constitutes an abuse of discretion,

"if [the] judicial action (1) is arbitrary, fanciful, or unreasonable, *i.e.*, if no reasonable person would have taken the view adopted by the trial court; (2) is based on an error of law, *i.e.*, if the discretion is guided by an erroneous legal conclusion; or (3) is based on an error of fact, *i.e.*, if substantial competent evidence does not support a factual finding on which a prerequisite conclusion of law or the exercise of discretion is based." *State v. Ward*, 292 Kan. 541, Syl. ¶ 3, 256 P.3d 801 (2011), *cert. denied* 132 S. Ct. 1594 (2012).

At the commencement of a divorce proceeding, all of the property owned by the parties becomes part of the marital estate regardless of whether the property was "owned by either spouse prior to marriage, acquired by either spouse in the spouse's own right after marriage[,] or acquired by the spouses' joint efforts." K.S.A. 2013 Supp. 23-2801(a); K.S.A. 2013 Supp. 23-2802(a). Although each spouse has common ownership in the marital property, the extent of each party's respective interest must be determined and finalized by the district court. K.S.A. 2013 Supp. 23-2801(b). Consequently, the district court must make "a just and reasonable division of [the marital] property," and when undertaking this task, the court shall consider:

"(1) The age of the parties; (2) the duration of the marriage; (3) the property owned by the parties; (4) their present and future earning capacities; (5) the time, source and manner of acquisition of property; (6) family ties and obligations; (7) the allowance of maintenance or lack thereof; (8) dissipation of assets; (9) the tax consequences of the property division upon the respective economic circumstances of the parties; and (10) such other factors as the court considers necessary to make a just and reasonable division of property." K.S.A. 2013 Supp. 23-2802(c).

Because Kansas is an equitable division state, rather than a community property state, district courts are not required to make an equal split of all property acquired during the marriage. *In re Marriage of Rodriguez*, 266 Kan. 347, 352-53, 969 P.2d 880 (1998). In fact, a district court "has discretion to award marital property entirely to one party so long as the overall division is fair." 266 Kan. at 353. In other words, although the

ultimate division of property must be just and reasonable, it need not be equal. *In re Marriage of Vandenberg*, 43 Kan. App. 2d 697, 715, 229 P.3d 1187 (2010).

Relying on an out-dated definition of "abuse of discretion," William alleges the district court made an unjust division of their real and personal property by failing to exercise its discretion in "wholehearted good faith." See *Almquist v. Almquist*, 214 Kan. 788, Syl. ¶ 2, 522 P.2d 383 (1974) ("The discretion vested in the trial court must be exercised in whole-hearted good faith and be guided by the statutes, not by the court's private opinion of what the statute ought to be. Where the exercise of discretion is arbitrary and not judicial, and the judgment is inequitable, it will be set aside."). The standard set forth in *Almquist* has evolved into the current abuse of discretion standard which considers whether the property division was arbitrary, fanciful, and unreasonable. See *Ward*, 292 Kan. 541, Syl. ¶ 3. Cheryl, by contrast, contends the district court properly considered the statutory factors outlined in K.S.A. 2013 Supp. 23-2802(c), and its ultimate property division was just, reasonable, and fully supported by the evidence.

In support of his argument that the district court abused its discretion in the division of property, William cites *St. Clair v. St. Clair*, 211 Kan. 468, 498-99, 507 P.2d 206 (1973), a case in which our Supreme Court set aside a property division upon a finding that it was arbitrary. In *St. Clair*, after 10 years of marriage, Wesley St. Clair, age 34, and Gloria Fouser, age 38, were divorced. At the time, Wesley was earning a substantial salary, and Gloria was a housewife with a history of mental illness. Prior to seeking the divorce, Wesley asked Gloria to sign some papers, which were actually a postnuptial agreement. After setting aside the agreement (because Gloria did not knowingly execute it) the district court found the parties had a net worth of \$132,972.64. The district court awarded Gloria her vehicle, a suitcase of clothes, \$20,000, and alimony of \$1,000 per month until death or remarriage. On appeal, our Supreme Court set aside the property division because it was almost identical to the terms of the postnuptial

agreement and the district court had attempted to justify its "grossly inequitable division" by way of its alimony award which was open to future modification. 211 Kan. at 498-99.

As Cheryl points out, however, our Supreme Court premised its decision in *St. Clair* upon the unique facts of that case, and these facts are not sufficiently analogous to resolve this particular appeal. Indeed, as aptly stated by our court in *In re Marriage of Torline*, No. 94,209, 2006 WL 1976551, at *5 (Kan. App.) (unpublished opinion), *rev. denied* 282 Kan. 790 (2006), "All property and debt apportionments in divorce cases must be judged on their own facts. Rarely, are the facts of one case so close to those of another that one decision can be determinative of what should be done in the other." We find no controlling precedent in *St. Clair* because the facts and circumstances of that case bear no resemblance to the fact pattern in the present case.

After a careful review of the record of the bench trial, we find the district court did not rule arbitrarily, fancifully, or unreasonably in ordering a "just and reasonable division" of the parties' real and personal property. K.S.A. 2013 Supp. 23-2802(c). Important to our decision is that before dividing the marital assets, the district judge thoroughly considered the statutory factors set forth in K.S.A. 2013 Supp. 23-2802(c), and articulated his findings:

- *Age of the Parties:* "And this is a big thing, because [Cheryl] is 67. [William] is 19 years younger. [Cheryl] should be looking at retirement, and probably would be if she wasn't in the financial condition she is. The other thing is too that she's testified that she took out her retirement funds of about \$200,000 and invested it in the McDaniels [*sic*] Cattle Company when the parties were first involved in their relationship. And so that—that has a big factor in the Court making an award, that—as has been pointed out by counsel, that isn't necessarily an equal division of property owned by the parties at the time of the divorce, but an equitable division. So the age of the parties, I believe, gives the Court the leeway to address the situation involving the award of property more so to [Cheryl] than [William], because of that."

- *Duration of the Marriage:* "This marriage is less than two years old. And I think that if the folks had lived together, resided together since 2002, and continued through their marriage, and we would be looking at a long-term relationship here that the Court would maybe consider some of these assets and what's really happened, but I find this case very easy because of the fact that these folks did separate and the actual dates are a little—a little up in the air, but [Cheryl] had no doubt in her testimony that they were separated in 2008. They started seeing each other in . . . August of 2010 . . . , and then in 2011 January they were married And the important thing is that . . . the two parties were living separately from each other, and so I really look at this as a short-term marriage, which it is, of when they lived together essentially 15 months. And so I'm looking at the situation, where were they before they got married, and before [William] moved in with [Cheryl], and I think that that is—that's very critical in the Court's decision, as well."
- *The Parties' Present and Future Earning Capacities:* "[William] is young enough, and he can make a living. His earning capacity is not as much as what [Cheryl's] was."
- *Maintenance:* "There is no request for maintenance. I'm not even gonna go there, because—and I—I assume the reason why the party didn't go there because of the short-term of the marriage, which—which what I would have found anyway if it had been requested."
- *Dissipation of Assets:* "[A]s far as dissipation of assets, yes. I guess there has been a dissipation of assets, but I find their dissipation of assets were the wife's assets and not the joint assets of the parties or [William's] assets."
- *The Time, Source, and Manner of Acquisition of Property:* "The parties met at a casino and their life has been pretty much—their relationship together centered around the casino. . . .
"So a lot of property has been lost, but most of the property that has been spent, although [William] has done his best, and has been employed, and obviously worked at Goodyear for a number of years. He did get a Workers Comp settlement a year before the

parties met that apparently allowed him to buy some [trucks]. But the Court's [going to] find that that's really immaterial to the decision in this case, because we're looking at the short-term. And but it's material in the fact that it's sad to see that the parties have invested a lot and lost it all, and whether they—you know, a lot of people just lost it without gambling in the trucking business. The trucking business is tough. But—but [Cheryl] did contribute a lot to try to help out [William] along the way. But as I say, I'm not really considering that in looking at this—this particular division of property.

"The important thing is that when the parties first met [Cheryl] had a home and right now what home they have is—the value has been not stipulated to. The appraisal has been stipulated to . . . [\$]226,500. However, there is a lot of debt against it. In fact, they borrowed a hundred percent plus closing costs, and there's been no payment made for months, and so, you know, the option the Court would have would be to order it sold and divide the equity, or order that [Cheryl] pay [William] some of the equity, or just assign—leave it with the wife.

"She has received, by her testimony, approximately \$300,000. She received a lot of that during the time of their marriage, during the 15 months. She testified that she used this inheritance, this money she had to purchase all of the personal property that's currently in the home. . . .

"It's questionable whether or not the house can be salvaged, but I think that I— [Cheryl] is entitled to the opportunity to try to salvage the house. If she had to pay any equity to [William], it is the Court's opinion that that would not be possible. And the Court believes the equitable thing in this case is to assign all interest in the house to [Cheryl] without . . . assigning any equity to [William]. The Court finds that he's not contributed anything towards the home. He's got the benefit of living in the home since this—the parties' separation without paying any rent other than for the few repairs he's paid, and the Court finds that that is sufficient for any—any benefit for—from that home.

....

"The Court further orders that all of the items that have been requested by [Cheryl], household goods and furnishings be assigned to [Cheryl], including the 40-inch television

....

"Well, maybe the better thing to do is just go ahead and order that all property at the house remain at the house except for those items that will be assigned to [William], and he is asking for simply his personal effects. His fishing equipment and clothes. The

desk that was given to him by [Cheryl], as well as I believe a desk that was a family desk. Is that—except for those items, all items will remain in the home. . . .

"Likewise, when it comes to the pickup, again, it was bought—the Court finds specifically that it was initially purchased by [Cheryl]. That unfortunately it's been—borrow—money has been borrowed against it several times. There was the bill of sale that was admitted. No change was made in the title. After this the parties consented to change the title. It has been sold. The Court finds that [William] is not entitled to any equity for the vehicle.

"Last of all, [William] is asking for \$8,300 for the funds that he alleges were used to pay off gambling debts. And it is the court's opinion that [Cheryl] has lost lots of her money in gambling. That the parties together are jointly responsible for the loss of any assets due to gambling. That [William] got as much enjoyment out of the gambling as [Cheryl] did, and therefore I'm not going to require [Cheryl] to reimburse [William] for any gambling debts or any loans that he might have on—on that, nor am I going to require [Cheryl] to pay [William] for any of the gambling expenses or amounts that have been lost in gambling."

These findings demonstrate that the age disparity of the parties, the short duration of the marriage, and the time, source, and manner of acquisition of property weighed heavily in the district court's ultimate property division. Moreover, substantial competent evidence supports the district court's findings, as the evidence sufficiently established that there was a 19-year age difference between the parties, the marriage lasted for a short time, the parties' gambling debts were mutual, and Cheryl acquired the entirety of the property comprising the marital estate with her own personal funds, including the Silverado and the 40-inch television.

While it is an understatement to observe that William and Cheryl presented contradictory evidence, during closing arguments, William's counsel acknowledged that the district court had sufficient evidence to adopt either party's view of the evidence:

"This is [going to] be a difficult decision for the Court, because the Court's heard conflicting testimony that are diabolically opposite of [sic] each other. He never worked; he worked 90 percent of the time. He didn't put anything into the relationship between 2003, 2000—December 2002 til the date of filing, September 24th, 2012. One of them says he bought absolutely nothing for the house, for their life or for their parties, or for their—you know, all of the time they were together. The other party says he was employed regularly, and paid the bills, and contributing to the overall joint acquiring of all of the personal property one acquires during a relationship of 12 years.

"You know, Your Honor, the idea that—that everybody could be a little bit right in this is just not there. Somebody is not telling the truth in this situation. I hate to be so blunt about it. And the Court's [going to] have to make that decision."

The district court obviously made that credibility determination in favor of Cheryl. And William's argument boils down to his disagreement with the district court's decision to adopt Cheryl's version of the facts rather than his own. When reviewing factual findings, however, we do not reweigh evidence, resolve evidentiary conflicts, or make witness credibility determinations. *Frick Farm Properties v. Kansas Dept. of Agriculture*, 289 Kan. 690, 709, 216 P.3d 170 (2009). In fact, "[i]f there is substantial evidence to support the findings, it is of no consequence that there may have been contrary evidence adduced which, if believed, would have supported a different finding. [Citation omitted.]" *Clark v. Clark*, 236 Kan. 703, 704, 696 P.2d 1386 (1985).

Based upon its reasonable interpretation of the controverted evidence, the district court strove to restore William and Cheryl to their premarital condition by awarding each of them the assets they either brought into or acquired during the marriage along with any associated increase or decrease in value. We cannot conclude that such a decision is arbitrary, fanciful, or unreasonable, because it cannot be said that no reasonable person would have taken the view adopted by the district court. Accordingly, we find that William has failed to sufficiently carry his burden of demonstrating an abuse of discretion by the district court.

Affirmed.