2019 IL App (2d) 180876-U
No. 2-18-0876
Order filed June 10, 2019

IN THE

APPELLATE COURT OF ILLINOIS

SECOND DISTRICT

In re MARRIAGE OF LORRAINE JOACHIM, Petitioner and Counterrespondent-Appellant, and MARK JOACHIM, Respondent and Counterpetitioner-Appellee.	)))))))))))	Appeal from the Circuit Court of Lee County. No. 17-D-70 Honorable Jacquelyn D. Akert, Judge, Presiding.

JUSTICE ZENOFF delivered the judgment of the court.
Justices McLaren and Hudson concurred in the judgment.

ORDER

¶ 1 *Held*: The judgment dissolving the parties' marriage was affirmed. The trial court's finding that the husband did not intend to make a gift to the marital estate when he refinanced a marital debt was not against the manifest weight of the evidence. The trial court's findings regarding dissipation and the classification of crop proceeds were not against the manifest weight of the evidence. By failing to present a cogent legal analysis supported by authority, the wife forfeited certain of her other arguments.

¶ 2 Following a trial in the circuit court of Lee County, the court dissolved the marriage of Lorraine Dyba (f/k/a Lorraine Joachim) and Mark Joachim. Lorraine appeals. For the reasons that follow, we affirm.

¶ 3 I. BACKGROUND

¶ 4 Mark and Lorraine married in September 2015, when he was 64 years old and she was 58. The irreconcilable breakdown of the marriage began two months later. Lorraine petitioned to dissolve the marriage in August 2017. Mark filed a counterpetition for dissolution the following month.

¶ 5 The matter proceeded to trial on two dates in April and May 2018. The evidence showed that Mark was a farmer who owned multiple parcels of land prior to meeting Lorraine. Lorraine had a long history of poor health, which interfered with her ability to maintain full-time employment. She entered the marriage with significant credit card debt and very few assets. She incurred additional credit card debt during the marriage. Mark assisted her by paying off some of that debt and by restructuring other debt. Mark also assisted Lorraine with her car payments, her phone bill, and her medical insurance premiums.

¶ 6 At trial, Lorraine argued that the marital estate was worth $322,437, consisting of: (1) $209,000 in equity in the parties' home, (2) Mark's dissipation of $83,000, (3) Mark's obligation to reimburse the marital estate $30,437 in connection with his payment of principal toward his nonmarital farm loans, and (4) personal property of unspecified "minimal value." The court rejected most of Lorraine's arguments, essentially finding that there was no marital estate to distribute between the parties apart from personal effects and some debt. Lorraine did not request, and was not awarded, maintenance.

¶ 7 The issues relevant to this appeal are: (1) whether Mark dissipated the marital estate in connection with the sale of a property located at 17110 Hickory Hills Road in Sterling, Illinois (the Sterling home); (2) whether a residence located at 1248 Trail Drive in Dixon, Illinois (the Dixon home) was marital property and, if so, whether there was any equity in that property; (3) whether Mark dissipated the marital estate by failing to account for his cash expenditures; (4) whether and to what extent Mark's proceeds from crops planted during the marriage were marital property; and (5) whether Mark should have been required to pay Lorraine's attorney fees in accordance with section 503(j) of the Illinois Marriage and Dissolution of Marriage Act (Act) (750 ILCS 5/503(j) (West 2018)). We will summarize the evidence, the parties' arguments, and the court's rulings relating to each of these issues.

¶ 8 A. The Sterling Home

¶ 9 Shortly before the marriage, Mark purchased the Sterling home for $285,000. He made a down payment of $43,000 and he borrowed $242,000 from Milledgeville State Bank. The title and mortgage were originally only in Mark's name. After the marriage, Mark transferred the property into joint ownership with Lorraine.

¶ 10 The parties decided to sell the Sterling home after Lorraine injured herself falling on some stairs in January 2016. Unfortunately, market conditions had changed. Even though they listed the property in March 2016 for $265,000 ($20,000 less than their purchase price), they did not receive an offer until March 2017. That offer of $260,000 was contingent on the results of water testing. An initial test of the property's well revealed that the water was contaminated by two types of bacteria. The parties hired a plumber, who unsuccessfully tried to eliminate the bacteria through chlorination. The parties then consulted with a well-drilling company, which re-chlorinated the well. The re-chlorination process eliminated one type of bacteria but not the

other. The well-drilling company then recommended installing a new well for $16,000 or $17,000, although there was no guarantee that doing so would eradicate the bacteria. The parties disagreed as to whether it was prudent to install a new well; Mark was unwilling to spend the money, but Lorraine testified that she had been in favor of installing a new well. The real estate deal fell through after the parties explored other options that the prospective purchasers rejected.

¶ 11 The Sterling home remained on the market until December 2017, when the parties sold it to different buyers for $215,000. The parties had to pay $46,940.72 to complete that transaction. Mark testified that he borrowed that amount from Sauk Valley Bank and that this debt remained unpaid at the time of trial.

¶ 12 Lorraine alleged that Mark dissipated the marital estate by $46,000 in connection with the sale of the Sterling home, due to his unwillingness to pay for a new well to complete the transaction with the original prospective purchasers. Mark disagreed, insisting that he did not benefit from the substantial loss that he incurred.

¶ 13 The court rejected Lorraine's claim of dissipation, reasoning, *inter alia*: (1) "Mark did not cause the water problems that resulted in the loss of the first buyer and he certainly did not benefit from the loss," (2) "[h]e alone will be responsible for the debt obtained to cover the loss so he had no reason to act against his own best interest," (3) "[h]e did not sabotage the sale of the home," (4) neither a new well nor the alternative solutions the parties explored "could guarantee that the bacterial problem would be fixed," and (5) "[t]here was no evidence presented that there was any action that Mark could have taken that would have prevented the first sale from falling through."

¶ 14 B. The Dixon Home

¶ 15 In June 2017, before they sold the Sterling home, Mark and Lorraine purchased the Dixon home for $209,000. They did not have cash available for a down payment, so they had a difficult time getting a conventional mortgage. The solution was to bundle a loan for the purchase price of the Dixon home with Mark's existing nonmarital farm debt.

¶ 16 Specifically, Compeer Financial and its predecessor in interest had serviced Mark's farm loans since before the parties married. On May 31, 2017, the parties borrowed $209,000 from Sauk Valley Bank pursuant to a 60-day promissory note. They used that money to purchase the Dixon home, and they titled the property in both of their names. In late August 2017, after Lorraine had petitioned to dissolve the marriage, Mark paid off the promissory note and simultaneously paid off his debt to Compeer Financial by taking out a new loan with Sauk Valley Bank in the amount of $810,000. Lorraine testified that she did not learn of the August 2017 refinance/consolidation until she subpoenaed Mark's records. The parties owned the Dixon home at the time of trial.

¶ 17 Mark originally took the position that the Dixon home was marital property. He maintained, however, that there was no equity to divide, given that he was obligated to repay $810,000 plus interest to Sauk Valley Bank. Lorraine agreed that the property was marital. But given that the property was unencumbered by a mortgage, she proposed that there was actually $209,000 of equity to divide between the parties.

¶ 18 In his rebuttal closing argument, Mark changed his legal theory, arguing that the Dixon home was his nonmarital property pursuant to section 503(a)(6.5) of the Act (750 ILCS 5/503(a)(6.5) (West 2018)). That provision states that nonmarital property includes

> "all property acquired by a spouse by the sole use of non-marital property as collateral for a loan that then is used to acquire property during the marriage; to the extent that the

marital estate repays any portion of the loan, it shall be considered a contribution from the marital estate to the non-marital estate subject to reimbursement." 750 ILCS 5/503(a)(6.5) (West 2018).

¶ 19 The court ruled that the Dixon home was Mark's nonmarital property pursuant to section 503(a)(6.5) of the Act. The court continued:

"Even assuming, *arguendo*, that the Dixon home should be classified as marital property, the Court still finds that there is no equity in the home to be divided between the parties. Lorraine argues that the value of the Dixon home is $209,000 and that the debt incurred to purchase the home that was secured by refinancing Mark's non-marital farm loan should not be assigned to the home. Although it is correct that there is not a mortgage attached to the marital home, it is not disputed that a debt of $209,000 was incurred to purchase the home and the debt is in Mark's name only and attached to his non-marital farms. The evidence is clear that Mark did not gift the home to the marital estate. The home was financed through the use of Mark's non-marital farm loans because the parties could not obtain a conventional mortgage due to the fact that they already had a mortgage at the time on the Sterling home. The Court finds that there is no equity in the home to award to Lorraine. Even if one takes the position that the home has $209,000 of equity in it due to the lack of a mortgage, the law is clear that Mark's non-marital estate would be entitled to a reimbursement from the marital estate and the same conclusion is reached…there is no equity to be divided between the parties for the marital home."

¶ 20 C. Cash Expenditures

¶ 21 Lorraine argued at trial that Mark dissipated a total of between $35,053.09 and $37,000 by failing to account for his cash expenditures after the marriage began to break down. Lorraine did not offer her notice of dissipation into evidence at trial. Mark's summary of Lorraine's notice in his written closing argument detailed transactions totaling $35,053.09. Lorraine included that same summary in her appellant's brief. In her written closing argument and in her appellant's brief, however, Lorraine asserted that Mark dissipated cash in the amount of $37,000.

¶ 22 Mark testified that, unlike his business expenditures, he did not pay his personal living expenses by check. Instead, he wrote checks to himself for cash to pay his weekly living expenses of approximately $300. Those expenses included restaurants, groceries, a housekeeper, gas, medicine, and his offering at church. Mark explained that he never kept records of how he spent his cash until after his deposition, which was taken three months before trial. He updated his financial affidavit before trial to account for his most recent cash transactions.

¶ 23 The court found that Lorraine "failed to make a *prima facie* case of dissipation." Even if she had, the court determined that "Mark has rebutted such claim by clear and convincing evidence." The court reasoned that "Mark did not use marital funds for his own benefit for purposes unrelated to the marriage," such as "fancy gifts to others, vacations, cars, jewelry, etc." The court recalled that the evidence was unrefuted that Mark paid his expenses from cash that was withdrawn from a checking account each week.

¶ 24 D. Crop Proceeds

¶ 25 The parties also disputed whether and to what extent Mark's proceeds from crops planted during the marriage were marital property. Mark took the position that his crops were nonmarital, except for the portion of their value that derived from his personal labor. He estimated the marital value of the crops at between $6,000 and $9,000. He testified that he

personally invested about 400 hours of physical labor into the 2017 crop. He valued his time at $15 per hour, which was commensurate with the wage he paid his assistant, Gary Wagenknecht. In light of his extensive monetary contributions to the parties' marriage, Mark urged that the marital estate had already been reimbursed for his personal efforts toward growing the crops. He further noted that, even though he paid down some of the principal on his nonmarital farm loans during the marriage, his net debt increased during the marriage.

¶ 26 Lorraine, on the other hand, asked the court to "equitably divide the income that will come from the sale of the remaining crop," taking the position that "all of Mark's farm income was marital income." She further suggested that Mark must reimburse the marital estate $30,437 for payments he made during the marriage toward the principal on his nonmarital farm loans.

¶ 27 The court agreed with Mark's position. The court indicated that the parties did not dispute that Mark's farmland and equipment were his nonmarital property pursuant to sections 503(a)(1), (2), (6), and (7) of the Act (750 ILCS 5/503(a)(1)-(2), (6)-(7) (West 2018)). The court noted that section 503(a)(8) of the Act, in turn, indicates that nonmarital property includes "income from property acquired by a method listed in paragraphs (1) through (7) of this subsection if the income is not attributable to the personal effort of a spouse." 750 ILCS 5/503(a)(8) (West 2018). According to the court, because the farmland, equipment, and farm operating loans were all respectively Mark's nonmarital property, "[t]he only aspect of the crop production that could be classified as marital is Mark's personal effort." In the court's view, Mark advanced "the most logical and equitable" argument about which portion of the crops should be considered marital. Based on the evidence that was introduced regarding the value of Mark's personal efforts, his payment of expenses during the marriage, and the increased debt that he assumed, the court concluded that "Mark's non-marital estate does not owe any more funds to

the marital estate as reimbursement." The court thus ordered that any crop proceeds that were in Mark's bank accounts were his nonmarital property, as were the crops that were still being held in storage.

¶ 28 The court also rejected Lorraine's argument that Mark must reimburse the marital estate for the principal he paid on his farm loans. The court stressed that "Mark's farm loans during the course of the marriage did not decrease[;] they increased substantially due to a number of reasons, many having to do with payment of marital debts." The court recognized that "Lorraine wants to claim [that] reimbursement to the marital estate is due but does not want to assume any liability for the increase in Mark's non-marital farm loans that occurred and can be traced to the marital estate." The court ruled that no reimbursement was owed, as "[t]he marital estate was already reimbursed by payment of the mortgage on the Sterling home, utilities, groceries, auto payments, medications and other marital expenses." The court commented that Mark was "leaving the marriage with substantially more debt than when he entered it."

¶ 29 E. Attorney Fees

¶ 30 Shortly after petitioning for dissolution of marriage, Lorraine petitioned for interim attorney fees pursuant to section 501(c-1) of the Act (750 ILCS 5/501(c-1) (West 2018)). In October 2017, the court ordered Mark to pay $5000 toward Lorraine's interim fees. In February 2018, Lorraine filed a second petition for interim fees. At that point, the court preferred to rule on the issue of attorney fees as part of its final ruling in the action, rather than on an interim basis.

¶ 31 In late May 2018, while the parties awaited the court's final ruling after trial, Lorraine petitioned for Chapter 7 bankruptcy relief in federal court. On July 11, 2018, she filed in the divorce proceedings a "petition to update petition for interim fees pursuant to 5/501c-1 or in the

alterntive [*sic*] to consider as petition for contributions to attorneys fees pursuant to 503j-1." In that motion, in addition to the $5000 that Mark had already paid, Lorraine requested that Mark pay her remaining fees of $33,870. A court order indicates that "[a] hearing was held on this petition on July 16, 2018, which resulted in the Court taking the matter under advisement." There is no transcript of the July 16 proceedings in the record on appeal.

¶ 32 The court ultimately ordered the parties to pay their own attorney fees. The court noted that Lorraine had listed her divorce attorney's fees in her bankruptcy petition. The court thus deemed it reasonable to infer that those fees would either be discharged or paid through the bankruptcy proceedings. Moreover, the court found that Lorraine's fees were "unreasonably high with respect to the nature and complexity of this case." The court further reasoned that there was "no equity in the marital estate to access for payment of attorney's fees" and that Mark was being assigned the lion's share of the marital debt.

¶ 33 Lorraine timely appealed.

¶ 34 II. ANALYSIS

¶ 35 A. The Dixon Home

¶ 36 Lorraine first argues that the court erred in finding that the Dixon home was Mark's nonmarital property pursuant to section 503(a)(6.5) of the Act. That provision does not apply, she argues, because the home was financed by an unsecured $209,000 promissory note executed by both parties. According to Lorraine, the fact that Mark subsequently paid off that promissory note by taking out an $810,000 loan that was secured by his nonmarital property does not change the analysis. Under her interpretation of the statute, section 503(a)(6.5) applies when a loan against nonmarital assets is "used to acquire property, not to pay off an existing loan on property that has already been acquired."

¶ 37 Lorraine also challenges the court's finding that Mark did not gift the Dixon home to her. She notes that (1) Mark did not inform her that he had paid off the promissory note with the proceeds of his $810,000 loan, (2) he never asked her to transfer her interest in the Dixon home to him, (3) he did not testify that he "even thought of using the Dixon home for collateral for the $810,000.00 note," and (4) he "never testified that he did not intend the $209,000.00 payment to be a gift." Because Mark purportedly made a gift to the marital estate, Lorraine insists that the court erred in finding that, even if the Dixon home were marital property and had $209,000 of equity, Mark's nonmarital estate would be entitled to a reimbursement from the marital estate in the amount of $209,000.

¶ 38 Mark responds that the Dixon home was indeed his nonmarital property pursuant to section 503(a)(6.5) of the Act. He also defends the court's finding that, even if the Dixon home were marital property, there was no equity in the property. Although Mark acknowledges that there is no mortgage on the Dixon home, the home is not owned free and clear, he explains, because the debt associated with that property is included in his refinanced $810,000 loan. He maintains that the classification of the Dixon home as marital or nonmarital is thus "essentially irrelevant," given that the property is worth $209,000 and is subject to a debt in the same amount. Mark further disagrees with Lorraine's argument that he intended to gift the Dixon home to her. He insists that the transaction unfolded as it did due to the lender's demands, not because of his donative intent.

¶ 39 Before distributing property in a dissolution proceeding, the court first classifies all of the parties' property as either marital or nonmarital. *In re Marriage of Romano*, 2012 IL App (2d) 091339, ¶ 44. We will not disturb those findings unless the decision is against the manifest weight of the evidence, which occurs "only when an opposite conclusion is clearly apparent or

when the court's findings appear to be unreasonable, arbitrary, or not based upon the evidence." *Romano*, 2012 IL App (2d) 091339, ¶ 44. The law presumes that any property acquired during the course of the marriage is marital. 750 ILCS 5/503(b)(1) (West 2018); *In re Marriage of Asta*, 2016 IL App (2d) 150160, ¶ 16. To overcome that presumption, the party claiming a nonmarital interest must present clear and convincing evidence that a statutory exception applies. 750 ILCS 5/503(a) (West 2018); *Asta*, 2016 IL App (2d) 150160, ¶ 16.

¶ 40 Although the parties disagree as to whether the court properly classified the Dixon home as Mark's nonmarital property, we need not reach that issue. The court made an alternative finding: even if the Dixon home were marital, there was no equity to distribute between the parties, given that the $209,000 loan for the purchase of the property was rolled into a larger loan in Mark's name, and Mark did not intend to make a gift to the marital estate by assuming that debt. We hold that this finding was not against the manifest weight of the evidence.

¶ 41 Assuming for purposes of the analysis that the Dixon home was marital, and assuming that Mark made a contribution from his nonmarital estate to the marital estate when he paid off the parties' $209,000 promissory note by rolling it into another loan that was in his name alone, section 503(c)(2)(A) of the Act comes into play:

> "When one estate of property makes a contribution to another estate of property, the contributing estate shall be reimbursed from the estate receiving the contribution notwithstanding any transmutation. No such reimbursement shall be made with respect to a contribution that is not traceable by clear and convincing evidence or that was a gift. The court may provide for reimbursement out of the marital property to be divided or by imposing a lien against the non-marital property that received the contribution." 750 ILCS 5/503(c)(2)(A) (West 2018).

Pursuant to this statute, Mark's nonmarital estate would be entitled to a reimbursement from the marital estate in the amount of $209,000, so long as he did not intend to make a gift to the marital estate.

¶ 42 In cases where one spouse used nonmarital funds to make marital mortgage payments, courts have said that there is a presumption that the contributing spouse intended to make a gift to the marital estate, and the contributing spouse bears the burden of rebutting that presumption by clear and convincing evidence. See *In re Marriage of Vondra*, 2016 IL App (1st) 150793, ¶¶ 14-15. Although the alleged nonmarital contribution in the present case involves assumption of debt rather than a contribution of funds, we see no reason why the same analysis should not apply here. "Some of the significant factors for determining whether a party has successfully rebutted the presumption of a gift include (1) the size of the gift relative to the entire estate; (2) who paid the purchase price, made improvements, paid taxes on the property with solely acquired funds, and exercised control and management over the property; (3) when the asset was purchased; and (4) how the parties handled their prior financial dealings with each other." *In re Marriage of Gattone*, 317 Ill. App. 3d 346, 352 (2000).

¶ 43 The evidence supported the court's conclusion that Mark did not intend to make a gift. Mark's testimony was clear that when he and Lorraine decided to purchase the Dixon home, they were unable to procure traditional financing, given that they did not have money for a down payment. He explained that Sauk Valley Bank was willing to finance the purchase of the Dixon home only if he "threw" his existing farm loan into the mix. A reasonable inference from Mark's testimony is that the transaction was dictated by the lender's requirements and that his assumption of marital debt was not indicative of his intent to make a gift to the marital estate.

¶ 44 Turning to the factors identified in *Gattone*, Lorraine testified that she learned from subpoenaing Mark's records that he paid off the parties' joint promissory note and rolled that debt into a new agricultural loan. It defies common sense that Mark meant to gift approximately 10% of the value of his nonmarital estate to the marital estate while at the same time keeping it a secret from his wife. The second factor—the parties' respective financial contributions to the property and their efforts at controlling and maintaining it—likewise weighs against finding that Mark intended to make a gift. Lorraine admits in her reply brief that Mark paid the insurance on the Dixon home using his nonmarital assets. Although Lorraine asserts that she took care of the property, it must be remembered that she petitioned for dissolution of the marriage two months after they purchased it. The timing factor also weighs heavily against finding that Mark intended to make a gift to the marital estate. Mark paid off the promissory note on August 29, 2017—25 days *after* Lorraine petitioned to dissolve the marriage. Once again, it would defy common sense to believe that Mark intended to make a gift to the marital estate after his wife commenced dissolution proceedings and two weeks before he filed his own counterpetition for dissolution. Finally, the evidence showed that, although Mark contributed substantial sums of nonmarital money to the marital estate during the marriage, he always kept his farm assets separate. Whenever he meant to make a gift to the marital estate, such as when he restructured Lorraine's credit card debt or paid some of it off outright, he always did so with her knowledge.

¶ 45 For all of these reasons, even if the Dixon home were marital property, the evidence supported the court's conclusion that Mark's nonmarital estate would be entitled to a reimbursement in the amount of $209,000. The court properly rejected Lorraine's argument that there was $209,000 of equity in the marital estate that was attributable to the Dixon home.

¶ 46 B. Crop Proceeds

¶ 47 Lorraine next argues that the court erred in awarding Mark, as his nonmarital property, any crop proceeds that were in his bank accounts along with the crops that were being held in storage. Lorraine maintains that "all of Mark's farm earnings from the date of marriage to the date of dissolution must be considered marital income." Additionally, she argues that Mark should have been required to reimburse the marital estate $30,437—the amount of principal that he paid toward his nonmarital farm loans during the marriage.

¶ 48 Mark responds that the only portion of his crop proceeds that is marital property is the portion that is attributable to his personal efforts. He argues that the evidence showed that his monetary contributions to the marriage far exceeded the portion of the crop value that was attributable to his personal efforts. He maintains that the court correctly determined that the only reimbursement due to the marital estate has already been paid.

¶ 49 Mark's farmland and equipment were clearly his nonmarital property, as he acquired such property before the marriage. See 750 ILCS 5/503(a)(6) (West 2018) (nonmarital property includes "property acquired before the marriage"). Any income derived from property acquired before the marriage will likewise be considered nonmarital property, so long as such income "is not attributable to the personal effort of a spouse." 750 ILCS 5/503(a)(8) (West 2018). As the party claiming a nonmarital interest in the crop proceeds, Mark bore the burden of proving that (1) his proceeds were income and (2) such proceeds were not attributable to his personal efforts. See *In re Marriage of Dann*, 2012 IL App (2d) 100343, ¶ 74. We will reverse the court's classification of property and its findings regarding the parties' reimbursement obligations only if such determinations were against the manifest weight of the evidence. *Romano*, 2012 IL App (2d) 091339, ¶ 44; *Dann*, 2012 IL App (2d) 100343, ¶ 159.

¶ 50 The parties appear to agree that Mark's crop proceeds constituted income. The question is what portion of that income was attributable to Mark's personal efforts.

¶ 51 The evidence showed that Mark did not draw a traditional, consistent salary from his farming operation. For the past 20 years, he employed Wagenknecht to assist him with the operation. He paid Wagenknecht $15 per hour. According to Wagenknecht, in the year before the trial, he and Mark spent 412 hours working on the farm, from planting to harvest. Mark similarly testified that he personally put about 400 hours of physical labor into his 2017 crop. He testified that $15 per hour was a reasonable rate of compensation for his labor. Lorraine did not present any contrary evidence regarding which portion of Mark's crop proceeds derived from his personal efforts. Nor did she identify what might have been a more reasonable rate of compensation for Mark's labor. In his written closing argument, Mark argued that the crops produced in 2016 and 2017 had a marital value of between $6,000 and $9,000 per year. The court evidently found Mark's evidence to be credible, calling his legal position "logical and equitable."

¶ 52 We determine that the court's findings were not against the manifest weight of the evidence. In reaching that conclusion, we are mindful that the classification of property as marital or nonmarital rests on the court's evaluation of the witnesses' credibility. *In re Marriage of Hegge*, 285 Ill. App. 3d 138, 140 (1996). "The determination of all issues regarding the credibility of the parties and their witnesses or the weight to give the evidence lies with the trier of fact." *In re Marriage of Werries*, 247 Ill. App. 3d 639, 642 (1993). Given that Lorraine did not present any evidence regarding which portion of the crop proceeds derived from Mark's personal efforts, and given that she did not challenge Mark's testimony that $15 per hour was a proper rate of compensation for his efforts, the court reasonably accepted the evidence that Mark

presented. To the extent that Lorraine claims that Mark's tax returns and other financial documents did not reflect that he hired an assistant, this was simply another credibility issue that the trial court had to resolve.

¶ 53 We note that Lorraine distorts the facts when describing Mark's farm income. For example, in her statement of facts, she asserts that "Mark reported $154,504.00 as farm income on his 2017 tax return." That representation is misleading. Mark indeed claimed gross income in the amount of $154,504 on his 2017 tax return. Lorraine neglects to mention that Mark had expenses of $169,056, such that he declared a net farming loss of $14,552.

¶ 54 The cases that Lorraine cites do not support her position that all of Mark's crop proceeds were marital income as a matter of law. For example, she quotes from *In re Marriage of Mohr*, 260 Ill. App. 3d 98 (1994), where the court stated:

> "Crops grown on nonmarital property can be considered in determining marital income and marital property. [Citation.] While one on a monthly salary is paid for labor or services for that month, farm income comes from the sale of crops and livestock. The labor may precede the income by many months. The income is uncertain, the yield and price being uncertain and beyond control.
>
> To say that a spouse should not share in crops harvested after the marriage dissolution (but planted before the dissolution) can bring about an unfair result. For example, if we decide otherwise, with both spouses working (husband farming and wife clerking), the wife's paycheck for her labors could be marital property, while the husband's labors during the same period of time would be nonmarital. We conclude that the trial court could consider that growing crops may have a value when determining marital property division." *Mohr*, 260 Ill. App. 3d at 103-04.

The language that Lorraine quotes is consistent with section 503(a)(8) of the Act. As noted above, that provision indicates that nonmarital property includes income from property acquired before the marriage, so long as it is not attributable to a spouse's personal efforts. *Mohr* merely explains that proceeds from crops grown on nonmarital property may constitute marital income, to the extent that such proceeds derive from a spouse's "labors." Unlike the present case, however, there was no argument made in *Mohr*—or any of the other cases that Lorraine cites—that a portion of the crop proceeds was attributable to factors other than a spouse's labors. All of Mark's farmland and equipment were his nonmarital property, which further distinguishes the case factually from *Mohr* and some of the other cases that Lorraine cites.

¶ 55 Lorraine quotes from *In re Marriage of Perlmutter*, 225 Ill. App. 3d 362, 373 (1992), where we explained that section 503(a)(8) of the Act is "consistent with prior decisional law which established that income in the form of *earnings from employment* received during marriage is marital property." (Emphasis in original and internal quotations omitted.) According to Lorraine, "earnings from employment" is not limited to W-2 income, salary, or wages. Although we have no qualms with that premise, it does not bolster Lorraine's argument. The "earnings from employment" that the court discussed in *Perlmutter* was the husband's salary, which directly correlated to his personal efforts. Mark, on the other hand, provided evidence that a portion of his income was not attributable to his personal efforts.

¶ 56 Lorraine argues that Mark must reimburse the marital estate for $30,437 that he paid toward reducing the principal on his nonmarital farm loans. Lorraine's argument on this point consists of five conclusory sentences, supported only by a paraphrase of portions of section 503(c) of the Act (750 ILCS 5/503(c) (West 2018)). She has thus forfeited this argument by failing to present a cogent legal analysis supported by pertinent authority. See *Hall v. Naper*

Gold Hospitality LLC, 2012 IL App (2d) 111151, ¶ 12. Forfeiture aside, Lorraine's argument with respect to reimbursement seems to be based on a premise that we have already rejected: *i.e.*, that "all of Mark's farm income was marital income." Additionally, Lorraine does not mention the court's other findings, which were amply supported by the evidence, that Mark made substantial monetary contributions to the marriage and that his net farm debt increased during the marriage.

¶ 57 C. Dissipation

¶ 58 Lorraine next argues that the court erred in finding that Mark did not dissipate marital assets. She insists that she made a *prima facie* showing that Mark dissipated cash and that his "general and vague statements" as to how he used the money was insufficient to rebut her claim. She maintains that Mark dissipated an additional $46,000 in connection with the sale of the Sterling home, due to his failure to repair the well to complete the transaction with the first prospective purchasers. Mark responds that the court correctly rejected Lorraine's claims of dissipation, as he accounted for his cash withdrawals. As for the loss he incurred in connection with selling the Sterling home, he emphasizes that he did not benefit from the loss and that there was no guarantee that the first transaction would have gone through had he installed the well.

¶ 59 Dissipation is "the 'use of marital property for the sole benefit of one of the spouses for a purpose unrelated to the marriage at a time that the marriage is undergoing an irreconcilable breakdown.' " *In re Marriage of Schneeweis*, 2016 IL App (2d) 140147, ¶ 33 (quoting *In re Marriage of O'Neill*, 138 Ill. 2d 487, 497 (1990)). "The spouse charged with dissipation has the burden of proving, through clear and specific evidence, how the marital funds were spent, and vague and general testimony that the funds were used for marital expenses is inadequate to meet this burden." *Schneeweis*, 2016 IL App (2d) 140147, ¶ 37. "It is the role of the trial court to

determine whether dissipation has occurred, and we will not disturb its factual findings in that respect unless they are against the manifest weight of the evidence." *In re Marriage of LaRocque*, 2018 IL App (2d) 160973, ¶ 87.

¶ 60 The parties stipulated that their marriage started to break down on November 15, 2015. A few of the disputed cash withdrawals predated the beginning of the breakdown of the marriage and would not constitute dissipation by definition. As for the remaining cash transactions, the court's findings were not against the manifest weight of the evidence. Mark explained that, unlike his business expenses, he never kept records of how he spent his weekly personal expenditures. Lorraine asserts that it was of "no legal relevance" that Mark followed this same course of conduct prior to the marriage, yet she fails to cite any authority in support of that contention. Furthermore, Mark offered more than generalized and vague statements to account for his cash transactions. He testified that he spent roughly $300 per week on items such as restaurants, groceries, a housekeeper, tithing, gas, and medicine. In the three months before trial, Mark kept track of his cash expenditures and updated his financial affidavit to reflect those expenditures. Under those circumstances, the court reasonably concluded that Mark accounted for his cash expenditures and that he did not use the money for purposes that were unrelated to the marriage.

¶ 61 Lorraine's claim that Mark dissipated assets in connection with the sale of the Sterling home is specious. The evidence clearly supported a conclusion that Mark made a rational decision not to install a new well for $16,000 or $17,000 in the absence of a guarantee that doing so would remediate the bacteria. The parties' real estate agent testified that Mark explored other options, such as giving the prospective purchasers a credit for a UV filter, which the purchasers rejected. Lorraine acknowledges (as she must, given the evidence) that "[c]ertainly Mark

derived no personal benefit from having the Sterling house sell for $215,000.00 instead of $260,000.00." Relying on *In re Marriage of Daebel*, 404 Ill. App. 3d 473 (2010), however, she argues that Mark's "deliberate conduct" cost the parties $46,000. Without citing the record, she also claims that "the real estate agent strongly advised Mark" to repair the well. Contrary to what Lorraine represents, the real estate agent did not testify that he advised the parties to install the well. The evidence also stands in stark contrast to *Daebel*, a case where the wife admitted that she attempted to reduce the equity value of the parties' home. *Daebel*, 404 Ill. App. 3d at 491. The court's finding that Mark did not dissipate assets was not against the manifest weight of the evidence.

¶ 62 D. Remaining Contentions

¶ 63 Lorraine includes comments interspersed throughout her brief that might be construed as additional arguments. For example, she asserts that Mark should be awarded the debt connected with a loan that the parties took out during the marriage to restructure her credit card debt. The court indeed allocated that debt to Mark. We assume that Lorraine does not want us to revisit that issue.

¶ 64 Lorraine also mentions the statutory factors regarding the distribution of marital property. Her argument rests on the premise, which we have already rejected, that the marital estate was worth $322,437. She does not specifically challenge the allocation of the parties' personal effects.

¶ 65 Finally, although Lorraine asks us to "award the contribution to her attorney's fees from Mark's share of the marital estate," she has forfeited the argument by failing to cite legal authority. See *Hall*, 2012 IL App (2d) 111151, ¶ 12 ("Mere contentions, without argument or citation to authority, do not merit consideration on appeal."). Forfeiture aside, Lorraine's

argument fails, as we have already affirmed the court's finding that there was no substantial marital estate to allocate. We also lack a record of the court's July 16, 2018, hearing on the issue of attorney fees. In the absence of a record that is sufficient to support a claim of error, we presume that the court's order complied with the law and had a sufficient factual basis. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984).

¶ 66 III. CONCLUSION

¶ 67 For the reasons stated, we affirm the judgment of the circuit court of Lee County.

¶ 68 Affirmed.