

SUPREME JUDICIAL COURT OF MAINE

Black v. Black

164 A.3d 966 (Me. 2017) · Decided June 20, 2017

SUMMARY

The Maine Supreme Judicial Court affirmed an order requiring James Black to pay his former wife arrearages owed under their divorce judgment. Although the trial court denied Dorothy Black’s motion for contempt, it found that James had failed to make required rental-income payments and had the ability to pay. The appellate court concluded that the trial court’s order was within its remedial authority under Maine Rule of Civil Procedure 66 and that James was not unfairly prejudiced.

CASE DETAILS

COURT	Supreme Judicial Court of Maine
WRITING FOR THE COURT	Hjelm, J.; Alexander; Gorman; Hjelm; Humphrey; Jabar; Mead; Saufley
JURISDICTION	Maine
DECIDED	June 20, 2017
DISPOSITION	affirmed
PROCEDURAL POSTURE	James Black appealed from a District Court judgment denying Dorothy Black's motion for contempt but ordering James to pay the arrearage and costs arising from his failure to comply with the parties' divorce judgment.
PRECEDENTIAL VALUE	Published precedential opinion of the Supreme Judicial Court of Maine
PARTIES	James A. Black v. Dorothy D. Black

TOPICS

- family law procedure
- divorce
- contempt
- remedies
- appellate procedure

PRACTICE AREAS

- family law
- civil procedure
- contempt
- appellate procedure
- remedies

QUESTIONS PRESENTED

1. Whether a court may order payment of an arrearage and costs after nominally denying a motion for contempt when the court's findings necessarily establish that the elements of contempt were proved.
2. Whether the District Court improperly relied on James's unrepresented status at the time of the divorce in declining to find contempt.

HOLDINGS

1. Under the unusual circumstances presented, the District Court acted within its authority by ordering James to pay the arrearage and costs even though it nominally denied Dorothy's contempt motion, because the court's findings implicitly and necessarily established contempt and the remedy fell within Maine Rule of Civil Procedure 66.
2. A court may not give a party special consideration merely because the party was unrepresented when the divorce judgment or agreement was entered.

KEY QUOTATIONS

“Given these unique circumstances, the court did not err by issuing an order enforcing James’s liability to Dorothy.” (164 A.3d at 969)

“Because unrepresented parties are not entitled to special consideration, see Ezell v. Lawless, 2008 ME 139, ¶ 22, 955 A.2d 202, this was an improper rationale for the court to deny Dorothy’s motion.” (164 A.3d at 969)

FACTUAL BACKGROUND

The parties' 2012 divorce judgment required James to pay Dorothy \$378.50 per month from rental income generated by an apartment located on property awarded to James. James stopped making the payments for eleven months, acknowledged that he owed Dorothy money, and had been receiving the full rental income while possessing assets sufficient to pay the arrearage. The District Court found the payment obligation clear and found that James had the present ability to pay, but declined to expressly find contempt because the parties had been unrepresented when they entered the divorce agreement.

PROCEDURAL HISTORY

The parties were divorced in 2012 under a judgment incorporating their written settlement agreement. Dorothy filed a contempt motion under Maine Rule of Civil Procedure 66 alleging that James failed to pay her the required share of rental income. After a hearing, the District Court declined to expressly find James in contempt but ordered him to pay \$4,163.50 in arrears and \$152.09 in costs; James timely appealed.

DISPOSITION

affirmed

CASES CITED

- Murphy v. Bartlett, 2014 ME 13, ¶¶ 9, 16, 86 A.3d 610
- Ezell v. Lawless, 2008 ME 139, ¶ 22, 955 A.2d 202

- U.S. Bank Trust, N.A. v. Mackenzie, 2016 ME 149, ¶ 8, 149 A.3d 267

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