

SUPREME COURT OF MONTANA

In re Marriage of Hart

258 P.3d 389 (Mont. 2011) · No. No. DA 10-0192 · Decided May 12, 2011

SUMMARY

The Montana Supreme Court considered disputes over back child support, sanctions for inconsistent pleadings, and attorney fees under a marital settlement agreement. It held that the wife's statements in court filings that the husband was current on child support constituted judicial admissions, and it affirmed that he did not owe back child support. The court vacated the sanctions award, held that the husband was entitled to attorney fees as the prevailing party under the settlement agreement, and remanded for determination of those fees.

CASE DETAILS

COURT	Supreme Court of Montana
WRITING FOR THE COURT	Justice Patricia O. Cotter; James C. Nelson; Beth Baker; Brian Morris; Jim Rice
JURISDICTION	Montana
DECIDED	May 12, 2011
DOCKET	No. DA 10-0192
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Margot Hart appealed orders concerning alleged back child and medical support and sanctions for inconsistent pleadings. Scott Hart cross-appealed the failure to award all attorney fees under the parties' marital settlement agreement.
STANDARD OF REVIEW	Findings of fact are reviewed for clear error; conclusions of law are reviewed for correctness; and grants or denials of attorney fees are reviewed for abuse of discretion.
PRECEDENTIAL VALUE	Published Montana Supreme Court opinion; precedential
PARTIES	Margot Luckman Hart v. Scott L. Hart

TOPICS

- child support
- attorney fees
- family law procedure
- appellate procedure
- contracts

PRACTICE AREAS

family law

civil procedure

appellate procedure

contracts

QUESTIONS PRESENTED

1. Whether Margot's statements in court filings that Scott was current on child support constituted judicial admissions precluding her claim for arrearages through the relevant period.
2. Whether the District Court erred by finding that Margot filed inconsistent pleadings and imposing attorney fees as sanctions.
3. Whether the District Court erred in determining that Scott did not owe Margot back child or medical support.
4. Whether Scott was entitled under the marital settlement agreement's prevailing-party provision to all attorney fees and costs incurred in defending Margot's claims, including fees on appeal.

HOLDINGS

1. Unequivocal factual statements in written documents filed with the district court and signed by a party or the party's attorney may constitute binding judicial admissions, even when made in litigation addressing another issue and even when contained in proposed findings not adopted by the court.
2. The sanctions award could not be reviewed for abuse of discretion because the District Court did not identify the legal authority on which it relied; the sanctions award was therefore vacated.
3. The District Court did not err in determining that Scott owed Margot no back child or medical support because the evidence established that the social security payment and other payments resulted in an overpayment under every presented calculation method.
4. Because Scott prevailed on Margot's support claims, the clear prevailing-party provision in the settlement agreement entitled him to all costs and attorney fees incurred in defending those claims, including recoverable fees on appeal, but not fees connected to his separate cross-motion to revise child support and obtain a new parenting plan.

KEY QUOTATIONS

“A judicial admission has a conclusive effect upon the party who makes it, and prevents that party from introducing further evidence to prove, disprove, or contradict the admitted fact.” (§ 14)

“Thus, it was not error for the District Court to assume Margot's written statements were true and to conclude that the statements were judicial admissions.” (§ 16)

“By the terms of the Settlement Agreement, Scott should have been awarded all of his costs and attorney fees expended in defense of Margot's claims, as the prevailing party.” (§ 29)

FACTUAL BACKGROUND

Scott and Margot Hart divorced in May 1993 and agreed that Scott would pay monthly child support and half of the children's uninsured medical expenses. In filings during litigation over the children's residence, Margot stated

that Scott had not failed to pay child support and later stated that he was current through at least September 2001. After Scott suffered a catastrophic injury and the children received lump-sum and monthly social security dependent benefits, Margot sought more than \$34,000 in alleged back support, while an expert calculated that the benefits and payments resulted in an overpayment under every accounting method presented.

PROCEDURAL HISTORY

The parties divorced in 1993 and entered a marital and property settlement agreement requiring Scott to pay child support and a share of uninsured medical expenses. After Margot sought a determination of more than \$34,000 in alleged arrearages, the Fourth Judicial District Court determined that Scott was current through September 2001, found that social security payments resulted in an overpayment, imposed partial attorney fees as sanctions, and declined to award Scott all fees under the settlement agreement. The Montana Supreme Court affirmed the judicial-admission and arrearage rulings, vacated the sanctions award, and reversed and remanded for determination of all recoverable contractual fees and costs.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Remand for a hearing to determine all fees incurred by Scott in responding to Margot's June 9, 2008 motion to determine back child and medical support, in both the District Court and on appeal. Scott may not recover fees incurred in connection with his cross-motion to revise child support and obtain a new parenting plan. The sanction award is vacated, while the judicial-admission and no-arrearage rulings are affirmed.

CASES CITED

- In re Szafryk, 2010 MT 90, ¶ 18, 356 Mont. 141, 232 P.3d 361
- In re Marriage of Gorton, 2008 MT 123, ¶ 45, 342 Mont. 537, 182 P.3d 746
- Bitterroot Intl. Sys. v. Western Star Trucks, Inc., 2007 MT 48, ¶ 41, 336 Mont. 145, 153 P.3d 627
- Denke v. Shoemaker, 2008 MT 418, ¶ 84, 347 Mont. 322, 198 P.3d 284
- Kohne v. Yost, 250 Mont. 109, 112, 818 P.2d 360, 362 (1991)
- Conagra, Inc. v. Nierenberg, 2000 MT 213, ¶¶ 44-45, 301 Mont. 55, 7 P.3d 369
- City of Cleveland v. Cleveland Elec. Illuminating Co., 538 F. Supp. 1257, 1280 (N.D. Ohio 1980)
- Parker v. Stern Bros. & Co., 499 S.W.2d 397, 411 (Mo. 1973)
- In re Marriage of Gingerich, 269 Mont. 161, 167, 887 P.2d 714, 717-18 (1994)
- In re Marriage of Cowan, 279 Mont. 491, 503-04, 928 P.2d 214, 222 (1996)
- In re Marriage of Caras, 263 Mont. 377, 385, 868 P.2d 615, 619-20 (1994)
- Doig v. Cascaddan, 282 Mont. 105, 112-13, 935 P.2d 268, 272 (1997)
- E.C.A. Env. Mgt., Inc. v. Toenyas, 208 Mont. 336, 345, 679 P.2d 213, 217-18 (1984)

