

SUPREME COURT OF WYOMING

Asherman v. Asherman

221 P.3d 302, 2009 WY 141 (Wyo. 2009) · No. S-09-0050 · Decided November 17, 2009

SUMMARY

The Wyoming Supreme Court reviewed a dispute over the interpretation of a divorce property settlement agreement. The court held that the agreement clearly required the remaining balance of a \$155,000 debt associated with the wife's residence to be paid from the joint proceeds of the sale of property before the remaining proceeds were divided equally. The court affirmed the district court's order in favor of the wife.

CASE DETAILS

COURT	Supreme Court of Wyoming
WRITING FOR THE COURT	Kite, Justice; Voigt, C.J.; Golden, J.; Hill, J.; Kite, J.; Burke, J.
JURISDICTION	Wyoming
DECIDED	November 17, 2009
DOCKET	S-09-0050
DISPOSITION	affirmed
PROCEDURAL POSTURE	Husband appealed an order interpreting the parties' divorce settlement agreement and directing that the balance of a \$155,000 debt associated with Wife's residence be paid from the joint proceeds of the sale of marital property before the remaining proceeds were divided equally.
STANDARD OF REVIEW	De novo. Whether the settlement agreement was clear or ambiguous was a question of law, and the Supreme Court did not defer to the district court's determination.
PRECEDENTIAL VALUE	Published Wyoming Supreme Court opinion
PARTIES	Richard E. Asherman v. Robyn R. Asherman

TOPICS

- contract interpretation
- dissolution of marriage
- community property
- standard of review
- appellate procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the settlement agreement was clear and unambiguous regarding payment of the Alpine Avenue debt.
2. Whether the agreement required the outstanding balance of the \$155,000 Alpine Avenue debt to be paid from the joint proceeds of the Logan Mountain property sale before the remaining proceeds were divided equally.
3. Whether the provision allowing Husband reimbursement from Wife's share for payments he had made on the debt created an ambiguity or permitted the debt to be paid solely from Wife's share.

HOLDINGS

1. The settlement agreement was clear and unambiguous; the parties' disagreement about its meaning did not itself create an ambiguity.
2. The outstanding balance on the \$155,000 debt resulting from Wife's purchase of the Alpine Avenue residence was to be paid from the joint proceeds of the Logan Mountain property sale before the remaining proceeds were divided equally.
3. The reimbursement provision gave Husband an alternative procedure if he paid the debt from his separate funds, but it did not make the agreement ambiguous or alter the requirement that any balance remaining at the time of the property sale be paid from the joint sale proceeds.

KEY QUOTATIONS

“These provisions very clearly establish that the Alpine Avenue debt was to be paid out of the proceeds from the sale of the Logan Mountain property before the remainder was split equally between the parties.” (221 P.3d at 305)

“Like in Brockway and Wunsch, we conclude the plain language of the agreement controls here.” (221 P.3d at 305)

“In conclusion, the settlement agreement clearly stated that the outstanding balance on the \$155,000 debt resulting from the purchase of Wife's Alpine Avenue property would be paid out of the joint proceeds of the sale of the Logan Mountain property.” (221 P.3d at 306)

FACTUAL BACKGROUND

The parties entered into a detailed Child Custody and Property Settlement Agreement that was incorporated into their divorce decree. They agreed to sell the Logan Mountain property, pay specified debts from the sale proceeds, and divide the remaining net proceeds equally. One specified debt was the balance of a \$155,000 loan Husband had obtained to enable Wife to purchase her Alpine Avenue residence. After the Logan Mountain property sold, the parties disagreed whether that debt was payable from the joint proceeds or only from Wife's share.

PROCEDURAL HISTORY

The district court entered a 2007 divorce decree incorporating the parties' Child Custody and Property Settlement Agreement. After the Logan Mountain property was sold, the parties disagreed about whether the Alpine Avenue debt should be paid from the joint sale proceeds or solely from Wife's share. The district court ruled for Wife, and Husband appealed. The Wyoming Supreme Court affirmed.

DISPOSITION

affirmed

CASES CITED

- Wunsch v. Pickering, 2008 WY 131, ¶ 16, 195 P.3d 1032, 1039 (Wyo. 2008)
- Lipps v. Loyd, 967 P.2d 558, 560-61 (Wyo. 1998)
- Examination Mgmt. Servs. v. Kirschbaum, 927 P.2d 686, 689 (Wyo. 1996)
- Brockway v. Brockway, 921 P.2d 1104, 1106-07 (Wyo. 1996)
- Amoco Prod. Co. v. Stauffer Chem. Co., 612 P.2d 463, 465 (Wyo. 1980)
- Brockway v. Brockway, 921 P.2d 1104, 1106-07 (Wyo. 1996)
- Wunsch v. Pickering, 2008 WY 131, ¶¶ 18-24, 195 P.3d 1032, 1040-41 (Wyo. 2008)

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