

SUPREME COURT OF WYOMING

Greene v. Finn

2007 WY 47 (Wyo. 2007) · No. No. 05-274 · Decided March 16, 2007

SUMMARY

The Wyoming Supreme Court reviewed a contempt judgment against a former husband for failing to comply with property, tax, alimony, and credit-card obligations in a divorce decree. The court held that failure to file a supersedeas bond did not require dismissal of the appeal. It affirmed the contempt findings concerning personal property, property taxes, and alimony, but reversed the finding concerning American Express debt because the decree was ambiguous as to that obligation.

CASE DETAILS

COURT	Supreme Court of Wyoming
WRITING FOR THE COURT	Voigt, C.J.; Golden, J.; Hill, J.; Kite, J.; James, D.J.
JURISDICTION	Wyoming
DECIDED	March 16, 2007
DOCKET	No. 05-274
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Husband appealed a district court order holding him in contempt for violating the property settlement agreement and divorce decree. The Supreme Court of Wyoming reviewed the contempt findings and the Estate's argument that the appeal should be dismissed for failure to post a supersedeas bond.
STANDARD OF REVIEW	In domestic-relations contempt cases, the court will not disturb the district court's decision absent a serious procedural error, a violation of a principle of law, or a clear and grave abuse of discretion. Questions of law are reviewed de novo.
PRECEDENTIAL VALUE	published
PARTIES	Stuart Hall Greene v. Carolyn Morse Finn, Personal Representative of the Estate of Jacquelyn K. Greene

TOPICS

- family law procedure
- contempt
- appellate procedure
- standard of review
- divorce

PRACTICE AREAS

family law

appellate procedure

civil procedure

remedies

QUESTIONS PRESENTED

1. Whether the appeal should be dismissed because Husband failed to post the supersedeas bond ordered by the district court.
2. Whether the district court abused its discretion, committed a serious procedural error, or violated a principle of law by holding Husband in contempt for failing to comply with specified provisions of the divorce decree.
3. Whether the divorce decree clearly and unambiguously required Husband to pay one-half of the American Express Blue and Platinum credit-card debt.

HOLDINGS

1. Failure to post a supersedeas bond does not require dismissal of an appeal when the bond was sought to stay enforcement of the judgment rather than to secure appellate costs. It removes the stay protection and leaves the judgment creditor free to execute on the judgment.
2. The district court properly held Husband in contempt for failing to deliver one-half of the artwork, deliver the Lichvar furniture and Blazer, pay the specified Rabbit Ears and Smole property taxes, and pay the required temporary alimony.
3. The district court erred in holding Husband in contempt for failing to pay one-half of the American Express Blue and Platinum account debt because the divorce decree did not clearly and unambiguously impose that obligation on him.

KEY QUOTATIONS

“A party need not obtain a stay of judgment, nor file a supersedeas bond, in order to take or prosecute an appeal. Failure to file such a bond is not grounds for dismissal of an appeal, but simply removes the supersedeas aspect of the appeal and leaves the party who obtained the judgment free to execute on the judgment.” (153 P.3d at 950)

“One of the controlling principles of law in contempt jurisprudence is that ambiguities in court orders “redound to the benefit of the person charged with contempt.”” (153 P.3d at 951)

“The decree did not, however, clearly order Husband to pay one-half of the American Express credit card debt, and the district court did err in finding him in contempt for that alleged failure.” (153 P.3d at 952)

FACTUAL BACKGROUND

The parties married in 1981, divorced in 2002, and had a property settlement agreement incorporated into their divorce decree. After Wife died in 2003, her estate alleged that Husband had failed to deliver property, pay specified taxes and alimony, and satisfy certain credit-card obligations. The district court found Husband in contempt and ordered property delivery and monetary payments, including one-half of the American Express Blue and Platinum account debts.

PROCEDURAL HISTORY

The parties' property settlement agreement was incorporated into their April 1, 2002, divorce decree. After Wife's death, her estate sought an order to show cause alleging that Husband had failed to comply with several property, tax, alimony, and credit-card obligations. Following a January 25, 2005, hearing, the district court entered judgment and contempt findings. Husband appealed; the Supreme Court affirmed the contempt findings concerning property, taxes, and alimony, reversed the finding concerning American Express debt, and remanded.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Remanded for further proceedings consistent with the opinion, including removal or reconsideration of the contempt judgment concerning the American Express credit-card debt.

CASES CITED

- Crites v. Alston, 837 P.2d 1061, 1066, 1069-70 (Wyo. 1992)
- V-1 Oil Co. v. People, 799 P.2d 1199, 1202-03 (Wyo. 1990)
- Bard Ranch Co. v. Weber, 557 P.2d 722, 733 (Wyo. 1976)
- Ford v. Kammerer, 450 F.2d 279, 280 (3d Cir. 1971)
- Cunningham v. Eighth Judicial Dist. Court of State of Nev., In and For Clark County, 729 P.2d 1328, 1333-34 (Nev. 1986)
- Southwest Gas Corp. v. Flintkote Co.—U.S. Lime Div., 659 P.2d 861, 864 (Nev. 1983)
- Ex parte Slavin, 412 S.W.2d 43, 44 (Tex. 1967)
- Pittman v. Pittman, 999 P.2d 638, 641 (Wyo. 2000)