

IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PENNA.

JOAN LEAH WHITE :
Plaintiff :
V. : No. 02-20,189
SHAWN ROBERT WHITE :
Defendant :

OPINION AND ORDER

On 21 July 2003, Joan Leah White (Wagner) filed a Petition to Enforce Agreement. The hearing was held on Friday, 18 July, 2003. The Agreement in issue is dated 5 November, 1998. Three issues were raised:

Personal Property:

The Plaintiff contends she left the listed personal property in the custody of the Defendant while he was in the service and stationed in Camp Darby, Italy. She stated that when she left Italy, he agreed to ship the personal property to her when she arrived in the United States. She alleges the personal property was worth \$5,195.00. These allegations are denied by the Defendant, Shawn Robert White.

The agreement provides in paragraph 22:

TANGIBLE PERSONAL PROPERTY. The parties have already divided their tangible personal property. All such items thereof now owned, possessed or hereafter acquired by a party shall be owned, held and

enjoyed by that party as his or her sole and separate property, free and clear of any claim by the other and with the power to dispose of same as fully in all respects as if he or she were unmarried. The parties waive a trial for court-ordered division of said personal property.

The Agreement does not provide for the Defendant to ship the listed personal property to the Plaintiff when she arrived in the United States. Such an agreement, if any, was a subsequent oral agreement. The claim for \$5,195.00 will be **DENIED**.

1986 Honda Prelude:

Plaintiff contends she owned this automobile and that it was sold by the Defendant and he kept the sales price. She claims the value of the car at the time of sale was \$6,200.00 despite the fact that she paid approximately one-half of this amount when she purchased it.

Defendant admits selling the car for \$1,900.00. He claims he gave her \$1,000.00 and that she agreed he should keep \$900.00 for child support. The court finds the Defendant credible on this issue and Plaintiff's inflated claim for \$6,200.00 will be **DENIED**.

MBNA Platinum Card

Paragraph 25 of the Agreement provides:

JOINT OBLIGATIONS. The Husband hereby assumes, promise pay and agrees to be solely responsible for the following outstanding obligations, defending, indemnifying and holding the Wife harmless there from:

Creditor Pmt.	Approx. Balance	Monthly
MBNA Platinum	\$2,500.00	\$50.00

The Defendant claims he had a MBNA Platinum Card in his name alone and that the account balance at the time the Agreement was signed was approximately \$2,600.00. He contends that he paid this in full in compliance with the Agreement.

Plaintiff contends she had a MBNA Platinum card in her name on which defendant was an authorized user and that this card had a balance of \$2,456.25 at the time of the signing of the Agreement. Plaintiff claims this is the card that was subject to the Agreement; that it was never paid by the Defendant and that she had to pay \$3,423.51 on 31 December, 2001 to satisfy this debt.

The court finds the Plaintiff credible on this issue and the Defendant will be ordered to pay to Plaintiff the sum of

\$3,423.51 plus interest at the rate of 5 percent per annum
from 31 December 2001.

The claim for counsel fees will be **DENIED**.

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O R D E R

AND NOW, this 21st day of July, 2003, it is **ORDERED** that the claims of Joan Leah White Wagner for the personal property in the amount of \$5,195.00 and the value of the 1986 Honda Prelude are **DENIED**. **IT IS FURTHER ORDERED** that SHAWN ROBERT WHITE shall pay to Joan Leah White Wagner the sum of \$3,423.51 plus interest at 5 percent per annum from 31 December 2001, for his obligation to pay the balance of the MBNA Platinum Card.

The claim for counsel fees is **DENIED**.

BY THE COURT,

Clinton W. Smith, P.J.

C: Janice R. Yaw, Esquire
Shawn R. White
529 E. Water St.
Hughesville, PA 17737