

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

STANLEY J. WINNER :
Plaintiff :
v. : No. 00-21,013
DORIS J. WINNER :
Defendant :

OPINION AND ORDER

This matter is before the Court on Petition of Doris J. Winner for reconsideration of this Court's Order of March 26, 2004. This case has a history which is "littered" with contempt motions and delays which created the present situation, and Mr. Winner was the author of some of his own difficulties by failing to promptly follow earlier Orders of this Court.

This particular matter before the court today was essentially a Petition to Enforce the Order of March 14, 2002, which provided, "Mr. Winner is ordered and directed to pay the sum of \$756.00 to Mrs. Winner every month thereafter, starting with April 2002 and continue [sic] until such time as the Air Force quattro is accepted and paid to Mrs. Winner in accordance with the prenuptial agreement." This Court on March 26, 2004, ordered the payment of that sum through August 21, 2003, which was the date of the parties' divorce. Defendant, Mrs. Winner, is asking reconsideration to keep that payment going. She wants the Court to construe and interpret the March 2002 Order

to create a lifetime benefit for her. The Court believes that the Order of March 14, 2002 was merely a temporary Order meant to deal with a short term situation until a divorce was entered. There is absolutely no basis in the parties' Pre-Nuptial Agreement of May 22, 1998, nor is there a basis in equity, justice or common sense to do what is requested by Mrs. Winner. In short, the Court declines to change its Order of March 26, 2004.

The Court would note that this was not a first marriage for either of the parties and that the marriage ended after a relatively short period of time. The Pre-Nuptial Agreement referenced above, which controlled the rights and duties of the parties, was very clear in its intent to waive the remedial broad authority of the Courts as it relates to divorce. Specifically, the Pre-Nuptial Agreement waived inheritance rights, equitable distribution rights, alimony, spousal support, maintenance, alimony pendente lite, and counsel fees. The Agreement did create for Mrs. Winner two entitlements, contained in Paragraph XXII, which are essentially as follows:

1. Mr. Winner would be responsible for household expenses at Mrs. Winner's home.
2. Mrs. Winner would receive 75% of Mr. Winner's military pension if she survived him.

Both parties are still living and the Divorce Decree was entered August 21, 2003. The same contract principles which govern the validity and interpretation of ordinary contracts are applied to this kind of agreement and the

intent of the parties is to be gleaned from the language of the Agreement itself. Raiken v. Mellon, 399 Pa. Super 192, 582 A.2d 11, (1990).

The Court finds that Paragraph VII makes the parties' intent absolutely clear in that it "waives any and all right to receive payments on account of spousal support, maintenance, alimony pendente lite, alimony, counsel fees or costs of [sic] any other payments of a similar nature" in the event of a divorce. Clearly, Mr. Winner was required to maintain Mrs. Winner's home, but that right does not survive a divorce by terms of the Agreement. That was also clearly the finding of this Court in its Order of December 21, 2000, which was entered by agreement of the parties some two years in advance of the Order Mrs. Winner now attempts to use to create a lifetime benefit. This petition seeks to change that agreement which was approved by the Court.

This Court agrees with the Honorable Clinton W. Smith's Opinion of November 1, 2002 where he found that the March 14, 2002, Order was in error because it was contrary to the Pre-Nuptial Agreement. Mrs. Winner argues that this Court cannot correct that error because more than 30 days have elapsed since the entry of that Order. To the contrary, a Court has inherent power to correct patent mistakes, mistakes in its orders, judgments, and decrees after the term of 30 days have expired.

Commonwealth v. Cole, 437 Pa 288, 292, 263 A.2^d 339 (1970).

Here we have a patent error on the face of an Order that was recognized by the Court in 2002. In interpreting a statute that was the predecessor of 42 Pa.C.S. 5505 as cited by Mrs. Winner, our Supreme Court has stated that the statute was never intended to eliminate the inherent power of the Court to correct obvious and patent mistakes in its orders, judgments and decrees. Id. at 293. The Superior Court has stated that Pennsylvania Courts have full chancery powers to grant relief against inequitable judgments. Great American Credit Corporation v. Thomas Mini Markets, Inc. 230 Pa Super 210, 213, 326 A.2^d 517 (1974).

To the extent it may be deemed necessary, this Court finds that the mistaken Order of March 14, 2002, represents an extraordinary cause justifying intervention by this Court to correct an unjust situation. See Egan v. Egan, 2000 Pa. Super 26, 759 A.2^d 405 (2000). In short, the Court believes that this conclusion represents a sound and obvious interpretation of the intent of the parties in their Pre-Nuptial Agreement, and also remedies the harsh result from the patent error in the March 14, 2002, Order.

O R D E R

AND NOW, this 4th day of May, 2004, the Petition for Reconsideration filed by Doris J. Winner is **DENIED** and this Court's Order of March 26, 2004, is **Affirmed**.

BY THE COURT,

Richard A. Gray, Judge

C: Honorable Richard A. Gray, Judge
Dana Jacques, Law Clerk
Janice R. Yaw, Esquire
Scott T. Williams, Esquire
Gary Weber, (Law Assoc.)