



provide Wife with the sum of \$118,293.22 which is due her pursuant to the terms of this Agreement.

The Pennsylvania Superior Court has held, “[S]ettlement agreements are regarded as contracts and must be considered pursuant to general rules of contract interpretation.” Friia v. Friia, 780 A.2d 664 (Pa.Super. 2001), *citing* Amerikohl Mining, Inc. v. Mt. Pleasant Twp., 727 A.2d 1179, 1181-2 (Pa.Cmwlt. 1999). The fundamental rule in construing a contract is to ascertain the intention of the parties.” Id. at 668. Thus, “the court will adopt an interpretation which under the circumstances ascribes the most reasonable, probable, and natural conduct of the parties, bearing in mind the objects manifestly to be accomplished.” Id., *citing* Charles D. Stein Revocable Trust v. General Felt Industries, Inc., 749 A.2d 978, 980 (Pa.Super. 2000).

Husband contends that pursuant to the language set forth above, Wife is to receive 68.69% of the value of the parties’ investment accounts, or \$118,293.22 as determined in March/April 2005 and 57.5% of the increase of value in the accounts.

Wife asserts that she is entitled to retain 68.69% of the accounts because the parties have been unable to agree to a division of the accounts. Wife bases this reading on one sentence of the paragraph cited above.

As the language at issue clearly sets forth the division of the investment accounts at issue, ascribing a current value to the accounts and providing the proportionate split for any increase or decrease in value, the sentence relied upon by Wife is inconsistent with the agreement that has been clearly set forth in the preceding sentences. Moreover, the sentence following which states that, “This would provide Wife with the sum of \$118,293.22 which is due her pursuant to the

terms of the Agreement” does not permit the reading that Wife suggests. As Husband’s reading of the language ascribes the most reasonable interpretation of the contract language as a whole, this Court finds that Wife is to receive 68.69% of the value of the parties’ investment accounts, or \$118,293.22, and 57.5% of the increase of value in the accounts.

**ORDER**

AND NOW, this 29<sup>th</sup> day of September, 2010, following argument on Mr. T’s Motion to Enforce Separation Agreement, it is hereby ORDERED and DIRECTED that the parties have sixty (60) days in which to complete all necessary paperwork and execute any and all necessary documents to complete a transfer of the fund values as set forth in the Marital Settlement Agreement so that Wife receives 68.69% of the value of the parties’ investment accounts, or \$118,293.22 as determined in March/April 2005 and 57.5% of the increase of value in the accounts. The parties are additionally DIRECTED to complete any and all necessary paperwork within sixty (60) days to appropriately preserve and divide any of the listed funds that require transfer before they can be divided. Husband’s claim for attorneys’ fees and costs is hereby DENIED.

BY THE COURT,

\_\_\_\_\_  
Richard A. Gray, J.

cc: Donald F. Martino, Esquire

Lori A. Rexroth, Esquire

Gary Weber, Esquire