

**IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY,
PENNSYLVANIA**

ET,		:	NO. 14-20, 430
	Plaintiff	:	
		:	
	vs.	:	
		:	
MT,		:	
	Defendant	:	IN DIVORCE

OPINION & ORDER

AND NOW, this 3rd day of February, 2015, this order is entered after a hearing held on January 14, 2015 regarding Wife’s Petition to Enforce Prenuptial Agreement filed October 28, 2014, and Husband’s Petition for Special Relief filed October 28, 2014. Present at the hearing was Wife, ET, with her counsel Lori Rexroth, Esquire, and Husband, MT, with his counsel Christina L. Dinges, Esquire. By agreement of both parties and their counsel, counsel made oral statements on the record of the facts each party would present for the Court’s consideration.

Background

The parties entered into a Prenuptial Agreement, hereinafter “Agreement”, on December 27, 2008. The parties separated on September 2, 2013. Both intended that Husband would retain the home the parties resided in during their marriage.

Analysis

Wife argues she is entitled to a payment in the amount of \$27,000.00. This total represents the number of months that the parties were married multiplied by \$500.00. Wife additionally seeks attorney’s fees in the amount of \$437.50 for the enforcement of the Agreement. Wife relies on Exhibit “A” to the Agreement where Wife lists her

financial assets. Wife's list includes the following handwritten language: "\$500/month towards house located at 685 Southmont Avenue, South Williamsport, PA 17702, since August 1, 2008 plus half of all appreciated value over \$235,000". Wife additionally relies on Exhibit "B" to the Agreement where Husband lists his financial assets. Husband's list includes as his asset, "The value of the house minus 500 a month from Aug 1st 2008 to possible split date In addition to minus half of any appreciated value over cost of house plus improvements which as of this date is \$235, 000".

Husband argues that the reading of the handwritten exhibits is an error and that this Court should read the actual agreement.

In Pennsylvania, we enforce property settlement agreements between husband and wife in accordance with the same rules applying to contract interpretation. A court may construe or interpret a consent decree as it would a contract, but it has neither the power nor the authority to modify or vary the decree unless there has been fraud, accident or mistake. . . .

It is well-established that the paramount goal of contract interpretation is to ascertain and give effect to the parties' intent. When the trier of fact has determined the intent of the parties to a contract, an appellate court will defer to that determination if it is supported by the evidence. When construing agreements involving clear and unambiguous terms, this Court need only examine the writing itself to give effect to the parties['] understanding. The court must construe the contract only as written and may not modify the plain meaning of the words under the guise of interpretation. When the terms of a written contract are clear, this Court will not rewrite it or give it a construction in conflict with the accepted and plain meaning of the language used. Conversely, when the language is ambiguous and the intentions of the parties cannot be reasonably ascertained from the language of the writing alone, the parole evidence rule does not apply to the admission of oral testimony to show both the intent of the parties and the circumstances attending the execution of the contract.

A contract is ambiguous if it is reasonably susceptible of different constructions and capable of being understood in more than one sense. The court must determine as a question of law whether the contract terms are clear or ambiguous. When acting as the trier of fact, the court also resolves relevant conflicting parole evidence as to what was intended by the ambiguous provisions, examining surrounding circumstances to ascertain the intent of the parties.

Lang v. Meske, 850 A.2d 737, 739-40 (Pa. Super. 2004) (quoting *Osiel v. Cook*, 803 A.2d 209, 213-14 (Pa. Super. 2002)) (citations omitted).

Husband cites to Paragraph Two of the parties' Prenuptial Agreement dated December 27, 2008, in which, in sum, the parties each waive the right to any property belonging to the other including real property and any increase in value. Husband again cites to Paragraph Five arguing Wife waived any interest in real property. Finally, Husband cites to Paragraph Seven which expressly says "...under no circumstances shall either party owe the other any compensation whatsoever regarding (a) the property of the other party, real and personal..."

Husband's argument fails in one fundamental way. In each instance the Agreement specifically limits the terms if provided for elsewhere in the agreement. Paragraph Two includes the language "Except as otherwise provided below..." Paragraph Four and Seven both begin "Except as otherwise provided herein,..."

Both Exhibit "A" and Exhibit "B" were contemplated as part of the Agreement. The exhibits are referenced within the Agreement in Paragraph Three and Paragraph Six. The parties' intent is clear from the writings contained in the Exhibits. Wife was to receive \$500 month for the period of months the parties remained in an intact marriage plus, if applicable, half of the appreciated value of the residence. Husband deducts the same amount from his assets.

Husband argues that if the Court were to enforce this term, a hearing should be held concerning Wife's failure to pay the \$500 during the course of the marriage. There is no term, however, in the Agreement that obligates the Wife to make any payment to Husband.

Finally, both parties seek attorney's fees for bringing this action to Court. The parties were unable to reach an agreement as to the interpretation of the Agreement. Both

parties incurred attorney's fees for the hearing and filing of the Petitions. The Court does not believe attorney's fees are appropriate in this instance.

Conclusion

The Court finds that the contract terms were clear and unambiguous and accordingly the Court will not look further than the plain meaning of the words used. Therefore, Wife's Petition to Enforce Agreement is **GRANTED**. It is ORDERED and DIRECTED that Husband shall pay Wife the sum of \$27,000.00 within 90 days of the date of this Order. Husband's Petition for Special Relief is **DENIED**.

BY THE COURT,

Joy Reynolds McCoy, Judge