

ARKANSAS COURT OF APPEALS
NOT DESIGNATED FOR PUBLICATION
JUDGE DAVID M. GLOVER

DIVISION III

CA08-1281

May 20, 2009

ELLA JONES

APPELLANT

APPEAL FROM THE GREENE
COUNTY CIRCUIT COURT
[DR-06-52]

V.

HONORABLE LARRY B. BOLING,
JUDGE

JERRY D. JONES

APPELLEE

AFFIRMED

Appellant, Ella Jones, and appellee, Jerry Jones, were divorced by agreed decree entered on October 24, 2006. The decree contained the following provision in paragraph seven that is pertinent to this appeal: “Respondent [Jerry] shall pay to Petitioner [Ella] medical expenses in the amount of \$3643.00,” On January 30, 2008, Jerry filed a petition for citation for contempt, alleging that Ella had not paid the medical expenses pursuant to the agreed divorce decree. Following a hearing on the petition, the trial court concluded that it could not find Ella in contempt because the decree “does not provide where the money is to be paid” However, the trial court interpreted the decree to mean that Ella “has the obligation to satisfy joint obligations that were in both names.” The trial court’s order involving the medical expenses was entered on July 24, 2008. Ella

filed her notice of appeal on August 6, 2008. As her sole point of appeal, she contends that “an error of law occurred, when two years after the divorce decree was entered, the court sua sponte ordered the payment of specified creditors when the original divorce decree was silent on the issue.” We affirm.

In making her argument, Ella contends that while the trial court “interpreted” the decree to mean that she had the obligation to satisfy joint obligations that were in both parties’ names, “no such obligation was contained or reasonably inferable from the Court’s original order of 2006.” In support of her argument, Ella relies upon Rule 60 of the Arkansas Rules of Civil Procedure. She asserts that a trial court’s power to correct a mistake or error is to make the record speak the truth, but not to speak what it did not speak but ought to have spoken; that the original decree simply directed Jerry “to reimburse [Ella] for medical expenses”; that nothing in that order dictated that the expenses to be paid were joint expenses rather than expenses incurred by Ella during the period of separation; and that the trial court cannot, under the theory of clarification of the existing order, make the order include provisions that the Court should have included but did not.

We do not disagree with Ella’s recitation of the law, but we do not agree that the trial court went beyond interpreting/clarifying the divorce decree in this case. In *Abbott v. Abbott*, 79 Ark. App. 413, 420-21, 90 S.W.3d 10, 15 (2002) (citations omitted), our court explained:

Decisions rendered by courts of equity are reviewed *de novo* on appeal, and are not reversed unless we find that the trial judge's decision is clearly erroneous.

....

It is true that, according to Ark. R. Civ. P. 60, with the exception of clerical errors and certain exceptions not applicable here, the trial court did not have jurisdiction to modify the decree. However, it is apparent to us that the judge's decision was not a modification of the decree but was, instead, an interpretation, clarification, and enforcement of the divorce decree.

After ninety days, without the showing of one of the exceptions listed in Rule 60, a court has no power to modify or set aside an order. A trial court, however, has inherent power to enter an order for the purpose of correcting a judgment to ensure that the judgment is truthful and that it accurately reflects the court's original ruling. The power is not absolute, and the court is limited to correcting the order to reflect the action the court actually took as demonstrated by the record rather than the action the court should have taken. This being so, a trial court has the power to correct a decree to accurately reflect its original ruling or to interpret its prior decision. When the divorce decree is ambiguous, the trial court has jurisdiction to make changes that clarify what the court originally intended.

At the hearing on Jerry's petition, Ella testified in pertinent part:

My name is Ella Jones. In the divorce decree, Jerry was ordered to pay my medical bills of approximately \$3600.00 some odd dollars and I don't recall the rest. It is not correct that all the bills were to St. Bernards and Associated Radiologist. The money was just to be paid for medical bills. I did not pay St. Bernards and Associated Radiologist. I paid other medical bills. I do not know that Jerry's name and mine are on the medical bills.

....

At the time of the divorce, Jerry owed me approximately \$7200.00 worth of medical bills. The case was settled by Jerry giving me money to apply to the medical bills. There was never an understanding that any specific bill was going to be paid with the money Jerry paid me. I never had any obligation to pay all of the medical bills.

....

I used the money to pay back medical bills to pay my mother, father and sister. I owed the money because I was paying something like \$200.00 per month and I didn't have any money.

At the conclusion of the hearing, the trial court ruled:

The Court finds that under the divorce decree, the Defendant was obligated to pay \$3643.00 toward medical bills of the parties. The evidence is that Defendant paid \$3643.00 to the Plaintiff. The evidence is that at the time of the divorce, there was an outstanding bill at St. Bernard's Hospital for expenses of Plaintiff in the amount of \$2,896.73, that was in apparent joint names, there was a debt owed to Doctors Pathology.

. . . . But I am, in interpreting the decree that the Plaintiff has the obligation to satisfy joint obligations that were in both names. The Defendant's obligation was a total of \$3643.00 for medical expenses. I guess it is implicit in the decree that the balance of the debt is the Plaintiff's. I am directing that the Plaintiff pay and hold harmless the Defendant for the sum of the St. Bernard's debt. It looks like she paid other medical bills and only paid \$25.00 on the joint obligation. I am directing she pay it and hold him harmless for the non-payment and contact St. Bernard's to make arrangements to pay the debt.

I am going to require that the balance between the \$3643.00 and the \$2896.17 be applied to the Doctors Pathology bill and that the Plaintiff hold the Defendant harmless.

In so ruling, the trial court was clearly interpreting the decree to clarify what was originally intended, not to insert new provisions that were not contemplated by the decree. Moreover, the court's interpretation is sound: Ella was to satisfy the joint obligations that were in both parties' names; she was to pay those joint obligations and hold Jerry harmless; and it was implicit in the decree that the funds would be paid toward outstanding medical bills, and not to third parties who had loaned Ella money to pay previous medical bills. The trial court came to that conclusion by looking at the amount

ordered to be paid in the decree and the amount of outstanding medical bills that was in the parties' joint name.

Affirmed.

GLADWIN and GRUBER, JJ., agree.