STATE OF MICHIGAN

COURT OF APPEALS

LESLIE JOAN BRONN, M.D.,
n/k/a LESLIE MANOV, M.D.,

Plaintiff-Appellee,

v

DONALD BRONN, M.D.,

Defendant-Appellant.

UNPUBLISHED
May 30, 1997

No. 185175
Oakland Circuit Court
LC No. 91-409164 DM

Before: Saad, P.J., and Hood and McDonald, JJ.

MEMORANDUM.

By mutual agreement, the parties incorporated into their divorce decree provisions obligating defendant to fund the support and education of their two children, potentially to age 31. As the children were then only 6 and 8, the parties further agreed to require defendant to maintain life, disability, and other types of insurance as a guaranty of the fulfillment of these support and education obligations. The decree provides that such insurance "shall be guaranteed renewable for at least 16 years and shall be maintained for 16 years following this judgment."

We review on leave granted the trial court's construction of this provision as obligating defendant to maintain the insurance in full force and effect for 16 years following entry of the original divorce decree, and thereafter in an amount sufficient to satisfy the remaining obligations.

Although the relevant provisions of the original decree were beyond the power of the court to impose on its own authority, when incorporated into a divorce decree by agreement of the parties, such provisions are valid and enforceable, *Kasper v Metropolitan Life Ins Co*, 412 Mich 232, 238; 313 NW2d 904 (1981). Once incorporated into the decree, such provisions represent an exercise of the divorce court's traditionally broad equitable discretion, presumptively reached only after profound deliberation. Thus, with respect to matters of enforcement, the trial court has an equally broad discretion in interpreting and determining what it was and why the court had originally so decreed. *Greene v Greene*, 357 Mich 196, 202; 98 NW2d 519 (1959).

Here, the trial court's construction of the insurance provision of the divorce decree is well within its equitable discretion in reasonably construing the decree to effectuate its perception of its own intent in lending its imprimatur to the parties' agreement. Certainly, there is no language in the divorce decree which suggests that, after 16 years, with as many as 9 years remaining during which defendant would be obligated to fulfill his support and education obligations, defendant was entitled to cancel all insurance related to his guaranty.

The fact that no statute would have authorized the trial court to impose such requirements on its own is irrelevant. Defendant voluntarily assumed these obligations, and the trial court was empowered to construe the terms of the decree to effectuate its own intent in approving the parties' agreement by incorporating it into the divorce decree. No abuse of the trial court's equitable discretion having been established on this record, the order of July 5, 1994, is affirmed.

/s/ Henry William Saad
/s/ Harold Hood
/s/ Gary R. McDonald