

Commonwealth Of Kentucky

Court Of Appeals

NO. 2000-CA-002310-MR

WILLIAM A. LANGFORD

APPELLANT

v. APPEAL FROM BOYLE CIRCUIT COURT
HONORABLE DARREN W. PECKLER, JUDGE
ACTION NO. 99-CI-00053

LORETTA V. LANGFORD

APPELLEE

OPINION
AFFIRMING
** **

BEFORE: BUCKINGHAM, EMBERTON, AND TACKETT, JUDGES.

TACKETT, JUDGE: William A. Langford appeals from the denial without hearing of his motion to reduce the amount of maintenance owed to his former spouse, Loretta V. Langford, under an order entered June 30, 2000. The Boyle Circuit Court, in refusing to hear William's motion, made only forty-two days after the maintenance order was entered, relied on Dame v. Dame, Ky., 628 S.W.2d 625 (1982), which prohibits modification of a maintenance award of a fixed sum or its equivalent. William argues on appeal that the inclusion of the language, ". . . the Respondent's spousal maintenance obligation to the Petitioner shall be reviewed by this Court upon notice and motion . . ." converts the

June 30, 2000, maintenance award of \$200 per week for fifty-two weeks, followed by \$100 per week for an additional fifty-two weeks, into an open-ended maintenance award which may be reviewed and modified at the court's discretion if a change in the parties' circumstances warrants such modification.

As Loretta points out, however, the above language is taken out of context by William. The order actually reads as follows:

At the expiration of the Respondent having paid to the Petitioner spousal maintenance for a period of 104 consecutive weeks as set forth above, the Respondent's spousal maintenance obligation to the Petitioner shall be reviewed by this Court upon notice and motion in order to determine whether or not Respondent's spousal maintenance obligation to the petitioner should continue and, if so, the amount of said obligation to the Petitioner....

The above language does not convert the award into an open-ended maintenance obligation as William argues, but instead creates a closed-ended obligation which may be extended at the option of the circuit court upon a showing that the maintenance should continue. There is nothing in the language of the June 30, 2000, order that suggests that the maintenance award itself may be modified prior to the expiration of the 104 week period set forth in the order. The circuit court was correct in its application of Dame to these facts.

Accordingly, the decision of the Boyle Circuit Court is affirmed.

ALL CONCUR.

BRIEF FOR APPELLANT:

BRIEF FOR APPELLEE:

Kirk Alan Correll
Stanford, Ketnucky

Ephraim Woods Helton
Helton, Erwin & Sanders
Danville, Kentucky