

IN THE UTAH COURT OF APPEALS

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Wesley O. Bayles,)	MEMORANDUM DECISION
)	(Not For Official Publication)
Petitioner and Appellant,)	
)	Case No. 20041133-CA
v.)	
)	F I L E D
Linda Caryl Bayles,)	(July 20, 2006)
)	
Respondent and Appellee.)	2006 UT App 306

Second District, Farmington Department, 004702059
The Honorable Thomas L. Kay

Attorneys: Terry R. Spencer, Sandy, for Appellant
 Judy Dawn Barking, Ogden, for Appellee

Before Judges Bench, Billings, and McHugh.

PER CURIAM:

Wesley O. Bayles appeals from the district court's post-divorce decree order resolving the parties' respective orders to show cause. We affirm.

Wesley Bayles first argues that the district court erred in determining that he was not entitled to specific performance of an alleged contract between himself and Linda Bayles for the sale of a parcel of property in accordance with the terms of the parties' divorce decree. In reaching this conclusion, the district court found that there was no meeting of the minds between the parties. Wesley Bayles fails to marshal the evidence in support of this finding, and then demonstrate how such evidence is insufficient to support the finding. See State v. Larsen, 2000 UT App 106, ¶11, 999 P.2d 1252. "When a party fails to challenge a factual finding and marshal the evidence in support of that finding, we 'assume that the record supports the findings of the trial court" Heber City Corp. v. Simpson, 942 P.2d 307, 312 (Utah 1997) (citations omitted). Thus, we assume that the evidence supports the district court's finding that there was not a meeting of the minds. As such, Wesley Bayles is not entitled to specific performance.

Wesley Bayles next claims that the district court erred by allegedly modifying the divorce decree when no petition to modify had been filed. Rule 106 of the Utah Rules of Civil Procedure requires proceedings to modify a divorce decree to be "commenced by filing a petition to modify the divorce decree." Utah R. Civ. P. 106(a). However, it is axiomatic that a district court has the power to interpret or clarify the language of its own decree. See Land v. Land, 605 P.2d 1248, 1251 (Utah 1980) (concluding that district court's interpretation of term in settlement agreement incorporated into divorce decree did not supplant or modify original agreement but simply construed it in a manner contemplated by the parties); Busch v. Busch, 2003 UT App 131, ¶1, 71 P.3d 177 (reviewing order on motion to clarify divorce decree). By determining that Wesley Bayles could not deduct non-existent expenses from his purchase of the subject property, the district court merely interpreted the language of its prior decree; it did not modify that divorce decree. Thus, the district court acted within its power to clarify the language of its own decree.

Accordingly, the order of the district court is affirmed.

Russell W. Bench,
Presiding Judge

Judith M. Billings, Judge

Carolyn B. McHugh, Judge