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**STATE OF MINNESOTA
IN COURT OF APPEALS
A08-0196**

In re the Marriage of:
Charlotte Kay Sailors, petitioner,
Respondent,

vs.

James Thomas Sailors,
Appellant.

**Filed December 30, 2008
Affirmed
Bjorkman, Judge**

Goodhue County District Court
File No. 25-FX-96-001290

Charlotte Kay Sailors, 310 Third Avenue Southeast, Pine Island, MN 55963 (pro se respondent)

James Thomas Sailors, 409 Tamarack Trail, Farmington, MN 55024 (pro se appellant)

Considered and decided by Ross, Presiding Judge; Bjorkman, Judge; and Huspeni, Judge.*

* Retired judge of the Minnesota Court of Appeals, serving by appointment pursuant to Minn. Const. art. VI, § 10.

UNPUBLISHED OPINION

BJORKMAN, Judge

In this post-remand appeal, pro se appellant challenges the district court's denial of his motion to modify his spousal-maintenance obligation. We affirm.

FACTS

The parties' marriage of nearly 27 years was dissolved in October 1997. The stipulated judgment directed appellant husband James Sailors to pay \$650 in permanent monthly spousal maintenance to respondent wife Charlotte Sailors. The judgment also required husband to maintain a \$160,000 life-insurance policy for wife's benefit as security for the maintenance obligation.

In November 2005, husband moved to reduce his spousal-maintenance obligation and to terminate or reduce the life-insurance policy. He argued that the modification was warranted because of his increased medical expenses, his decreased net income, and wife's increased income. In an order dated January 4, 2006, the district court denied husband's modification motion, finding no substantial change in circumstances had occurred and husband had failed to demonstrate that his current obligation was unfair or unreasonable. The district court granted husband's motion to reduce the amount of the life insurance securing his maintenance obligation to \$30,000. The district court ordered husband to maintain insurance in this amount through August 2009, when wife reaches age 65 and becomes eligible to receive husband's monthly social security death benefit.

Both parties sought review by this court. We upheld the district court's decision regarding the reduction in the life-insurance amount but reversed and remanded the

district court's decision regarding husband's maintenance obligation. We instructed the district court to clarify the bases for its findings as to the parties' respective income and expenses to support its determination that modification was unwarranted. *Sailors v. Sailors*, No. A06-0379, 2007 WL 92894, at *3 (Minn. App. Jan. 16, 2007) (*Sailors I*).

On remand, the district court heard argument from counsel representing each party but denied husband's request for additional discovery. The district court again denied husband's motion to modify his maintenance obligation, finding there were no compelling grounds for modifying the agreed-to maintenance obligation. The district court identified the net monthly income and expense amounts on which it based its decision and indicated it obtained these figures from husband's own proposed findings of fact. This appeal follows.

D E C I S I O N

I. Appellant's expenses

Husband first argues that the district court understated his monthly expenses by using an "interim total" derived from his proposed findings, resulting in a finding that is inconsistent with the record.

"Findings of fact concerning spousal maintenance must be upheld unless they are clearly erroneous." *Gessner v. Gessner*, 487 N.W.2d 921, 923 (Minn. App. 1992). Findings of fact are clearly erroneous when they are "manifestly contrary to the weight of the evidence or not reasonably supported by the evidence as a whole." *Tonka Tours, Inc. v. Chadima*, 372 N.W.2d 723, 726 (Minn. 1985).

We require particularized findings to facilitate meaningful appellate review, to demonstrate that the district court considered all of the relevant statutory factors, and to satisfy the parties that the district court resolved their case fairly. *Lewis v. Lewis*, 414 N.W.2d 588, 590 (Minn. App. 1987). However, the district court's failure to make specific findings does not require remand "if the findings that were made reflect that the district court adequately considered the relevant statutory factors." *Peterka v. Peterka*, 675 N.W.2d 353, 360 (Minn. App. 2004); *see also Tuthill v. Tuthill*, 399 N.W.2d 230, 232 (Minn. App. 1987). This broader analysis applies "where, as here, multiple orders are used to resolve a question." *Peterka*, 675 N.W.2d at 360.

Husband's assertion that the district court understated his monthly expenses has some merit. In its January 4, 2006 order (initial order), the district court found husband had current monthly expenses of \$2,421.48, and monthly debt-reduction obligations of \$322.¹ In its June 28, 2007 order on remand (2007 order), the district court explained that its initial order relied on husband's submissions and adopted his proposed findings as to the parties' income and expenses. But the 2007 order still does not specifically articulate whether the expense figure on which husband's ability to pay is based includes his existing spousal-maintenance obligation and the cost of the life insurance.

¹ In our prior opinion, we instructed the district court to clarify the bases for these figures and specifically noted that the district court had not indicated whether husband's expense figure reflects his existing spousal-maintenance obligation or his newly reduced life-insurance obligation. *Sailors I*, 2007 WL 92894, at *3.

Nonetheless, it is apparent when reviewing the two orders together that the district court did consider both of these items.² Husband's proposed findings and the attached exhibits state that his "current monthly living expenses amount to \$2,421.48 and he has monthly debt reduction obligations amounting to \$322.00." The initial order incorporates both of these figures and separately states that the existing monthly spousal-maintenance obligation was \$650. Review of the two orders reveals the district court excluded this \$650 from both husband's expenses and wife's income when comparing their respective financial conditions. In other words, spousal maintenance was a constant and did not impact the court's analysis as to whether circumstances had substantially changed. With respect to the life-insurance obligation, the 2007 order states that the district court considered that husband "was the beneficiary of a reduction in a monthly obligation for a life insurance policy in the Court's Order of January 2006."

Although the district court may not have addressed this court's enumerated concerns as directly as it could have, husband's appeal does not present this issue. Rather, husband only challenges the district court's determination of his monthly expenses. Because the district court's orders, when read together, demonstrate that it considered all of husband's financial obligations in determining his monthly expenses, the district court's finding is not clearly erroneous.

² It is also clear that the district court appropriately compared the parties' current situation with their 1997 status to determine whether circumstances had substantially changed.

II. Acceptance of post-hearing “input”

Husband next asserts that the district court erred by “[a]ccepting input 15 days after the hearing.” In response to a specific request from husband, the district court accepted husband’s proposed findings 14 days after the hearing. No other documents were submitted in this time frame.³ Husband thus appears to challenge the district court’s acceptance of his own proposed findings. Therefore, the issue is not properly before this court. *See Twin Cities Metro. Pub. Transit Area v. Holter*, 311 Minn. 423, 425, 249 N.W.2d 458, 460 (1977) (stating that “[a] party who is not aggrieved by a judgment may not appeal from it”). Moreover, the merits of husband’s argument are not persuasive.

Although husband does not articulate why it was error for the district court to receive his proposed findings after the initial motion hearing, his description of the proposed findings as “additional data” suggests that he is arguing that the district court improperly accepted evidence after the hearing. But proposed findings are not evidence. The district court’s acceptance and consideration of husband’s proposed findings therefore does not constitute improper acceptance of additional evidence after the hearing. Even if the proposed findings were considered evidence, husband specifically requested an opportunity to present the very proposed findings he now criticizes the district court for accepting. The issue is not properly before this court and husband has

³ The district court also accepted additional income and expense information from both parties after the hearing. The parties submitted this information shortly after the hearing and it does not appear to be the subject of husband’s challenge. Nor would such a challenge be meritorious, because the record reflects that the district court accepted these materials less than ten days after the hearing while the record remained open for the express purpose of permitting the parties to clarify their income and expense figures.

not identified any prejudice to him from the district court's adoption of his own proposed findings. Accordingly, his argument fails.

III. Additional discovery

Finally, husband asserts that the district court abused its discretion by denying his request to conduct further discovery. On remand, a district court has the duty "to execute the mandate of the remanding court strictly according to its terms." *Duffey v. Duffey*, 432 N.W.2d 473, 476 (Minn. App. 1988). But "[w]hen the [district] court receives no specific directions as to how it should proceed in fulfilling the remanding court's order, the [district] court has discretion in handling the course of the cause to proceed in any manner not inconsistent with the remand order." *Id.*

In *Sailors I*, we stated that "[t]he district court may choose to reopen the hearing and take further evidence to resolve the discrepancies." 2007 WL 92894, at *3. Because we did not direct the district court to permit further discovery, it was within the district court's discretion to deny a request for additional discovery.

Affirmed.