NOT DESIGNATED FOR PUBLICATION

No. 103,814

IN THE COURT OF APPEALS OF THE STATE OF KANSAS

NONIA FAYE SNYDER,
Appellee,

v.

ALBERT SCHIFFNER,
Appellant.

MEMORANDUM OPINION

Appeal from Ford District Court; DANIEL L. LOVE, judge. Opinion filed June 3, 2011. Affirmed.

Donald F. Hoffman, of Dreiling, Bieker & Hoffman LLP, of Hays, for appellant.

Laura H. Lewis, of Law Office of Laura H. Lewis, LLC, of Dodge City, for appellee.

Before HILL, P.J., BUSER, J., and BRAZIL, S.J.

Per Curiam: Pressing an argument of form over substance, Albert Schiffner asks us to set aside the district court's ruling that its prior memorandum decision was final because it did not specifically state that it was "a final order." A court's final decision settles the merits of a case, leaving no unanswered questions and no need for future court action on those merits. Here, the court had ruled in its memorandum decision that Schiffner owed Nonia Faye Snyder for payments she had made on his behalf. Those amounts were reduced to a money judgment effective on a date certain with interest to accrue on any unpaid balance. The court even set a payment plan for Schiffner. Because there was no need for any future court action on the merits of this case, we hold the district court correctly ruled its memorandum decision was a final order.

The district court weighed the equities between the parties.

Schiffner and Snyder lived together from 2005 to 2007. After their relationship ended, Snyder filed suit against Schiffner, claiming that they had agreed to divide certain property and debts acquired during their cohabitation. She alleged Schiffner had failed to follow through with this agreement. So, Snyder asked the court to make an equitable division of certain assets and debts. Schiffner denied Snyder's allegation that they had made any such agreement and raised certain affirmative defenses.

Sitting as a court of equity, the court took evidence on this matter in July 2009 and issued its memorandum decision on August 13, 2009. The memorandum order set forth specific findings of fact and conclusions of law and ordered Schiffner to pay Snyder for certain debts she had incurred by purchasing medicine and helping Schiffner make improvements to his residence. The memorandum concluded with the grant of a money judgment:

> "WHEREFORE, it is ordered that petitioner have judgment against respondent in the amount of $21,955.07, which said amount is to be paid by respondent to petitioner at the rate of $1,000.00 per month commencing the 1st day of September, 2009, and each month thereafter until paid. Interest will accumulate at the rate of 8% per annum."

The memorandum order was signed and dated by the district court judge and was duly filed with the clerk of the Ford County District Court.

When Snyder asked for a hearing in aid of execution in September because the judgment was unpaid and she did not know about Schiffner's assets at the time, Schiffner asked for a continuance of the hearing, claiming that the district court's August 13, 2009, memorandum order was not a final order as contemplated by K.S.A. 60-258. The district court heard arguments from both parties on Schiffner's motion and found that the August 13 memorandum order was a final order.

The district court correctly ruled its memorandum order was a final decision.

Schiffner claims that the memorandum order was not a journal entry or judgment form as required by K.S.A. 60-258 and argues the district court erred in finding that the August 13, 2009, memorandum order constituted a final order. He complains that the court's erroneous ruling effectively barred him from filing any postjudgment motions. We are not persuaded that the court erred.

The application of some fundamental legal principles disposes of this issue. K.S.A. 60-254(a) defines a judgment as "the final determination of the parties' rights in an action." Going further, a final decision is one that generally disposes of the entire merits of the case and leaves no further questions or possibility of future directions or actions by the court. *Investcorp v. Simpson Investment Co.*, 277 Kan. 445, Syl. ¶ 3, 85 P.3d 1140 (2003). We ask what question remained unanswered by the district court's memorandum order? What future court action was required after that order was filed? The answer to both questions is the same. Nothing.

Schiffner concedes that he had notice of the memorandum order, but claims the order did not show that it was a final order because it "did not specifically state that it was a 'final order' or [contain] the language that many memorandums contain such as 'this order shall constitute a final order of the court' or 'this order shall constitute a journal entry as required by K.S.A. 60-258.'" But Schiffner provides no legal support that requires the use of such language to make such an order enforceable. And we see no need for the magic phrase of "final order" to be included to make it enforceable on the parties.

Even though the district court's ruling was not labeled "journal entry," the August 13, 2009, memorandum order granting judgment in favor of Snyder finally decided and disposed of the entire merits of the controversy and reserved no further questions or directions for the future or further action of the district court. The order clearly and unambiguously set forth findings of fact and conclusions of law, entered a judgment

against Schiffner, defined the terms of the payment plan, and assessed a judgment interest rate. The district court signed the order and filed it with the clerk, as required by K.S.A. 60-258. Thus, there was no need for a separate journal entry or judgment form. The district court properly determined that the August 13, 2009, memorandum order constituted a final order.

Affirmed.