

IN THE COURT OF APPEALS OF THE STATE OF MISSISSIPPI

NO. 2025-CA-00056-COA

COLBY RYAN LEGER

APPELLANT

v.

ANNIE CARDENAS LEGER

APPELLEE

DATE OF JUDGMENT:	12/09/2024
TRIAL JUDGE:	HON. WAYNE SMITH
COURT FROM WHICH APPEALED:	AMITE COUNTY CHANCERY COURT
ATTORNEYS FOR APPELLANT:	MATTHEW THOMPSON CHAD KENNETH KING
ATTORNEYS FOR APPELLEE:	JOHN S. GRANT IV BROOKE TRUSTY GRANT
NATURE OF THE CASE:	CIVIL - DOMESTIC RELATIONS
DISPOSITION:	AFFIRMED - 10/27/2026
MOTION FOR REHEARING FILED:	

BEFORE CARLTON, P.J., WESTBROOKS AND EMFINGER, JJ.

WESTBROOKS, J., FOR THE COURT:

¶1. Annie and Colby Leger obtained an irreconcilable differences divorce in 2020. The couple entered into an agreed property order (the “original” order) that stipulated Annie would receive the marital home and that Colby “shall be responsible for the remaining indebtedness [of the home] until paid in full.” Subsequently, in 2022, the couple modified their agreement through a second agreed order (the “modified” order). Regarding the home, the modified order provided that “Colby shall only be responsible for the monthly principal payment of indebtedness on the former marital home that existed at the time the divorce was finalized, while Annie shall be solely responsible for all taxes, insurance, and escrow for said

home.” The modified order also provided that the original order continued to control any unmodified provisions. After continuing to pay both the principal and interest on the home for a year and a half, Colby stopped paying interest and only paid principal. Annie filed a motion for contempt on multiple grounds, including Colby’s failure to pay interest on the house note. The current chancellor construed the modified order as requiring Colby to pay both the principal and interest on the former marital home. Finding no error in the chancellor’s construction of the orders, we affirm.

FACTS

¶2. Annie and Colby married in 2013 and divorced in 2020. They shared two minor children at the time they divorced. By the original agreed order, Colby agreed to pay Annie \$1,600 per month in child support and to maintain health insurance coverage for the two children. He also agreed to pay for the children’s school tuition, book fees, and extracurricular activities. The parties further agreed that the former marital home located in Liberty would belong solely to Annie. The original agreed order provided in part:

Annie Cardenas Leger shall have exclusive use, possession and ownership of the home and property and Colby Ryan Leger shall be responsible for the remaining indebtedness until paid in full . . . Colby Ryan Leger shall execute a Quitclaim Deed transferring any interest he may have in the home and property to Annie Cardenas Leger.

The parties forfeited any right to alimony.

¶3. In 2022, Annie filed her first motion for contempt, asserting that Colby was in arrears in the amount of \$14,515.09 for past-due mortgage payments. The petition was resolved by a second agreed order (i.e., the modified order). Under the modified order, Colby agreed to

pay \$5,000 as a full and final settlement of all claims alleged by Annie in the contempt petition. The modified order further stated:

IT IS FURTHER ORDERED, ADJUDICATED AND DECREED that Colby shall only be responsible for the monthly principal payment of indebtedness on the former marital home that existed at the time the divorce was finalized, while Annie shall be solely responsible [for] all taxes, insurance, and escrow for said home.

. . . .

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all other terms contained in the original agreement attached to the Final Judgment of Divorce that are not modified herein will remain in effect.

Colby also agreed to pay \$1,800 for Annie's attorney's fees. Both parties were represented by counsel, and both parties' counsel participated in drafting the modified order presented.

¶4. Annie filed a second motion for contempt in February 2024. She asserted that Colby frequently provided the mortgage check later than the due date, often causing her to incur late fees. Around the time she filed the contempt action, Colby also stopped paying the interest portion of the mortgage payments and wrote checks only for the principal. Annie also asserted that Colby was in arrears for other expenses, including extracurricular activities.

¶5. The chancellor conducted a hearing on the contempt motion. Colby's attorney objected when Annie's attorney asked Annie what her understanding of the original 2020 agreed order was as it pertained to the house loan. The chancellor initially overruled the objection. Annie testified that her understanding was that she waived her right to ask for alimony in exchange for Colby taking on financial responsibility for the remaining indebtedness of the loan until it was paid in full. Colby's attorney renewed the objection,

arguing that the questioning delved into the negotiations of the divorce. The chancellor sustained the objection, agreeing that “once that document is signed, we have a bottom line amount; that’s it.” However, the chancellor permitted the parties to be questioned about their intent for modifying the house loan provision in the 2022 modified agreed order. Annie testified that “my understanding and intent was that I would possibly be taking over escrow appointments because I had agreed to settle outside of court for the first contempt that was filed. And that I was doing this to help Colby because I was trying to stay out of court.” Annie submitted documentation that, following the 2022 agreement, Colby continued to pay both the principal and interest for eighteen months. She also submitted a bank document demonstrating the itemized breakdown of a mortgage payment that was past due. Within the statement, the total amount (\$994.88) was itemized into three subcategories: principal (\$334.97), interest (\$446.65), and escrow (\$213.26).

¶6. When Colby was asked why he continued to pay for both the principal and interest until Annie filed the second motion for contempt, he represented that he thought he was only paying principal and did not realize he was paying both until he consulted with an attorney.¹ However, he acknowledged that the purpose of the modified order was for Annie to take on responsibilities such as maintenance, taxes, and insurance, and that although they discussed escrow and principal, they did not specifically discuss the interest.

¶7. The chancellor discussed his construction of the modified house note provision from

¹ Colby was laid off and had a brief period of unemployment. At the time of the contempt hearing, he was re-employed and represented that he was not having financial difficulties. His attorney noted at trial that they were not using the defense of inability to pay but, instead, were seeking to enforce the terms of the agreement.

the bench. He said, “[I]t does say principal. I understand that. I don’t think that’s what it meant, but it does say that.” The chancellor then stated, “I am going to interpret that you [Colby] were to pay the house note, the house note only, principal and interest[.]” To support this construction of the provision as a whole, the chancellor pointed to the grouping of responsibilities assigned to Annie: “when I look at this, I see the last part of it says, ‘while Annie shall be solely responsible for all taxes, insurance, and escrow.’ That is all that is left. [Annie’s] paying all of that at one time.” The chancellor therefore determined that the first half of the provision assigned Colby the principal and interest, and the second half of the provision assigned Annie the remaining enumerated liabilities of “taxes, insurance, and escrow.” The chancellor’s written order stated:

The Court interprets the Agreed Order filed August 12, 2022, to require that Colby Ryan Leger shall pay the principal and interest on the House note, which is currently \$781.62. Colby Ryan Leger therefore shall be responsible for the entire amount of \$781.62 per month, which includes principal and interest.

Colby was in arrears in the amount of \$3,279.72 on the house note and in arrears for extracurricular activities in the amount of \$1,837.50. After crediting Colby for monies paid for tuition and book fees, the chancellor determined that Colby owed Annie a total amount of \$1,157.42. The chancellor declined to hold Colby in contempt.

¶8. Colby now appeals, challenging the chancellor’s determination that he is responsible for paying the interest on the home loan.

STANDARD OF REVIEW

¶9. Generally, our appellate review of a chancellor’s decisions in a divorce case and on

all related issues “is limited by the substantial evidence/manifest error rule.” *Yelverton v. Yelverton*, 961 So. 2d 19, 24 (¶6) (Miss. 2007). “However, a property settlement agreement is a contractual obligation.” *Bryant v. Bryant*, 348 So. 3d 309, 313 (¶9) (Miss. 2022) (quoting *Harris v. Harris*, 988 So. 2d 376, 378 (¶8) (Miss. 2008)). “Questions of law, such as contract interpretations, are reviewed de novo.” *Id.*

DISCUSSION

¶10. Colby argues that the 2022 modified order unambiguously requires him to pay “only” the principal on the home, and that therefore the responsibility to pay the interest falls on Annie. Annie argues that the failure of the 2022 modified order to specify which party is responsible for interest—while assigning all other obligations specifically—unambiguously indicates the parties’ intent for the 2020 original order to remain unmodified in its assignment of the interest to Colby. In the alternative, Annie argues that if the 2022 modified order is unclear given the use of the words “only” and “solely” while omitting assignment of the interest to either party, the chancellor reached the correct result in determining that the best construction of the provision is that Colby is still responsible for paying both the principal and interest.

¶11. “[P]roperty settlement agreements are contractual obligations.” *West v. West*, 891 So. 2d 203, 210 (¶13) (Miss. 2004). “The primary purpose of all contract construction principles and methods is to determine and record the intent of the contracting parties.” *Royer Homes of Miss. Inc. v. Chandeleur Homes Inc.*, 857 So. 2d 748, 752 (¶9) (Miss. 2003). A three-tiered process applies for contract interpretation, including property settlement agreements:

First, we look to the “four corners” of the agreement and review the actual language the parties used in their agreement. When the language of the contract is clear or unambiguous, we must effectuate the parties’ intent. However, if the language of the contract is not so clear, we will, if possible, “harmonize the provisions in accord with the parties’ apparent intent.” Next, if the parties’ intent remains uncertain, we may discretionarily employ canons of contract construction. Finally, we may also consider parol or extrinsic evidence if necessary.

West, 891 So. 2d at 210-11 (¶14) (citations omitted). This progression is not a “rigid ‘step-by-step’ process,” and the “overlapping of steps is not inconceivable.” *Id.* at (¶15) (quoting *Pursue Energy Corp. v. Perkins*, 558 So. 2d 349, 351 (Miss. 1990)).

¶12. “The initial question of whether ambiguity exists within an instrument is one of law.” *Reffalt v. Reffalt*, 94 So. 3d 1222, 1224 (¶8) (Miss. Ct. App. 2011). “[I]n the event of an ambiguity, the subsequent interpretation presents a question of fact for the fact-finder[,] which we review under a substantial evidence/manifest error standard.” *Colbert v. Colbert*, 403 So. 3d 729, 734 (¶22) (Miss. Ct. App. 2025) (quoting *Bowman v. Bowman*, 332 So. 3d 317, 321 (¶5) (Miss. Ct. App. 2021)). “[I]f the contract continues to evade clarity as to the parties’ intent, the court should consider extrinsic or parol evidence.” *Royer Homes of Miss., Inc.*, 857 So. 2d at 753 (¶11). “When construing a contract, [we] will read the contract as a whole, so as to give effect to all of its clauses.” *City of Biloxi v. State (In re Pub. Tr. Tideland)*, 312 So. 3d 1187, 1191 (¶18) (Miss. 2021) (quoting *Facilities Inc. v. Rogers-Usry Chevrolet Inc.*, 908 So. 2d 107, 111 (¶10) (Miss. 2005)).

¶13. Here, the 2020 original order provided that Colby “shall be responsible for the remaining indebtedness until paid in full[.]” The 2022 modified order provided: “Colby shall only be responsible for the monthly principal payment of indebtedness on the former marital

home that existed at the time the divorce was finalized, while Annie shall be solely responsible [for] all taxes, insurance, and escrow for said home.” The modified provision specifically mentions principal, taxes, insurance, and escrow. The modified order does not mention interest. It states that Colby is “only” responsible for principal, and it also states that Annie is “solely” responsible for “taxes, insurance, and escrow.”

¶14. We find that the modified provision is silent concerning which party is responsible for paying the interest. The interest is a necessary component of the original “remaining indebtedness” assigned to Colby. Significantly, the other components of the “indebtedness” are explicitly divided between the two parties. Because the modified provision is silent on which party is responsible for the interest, we look to the agreement as a whole, including the fallback provision “that all other terms contained in the original agreement attached to the Final Judgment of Divorce that are not modified herein will remain in effect.” Under the terms of the original order, Colby was “responsible for the remaining indebtedness until paid in full[.]” Colby does not dispute that the original order placed on him the responsibility for paying both interest and principal. Therefore, under the plain terms of both agreed orders read together as a whole, the responsibility for paying the interest remains with Colby.

CONCLUSION

¶15. In light of the 2022 modified order’s silence concerning which party is responsible for paying the interest on the former marital home, we find that the fallback provision incorporating the terms of the original order applies. The chancellor reached the correct result in determining that Colby is responsible for paying both the principal and interest. We

therefore affirm the judgment of the chancery court.

¶16. **AFFIRMED.**

**BARNES, C.J., CARLTON AND WILSON, P.JJ., McDONALD, LAWRENCE,
McCARTY, EMFINGER, WEDDLE AND LASSITTER ST. PÉ, JJ., CONCUR.**