

MEMO

TO: ALL ATTORNEYS IN THE FIRST CHANCERY COURT DISTRICT

FROM: TALMADGE D. LITTLEJOHN, CHANCELLOR

RE: JUDGMENTS OF DIVORCE IN CASES INVOLVING IRRECONCILABLE DIFFERENCES

In accordance with the provisions of Section 93-5-2 of the MCA, effective January 1, 2004, all Judgments of Divorce on the ground of Irreconcilable Differences must contain the following language, to-wit:

- (1) If the divorce involves children and property, the following language should be inserted in the Judgment, to-wit:

“That the Property Settlement and Child Custody and Child Support Agreement filed herein, which is attached to this Judgment and incorporated herein by reference, shall be spread upon the minutes of the Chancery Court. The Court affirmatively finds that the provisions of said Agreement adequately and sufficiently provide for the custody and maintenance of the children born of this marriage and for the settlement of any property rights between the parties.”

- (2) If the divorce only involves children, the following language should be inserted in the Judgment, to-wit:

“That the Child Custody and Child Support Agreement filed herein, which is attached to this Judgment and incorporated herein by reference, shall be spread upon the minutes of the Chancery Court. The Court affirmatively finds that the provisions of said Agreement adequately and sufficiently provide for the custody and maintenance of the children born of this marriage.

- (3) If the divorce only involves property, the following language should be inserted in the Judgment, to-wit:

“That the Property Settlement Agreement filed herein, which is attached to this Judgment and incorporated herein by reference, shall be spread upon the minutes of the Chancery Court. The Court affirmatively finds that the provisions of said Agreement adequately and sufficiently provide for the settlement of any property rights between the parties.”

- (4) If the divorce does not involve any children or any property only the following sentence should be inserted in the Judgment, to-wit:

“That the Agreement filed herein, and incorporated in this Judgment by reference, shall be spread upon the minutes of the Chancery Court.”