COURT OF APPEALS
DECISION
DATED AND RELEASED

JUNE 25, 1996

A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. *See* § 808.10 and RULE 809.62, STATS.

NOTICE

This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports.

No. 95-2915

STATE OF WISCONSIN **IN COURT OF APPEALS**
DISTRICT III

In re the Marriage of:

SUZANNE M. KRIMMER,
n/k/a Suzanne M. Siikarla,

Petitioner-Respondent,

v.

DANIEL R. KRIMMER,

Respondent-Appellant.

APPEAL from an order of the circuit court for Marathon County: GREGORY E. GRAU, Judge. *Affirmed*.

Before Cane, P.J., LaRocque and Myse, JJ.

PER CURIAM. Daniel Krimmer appeals a trial court postjudgment order in divorce proceedings that compelled him to pay a $5,000 debt to his former wife's father, under threat of contempt of court. The 1989 divorce judgment made Daniel solely responsible for the debt and held his

former wife Suzanne harmless. Suzanne's father made the loan during the parties' marriage. The record contains his $5,000 check dated September 1, 1986. Suzanne's father has not sued Daniel or Suzanne for the loan's repayment.

During both the original divorce proceedings and postjudgment proceedings, Daniel took the position that the loan was really a gift. The postjudgment trial court ordered Daniel to repay the $5,000 loan by September 8, 1996, or risk sanctions for contempt. On appeal, Daniel raises two arguments: (1) Suzanne was not an "aggrieved party" within the meaning of the contempt statutes; and (2) the six-year contract action statute of limitations barred Suzanne from seeking the loan's enforcement. We reject these arguments and therefore affirm the trial court's order.

First, Suzanne had standing as an aggrieved party under § 785.03(1), STATS., to force Daniel to repay the loan to her father. The divorce judgment made Daniel responsible for the loan. By virtue of the divorce judgment, Suzanne acquired an interest in the loan's enforcement. She also remained liable to her father on the debt. This gave her an additional interest in the postjudgment divorce proceedings. Taken together, these facts gave Suzanne standing. She had a personal stake in the outcome of the controversy. ***Sandroni v. Waukesha County Bd.***, 173 Wis.2d 183, 186, 496 N.W.2d 164, 165 (Ct. App. 1992). She was therefore aggrieved under § 785.03(1).

Second, Suzanne did not commence her proceeding outside the applicable statute of limitations. As the result of the divorce, Suzanne's divorce claims against Daniel had merged into the divorce judgment. This merger changed Suzanne's position relative to Daniel with regard to the marital debts. Thereafter, she would be asserting her rights on the judgment, not on her original claim. By virtue of the merger, she could realize her new position through direct enforcement of the divorce judgment itself. Under these circumstances, the twenty-year judgment statute of limitations, § 893.40, STATS., applied to her proceedings. *See* ***Schafer v. Wegner***, 78 Wis.2d 127, 131-32, 254 N.W.2d 193, 195-96 (1977); ***Estate of Zellmer***, 1 Wis.2d 46, 52, 82 N.W.2d 891, 894 (1957). Suzanne brought her claim within twenty years of the 1989 divorce judgment.

Third, even if we assume arguendo that the six-year contract statute of limitations applied to Suzanne's claim, this limitation did not bar enforcement of her claim. The evidence showed that the debt was a demand loan. If the six-year contract statute of limitations applied, *see* § 893.43, STATS., it did not begin to run until the contract's breach occurred. ***CLL Assocs. Ltd. Partnership v. Arrowhead Pacific Corp.***, 174 Wis.2d 604, 607, 497 N.W.2d 115, 116 (1993). Daniel has not shown a factual basis to invoke the six-year statute. The divorce judgment itself did not trigger the statute.

Last, underlying Daniel's appeal may be a belief that the divorce court has improperly ordered payment of and adjudicated the validity of a contested debt to a third party outside the divorce proceedings. Daniel made this argument in the trial court, claiming that only the father could enforce the debt through a lawsuit for breach of contract. If Daniel disagreed with the divorce court's 1989 finding that the $5,000 financial transfer was a loan or if he disputed the divorce court's authority to adjudicate the validity of the debt, he should have raised the matter in those trial court proceedings and appealed the 1989 divorce judgment. He had no right to continue to dispute the matter years later in the contempt proceedings. Left unchallenged in 1989, the trial court's adjudication became res judicata. ***Northern States Power Co. v. Bugher***, 189 Wis.2d 541, 550, 525 N.W.2d 723, 727 (1995). In sum, we have no basis to overrule the trial court.

By the Court.—Order affirmed.

This opinion will not be published. *See* RULE 809.23(1)(b)5, STATS.