IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

IN RE:	)	In Proceedings
	)	Under Chapter 11
L.P. MAUN, M.D., LTD.,	)	
	)	No. BK 86-31038
Debtor(s).	)	
	)	
L.P. MAUN, M.D., LTD. and CENTRAL BANK,	)	
	)	
Plaintiff(s),	)	
	)	
V.	)	ADVERSARY NO. 87-0245
AMORN SALYAPONGSE,	)	
	)	
Defendant(s).	)	

MEMORANDUM AND ORDER

This matter is before the Court on a request for clarification of a Memorandum and Order entered by this Court on November 9, 1988. In its Memorandum and Order, the Court entered judgment in favor of L. P. Maun, M.D., Ltd. ("debtor") in the amount of $74,493.17 on a complaint to collect revenues filed by debtor. After filing an appeal to the district court, defendant, Amorn Salyapongse ("Salyapongse"), filed a motion for stay in this Court, seeking a stay of execution pending appeal. At a hearing on that motion, the parties agreed to place $74,493.17 in an escrow account at Central Bank in Fairview Heights, Illinois while the appeal was pending. However, the escrow agreement has not been executed and the funds have not been deposited because the parties cannot agree whether the debtor and Central Bank are entitled to post judgment interest should they prevail on appeal.

Salyapongse contends that the Court's November 9, 1988 order

does not constitute a money judgment and that interest does not, therefore, accrue on that judgment. The parties now request that the Court clarify its order and explain whether such order was intended as a money judgment.

The complaint filed by debtor in this case alleged that Salyapongse retained and converted proceeds of debtor's accounts receivable.[1] After a trial of this cause, the Court entered its Memorandum and Order, which provided, in part, as follows:

> IT IS FURTHER ORDERED that Dr. Amorn Salyapongse shall TURN OVER to debtor-inpossession, L. P. Maun, M.D., Ltd., the sum of $74,493.17, which constitutes the proceeds of debtor's accounts receivable currently held by Dr. Salyapongse.

In re L.P. Maun, M.D., Ltd. at 798.

Black's Law Dictionary defines a money judgment as "[a] final order, decree or judgment of a court by which a defendant is required to pay a sum of money in contrast to a decree or judgment of equity in which the court orders some other type of relief; e.g., injunction or specific performance." BLACK'S LAW DICTIONARY 907 (5th ed. 1979) (emphasis added). Salyapongse argues that the Court's order to "turn over" the funds constitutes an "affirmative command," and as such, is akin to a decree in equity. The Court disagrees. While the literal language of the order requires Salyapongse to perform an act, i.e., turn over the funds, the obvious and clear intent of the Court was to require Salyapongse to pay debtor $74,493.17.

---

[1]The facts of this case are fully set forth in the Court's opinion dated November 9, 1988. See In re L.P. Maun, M.D., Ltd., 92 B.R. 790 (Bankr. S.D. Ill. 1988).

Accordingly, to accurately reflect that intent, this Court's Memorandum and Order is hereby AMENDED, nunc pro tune November 9, 1988, by adding the following paragraph:

> IT IS FURTHER ORDERED that judgment enter against defendant and in favor of plaintiff in the amount of $74,493.17.

_____/s/ Kenneth J. Meyers
U.S. BANKRUPTCY JUDGE

ENTERED: April 7, 1989