

BONNIE M. HEPTIG

v.

THOMAS C. CHASE JR.

Submitted on Briefs August 16, 2011
Decided September 1, 2011

Panel: SAUFLEY, C.J., and ALEXANDER, SILVER, MEAD, GORMAN, and
JABAR, JJ.

MEMORANDUM OF DECISION

Thomas C. Chase Jr. appeals from the judgment of the District Court (York, *Cantara, J.*) granting the parties a divorce, finding a prenuptial agreement valid and enforceable, and dividing property respecting the provisions of the prenuptial agreement. Chase contends that the court erred in finding the prenuptial agreement valid and enforceable and in failing to award him a larger share of the property held by the parties during the marriage.

Issues relating to the validity of a prenuptial agreement and division of marital property are inherently factual and reliant on evidence in the record. Here, no transcript of the two-day trial proceedings has been provided. Accordingly, we must infer that the evidence presented at trial supports (1) the factual findings made by the court, including the finding of validity of the prenuptial agreement, and (2) the discretionary choices made by the court in its determinations regarding disposition of the property that the parties possessed during the marriage. See *Rainbow v. Ransom*, 2010 ME 22, ¶ 3, 990 A.2d 535; *Jefts v. Dennis*, 2007 ME 129, ¶¶ 7-8, 931 A.2d 1055.

The entry is:

Judgment affirmed.

Thomas C. Chase, Jr., Pro se:

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Bonnie Heptig did not file a brief.

York District Court docket number FM-2008-177
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