

LILLIAN M. (CUNNINGHAM) LARRABEE

v.

PAUL A. CUNNINGHAM

Submitted on Briefs April 24, 2019
Decided May 2, 2019

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

MEMORANDUM OF DECISION

Paul A. Cunningham appeals from a judgment of divorce entered by the District Court (*Wiscasset, Raimondi, J.*). He argues that the court erred when it incorporated the parties' signed, notarized agreement dividing marital property into its judgment, and abused its discretion when it divided the marital property according to that written agreement. Contrary to his contention, the court did not err by concluding that the agreement was valid and enforceable. The court found that the agreement stated that "[b]oth parties have agreed to the following division of marital property," and was fairly made and not unconscionable as against public policy. On the record before us, we find no error in the court's distribution of marital property. *See Dewhurst v. Dewhurst*, 2010 ME 99, ¶¶ 5, 11, 5 A.3d 23; *Page v. Page*, 671 A.2d 956, 957-58 (Me. 1996). In light of the valid and enforceable agreement presented to the court, there was no cause to set aside any portion of the agreement, *see Cloutier v. Cloutier*, 2003 ME 4, ¶ 10, 814 A.2d 979, and the court did not abuse its discretion when it declined to do so. *See Spooner v. Spooner*, 2004 ME 69, ¶ 27, 850 A.2d 354.

The entry is:

Judgment affirmed.

Kent G. Murdick II, Esq., Kent G. Murdick II, Esq., PC, Newcastle, for appellant
Paul A. Cunningham

William M. Avantaggio, Esq., Damariscotta, for appellee Lillian Cunningham

Wiscasset District Court docket number FM-2018-27
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