

CAROLYN BRODSKY

v.

WILLIAM CREAR III

Submitted on Briefs November 3, 2004

Decided December 21, 2004

Panel: SAUFLEY, C.J., and CLIFFORD, RUDMAN, DANA, ALEXANDER,
and LEVY, JJ.

MEMORANDUM OF DECISION

William Crear III appeals from a divorce judgment entered in the District Court (Portland, *Eggert, J.*) adopting in full three reports issued by the assigned Referee. *See* M.R. Civ. P. 53. The reports provide for the sale of the business once operated by both of the parties. Pursuant to the stipulation of the parties, the Referee oversaw an auction of the business, and Carolyn Brodsky submitted the winning bid. Similarly, the parties stipulated to a general non-competition agreement, but Crear refused to agree to its terms as drafted by the Referee. Contrary to Crear's contentions, a referee has the authority to draft the terms and to order the execution of a non-competition agreement when necessary for an

effective division of marital property, so long as the agreement is reasonable and sweeps no wider than necessary. *See Lord v. Lord*, 454 A.2d 830, 834 (Me. 1983).

Contrary to Crear's other contention that the Referee erred in his determination of what constituted Brodsky's nonmarital property, *see Kapler v. Kapler*, 2000 ME 131, ¶ 6, 755 A.2d 502, 506, on the state of the record before us, we must assume that the evidence supports the Referee's determination, *see Rothstein v. Maloney*, 2002 ME 179, ¶ 11, 816 A.2d 812, 813-14.

The entry is:

Judgment affirmed.

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