**CAPTION:** **DOWNING V. DOWNING**

**08-02-23**

APPEAL NO.: C-220338

TRIAL NO.: DR-1900545

KEY WORDS: DIVORCE – PREMARITAL AGREEMENT – CONTRACTS – AFFIRMATIVE DEFENSE – CONTRACT FORMATION – ASSET DISCLOSURE – SPOUSAL SUPPORT – CONSTRUCTIVE FRAUD – DURESS – COERCION – OVERREACHING – UNCONSCIONABILITY

SUMMARY:

Wife failed to raise the statute of frauds as an affirmative defense in her answer to the pleading and in her objections to the magistrate’s decision and therefore waived her argument that the premarital agreement was barred by the statute of frauds.

The domestic relations court did not err in finding that wife signed the premarital agreement when she affixed her signature to the agreement and testified that she signed it.

The domestic relations court did not err in finding that wife entered into the premarital agreement without fraud, duress, coercion, or overreaching by husband where competent and credible evidence in the record showed that wife was provided a copy of the premarital agreement weeks before the parties were married, wife failed to seek legal counsel, husband’s financial disclosures were not misleading, and wife signed the premarital agreement without reading it, even though husband told wife that he would not get married if she did not sign the agreement.

The domestic relations court did not err in finding that the premarital agreement was entered into following a full disclosure of husband’s assets where the agreement identifies types of assets and the value of those assets held by husband and husband testified that the two discussed their finances when drafting the agreement.

The domestic relations court did not err in finding that wife failed to meet her burden to show that enforcement of the spousal-support provision contained in the parties’ premarital agreement would be unconscionable where wife failed to establish a change in her circumstances.

JUDGMENT: AFFIRMED

JUDGES: OPINION by BOCK, J.; ZAYAS, P.J., and WINKLER, J., CONCUR.