

<p>Herb v. Herb, 2013-CV-1265-DV</p>	<p>Husband and Wife entered into a premarital agreement on August 7, 2007. The parties married on August 11, 2007 at which point the agreement became effective. Wife challenged the validity of the August 7, 2007 agreement by filing a Petition for Special Relief on September 19, 2014. In her Petition for Special Relief, Wife, among other things, alleged that “Wife signed the Antenuptial Agreement under duress, in that she was so intimidated by Husband and fearful of physical retribution if she failed to sign, that Wife felt she must sign the agreement to avoid being subject to physical assault by Husband.” Basically, Wife argued that the agreement should be set aside because she did not execute it voluntarily but rather, under duress. The Court entered an Order, issuing a Rule upon Husband, establishing a deposition schedule, and scheduling oral argument/hearing. Husband responded to the Rule by filing an Answer to Wife’s Petition for Special Relief. Ultimately, Wife failed to take any depositions and failed to appear at the March 23, 2015 oral argument/hearing. Accordingly, the Court issued an Order on March 23, 2015, denying Wife’s request that the Antenuptial agreement be declared invalid. Moreover, Wife failed to appear at the November 12, 2015 master’s hearing. Given Wife’s failure to provide clear and convincing evidence that she did not voluntarily execute the Antenuptial agreement, the parties’ agreement is valid and enforceable. Moreover, the Antenuptial Agreement entered into between the parties is a contract and is governed by contract law. <i>Holz v. Holz</i>, 850 A.2d 751 (Pa.Super. 2004). Therefore, in addressing Wife’s claims for equitable distribution, alimony, alimony pendente lite, counsel fees, costs and expenses, the master looked to the terms of the parties’ Antenuptial Agreement and not the Pennsylvania Divorce Code.</p>	<p>Cindy S. Conley</p>
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