



How common are prenuptial agreements in 2013?

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Many couples feel more comfortable entering marriage with their finances separate, protecting each other from debts, keeping property in the family, and defining who gets what if the marriage ends in divorce. But some judges fear that prenuptial agreements can even encourage divorce if the financial incentive is great. This was not the case for Elizabeth Cioffi-Petrakis, who would have lost everything in her prenuptial case.

Cioffi-Petrakis, was able to overturn her prenuptial agreement, an unprecedented case, according to the [New York Post](#). She testified that her husband essentially forced her into signing a prenup, promising to cancel it after the couple had children. Despite those promises, when the marriage ended in divorce, the prenup was still active. Based on the success of her case, we are curious if we will see more prenuptial agreements voided in the coming years.

Why We're Asking

With the universal understanding that about half of marriages end in divorce, we want to learn more about prenuptial agreements. Are such agreements an obvious choice to protect assets? Or do they encourage marriages to dissolve?

How common are prenuptial agreements in 2013?

Are they primarily designed for wealthier marriages?

What are some of the advantages to prenuptial agreements beyond protecting finances?

Do prenuptial agreements have the potential to encourage divorce? Do they provide a financial incentive for divorce?

Are agreements more common in second or third marriages? What about couples with children?

Will Cioffi-Petrakis' case mark a trend in prenuptial agreements? Will we see more cases turned over?

We look forward to learning more about about prenuptial agreements. Check back next week to see what our family law professionals have to say!

Experts, post your answers in the comment field below!

Lynne Gold-Bikin • March 22, 2013 at 6:05 pm •

As you know, the legal industry is buzzing with news of a groundbreaking divorce battle that threw out a prenuptial agreement based solely on a verbal promise. While the case is receiving much public scrutiny, family law attorneys are mixed in their reaction.

I believe that the court was wrong in its decision based on two main factors:

- * Anything that is meant to be included in a prenuptial agreement should be put in writing; otherwise, situations like these merely become a case of “he said vs. she said.”

- * The courts cannot enforce any kind of oral agreement; therefore, the case is baseless.