

STATE OF MICHIGAN
COURT OF APPEALS

DONNA STAHL,

Plaintiff/Counter-Defendant/Appellant,

v

FRANCIS JOSEPH STAHL,

Defendant/Counter-Plaintiff/Appellee.

UNPUBLISHED

March 24, 1998

No. 198213

Wayne Circuit Court

LC No. 95-506179 DO

Before: Cavanagh, P.J., and White and Young, Jr., JJ.

PER CURIAM.

Plaintiff appeals as of right from the trial court's entry of a judgment of divorce. We affirm.

I

Plaintiff first argues that reversal is required because the trial court failed to articulate its rulings on objections raised during depositions. However, plaintiff has failed to support her assertion with sufficient evidence for this Court to adequately review it. Plaintiff has neither identified any objections on which the trial court failed to rule nor explained how she was prejudiced by the trial court's omissions. A party may not merely announce a position and leave it to the Court of Appeals to discover and rationalize the basis for the claim. *Joerger v Gordon Food Service, Inc*, 224 Mich App 167, 178; 568 NW2d 365 (1997). Accordingly, we decline to review this issue.

II

Plaintiff also asserts that the trial court's findings of fact were insufficient. Findings are sufficient if they are brief, definite, and pertinent, and if it appears that the trial court was aware of the issues in the case and correctly applied the law. *Triple E Produce Corp v Mastronardi Produce, Ltd*, 209 Mich App 165, 176; 530 NW2d 772 (1995).

In the present case, the trial court made specific and detailed findings of fact in a written opinion. The court also addressed the issues raised by the parties, including whether the antenuptial agreement was induced through fraud or misrepresentation, and it applied the correct law to the facts. See MCR

2.517(A)(1), (2); *Booth v Booth*, 194 Mich App 284, 288-289; 486 NW2d 116 (1992). The court then concluded that the antenuptial agreement was valid and enforceable. We conclude that the trial court's findings of fact were sufficient. See *Triple E Produce Corp, supra*.

III

Next, plaintiff maintains that defendant's failure to comply with a provision of the antenuptial agreement requiring him to fund a mutual fund in both parties' names rendered the agreement void and unenforceable because of a lack of consideration. We disagree. Antenuptial agreements governing the distribution of marital estates upon divorces are enforceable. *Rinvelt v Rinvelt*, 190 Mich App 372, 380; 475 NW2d 478 (1991). It is well-settled law in Michigan that the marriage itself constitutes sufficient consideration for an antenuptial agreement. *Kennett v McKay*, 336 Mich 28, 30; 57 NW2d 316 (1953). Because the trial court did not clearly err in finding that the consideration for the antenuptial agreement was the marriage itself, we find no error requiring reversal.

Plaintiff also contends that the funding of the mutual fund account was a condition precedent to the enforceability of the antenuptial contract. In contract law, a condition precedent is a fact or event that the parties intend must take place before there is a right to performance. *Reed v Citizens Ins Co*, 198 Mich App 443, 447; 499 NW2d 22 (1993). Defendant concedes that he did not create the mutual fund account. However, while the antenuptial agreement states that defendant "shall immediately transfer the cash sum of \$50,000" to a joint account in the mutual fund of plaintiff's choice, there is no indication in the agreement that this action must occur before any right to performance. Therefore, while defendant was in breach of this one contractual provision, performance was not a condition precedent to the validity of the remainder of the antenuptial agreement. Further, the mutual fund was payable to plaintiff only upon defendant's death and only in the event she did not receive money from a \$100,000 life insurance policy that defendant was obligated to purchase pursuant to the antenuptial agreement and did, in fact, purchase. Under the terms of the antenuptial agreement, the mutual fund was to be the property of defendant in the event of divorce.

IV

Next, plaintiff argues that the trial court abused its discretion when it did not award her attorney fees. A trial court's decision whether to award attorney fees will not be disturbed on appeal absent an abuse of discretion. *Atkinson v Atkinson*, 160 Mich App 601, 612; 408 NW2d 516 (1987).

The court rules authorize the award of legal fees in a divorce action when it is necessary to enable a party to carry on or defend the action. MCR 3.206(C)(2); *Hawkins v Murphy*, 222 Mich App 664, 669; 565 NW2d 674 (1997). In the present case, the evidence established that plaintiff was employed throughout the marriage and throughout the litigation. Furthermore, contrary to the terms of the antenuptial agreement, plaintiff received alimony on a temporary basis. Although there was unquestionably a disparity between the parties' incomes, the record does not show that plaintiff could not pursue this action without assistance from defendant. Accordingly, we cannot find that the trial court abused its discretion in denying plaintiff's request for attorney fees.

V

Lastly, plaintiff argues that the trial court's findings of fact were clearly erroneous and that the disposition of the marital estate was unfair. Findings of fact will not be reversed unless they are clearly erroneous. *Beason v Beason*, 435 Mich 791, 805; 460 NW2d 207 (1990). A finding is clearly erroneous if, after a review of the entire record, the reviewing court is left with the definite and firm conviction that a mistake has been made. *Id.*

After carefully reviewing the record, we are not left with a definite and firm conviction that the trial court erred in finding the antenuptial agreement valid. Because the assets were distributed in accordance with the antenuptial agreement, we find no error.

Affirmed.

/s/ Mark J. Cavanagh

/s/ Helene N. White

/s/ Robert P. Young, Jr.