

Details matter.

If a prenuptial agreement is not properly signed and acknowledged, it will not be enforced.

Unfortunately, you generally do not learn that your pre-nuptial agreement is not enforceable until years later - long after the honeymoon period is over, when divorce is contemplated and the word "reasonable" is not in anyone's vocabulary.

In New York, by statute, in order for a pre nuptial agreement to be enforceable, it must be "in writing, subscribed by the parties, and acknowledged or proven in the manner required to entitle a deed to be recorded." In short, this means the document must be signed before a notary, who acknowledges he personally knows the person who signed the agreement or that he was provided with proof of the person's identity.

In *Galetta v. Galleta*, the acknowledgement, signed by the notary who witnessed the husband's signature omitted the phrase, stating that the notary confirmed the identity of the husband or that the husband person was the individual described in the document.

As a result, the Court of Appeals, New York's highest court, unanimously declared the pre nup invalid. Though the Court left open the door to allowing future litigants to correct deficiencies in "notarizing errors," it refused to do so in this case; the notary's statement that it was his custom to request identification before he acknowledged signatures was not a sufficient basis to save the agreement.

The bottom line- if a pre-nuptial agreement is not properly signed and notarized, it will be unenforceable. Take as much care in signing the agreements as you did in negotiating them.

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