

CONNECTICUT APPELLATE COURT

McLaughlin v. McLaughlin

AC 47254 · No. AC 47254 · Decided January 27, 2026

SUMMARY

The Connecticut Appellate Court affirmed a dissolution judgment involving valuation of the marital residence and enforcement of a premarital agreement. The court held that the plaintiff’s long-term occupancy and equitable interest in the residence made her competent to testify about its value, and declined to review the defendant’s alimony claim because it was not raised before the trial court.

CASE DETAILS

COURT	Connecticut Appellate Court
WRITING FOR THE COURT	Alvord, J.; Cradle, C. J.; Seeley, J.
JURISDICTION	Connecticut Appellate Court
DECIDED	January 27, 2026
DOCKET	AC 47254
DISPOSITION	affirmed
PROCEDURAL POSTURE	The defendant appealed from a judgment of dissolution entered by the Connecticut Superior Court, challenging the valuation of the marital residence and the failure to award him alimony under the parties' premarital agreement.
STANDARD OF REVIEW	Evidentiary rulings are reviewed for clear abuse of discretion, with every reasonable presumption in favor of upholding the trial court's ruling. Factual findings, including property valuation, are reviewed under the clearly erroneous standard. Unpreserved claims are generally not reviewed under Practice Book § 60-5.
PRECEDENTIAL VALUE	Published Connecticut Appellate Court opinion; precedential
PARTIES	Francis W. McLaughlin, defendant v. Nola McLaughlin, plaintiff

TOPICS

- dissolution of marriage
- prenuptial agreements
- evidence
- appellate procedure
- standard of review

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the trial court abused its discretion by admitting the plaintiff's lay opinion testimony concerning the value of the marital residence despite her lack of legal title.
2. Whether the trial court's valuation of the marital residence at \$400,000 was clearly erroneous.
3. Whether the defendant's claim that the premarital agreement required an award of alimony was preserved for appellate review.

HOLDINGS

1. A witness need not hold legal title to real property to be competent to testify about its value when the witness has a sufficient opportunity to become acquainted with the property and possesses a sufficient ownership or financial interest in it.
2. The trial court's finding that the marital residence was worth \$400,000 was not clearly erroneous.
3. The court declined to review the defendant's claim that the premarital agreement required an alimony award because the defendant did not present that legal theory to the trial court.

KEY QUOTATIONS

“Our law, thus, contemplates that a witness need not be a titleholder of the property to testify to its value when that witness had sufficient opportunity to become acquainted with the property.”

“Her contractual right to the property’s equity, in conjunction with her thirty-two years of living in and becoming familiar with the home, established that the plaintiff possessed sufficient ownership interest in the marital residence for purposes of testifying as to its value.”

“Because the defendant did not raise this claim with the trial court, it is not properly before this court, and we therefore decline to review it.”

FACTUAL BACKGROUND

The parties began living together in February 1990 in a house purchased by the defendant at 64 Lido Road in Unionville. They executed a premarital agreement in 1992 providing that the defendant would receive his initial \$65,000 investment and that the remaining and future equity in the residence would be shared equally. The plaintiff lived in the home for thirty-two years and, although she held no title, had a contractual financial interest in its equity. At trial, the defendant valued the residence at \$355,000, while the plaintiff testified that it was worth at least \$400,000; the trial court adopted the plaintiff's valuation and relied on other evidence, including insurance coverage of \$405,900.

PROCEDURAL HISTORY

The plaintiff commenced a dissolution action in February 2022. The defendant sought enforcement of the parties' 1992 premarital agreement, and the trial court reserved enforcement for trial. After trial, the Superior Court found the agreement valid and enforceable, dissolved the marriage, valued the marital residence at

\$400,000, awarded the plaintiff \$167,500 representing her share of the home's equity, and awarded no alimony to either party. The defendant appealed, and the Connecticut Appellate Court affirmed.

DISPOSITION

affirmed

CASES CITED

- Martin v. Olson, 226 Conn. App. 392, 405, 318 A.3d 1067, cert. denied, 350 Conn. 902, 322 A.3d 1059 (2024)
- Kirwan v. Kirwan, 185 Conn. App. 713, 736, 738, 197 A.3d 1000 (2018)
- Wahba v. JPMorgan Chase Bank, N.A., 349 Conn. 483, 510-11, 316 A.3d 338 (2024)
- Lovejoy v. Darien, 131 Conn. 533, 536, 41 A.2d 98 (1945)
- Misco v. La Maita, 150 Conn. 680, 685, 192 A.2d 891 (1963)
- Porter v. Thrane, 98 Conn. App. 336, 341-42, 908 A.2d 1137 (2006)
- O'Connor v. Dory Corp., 174 Conn. 65, 70, 381 A.2d 559 (1977)
- State v. Pierre, 277 Conn. 42, 60, 890 A.2d 474, cert. denied, 547 U.S. 1197, 126 S. Ct. 2873, 165 L. Ed. 2d 904 (2006)
- Ochoa v. Behling, 221 Conn. App. 45, 50-51, 299 A.3d 1275 (2023)
- Gainty v. Infantino, 222 Conn. App. 785, 802, 306 A.3d 1171 (2023), cert. denied, 348 Conn. 948, 308 A.3d 36 (2024)
- Kennynick, LLC v. Standard Petroleum Co., 222 Conn. App. 234, 235 n.2, 305 A.3d 632 (2023)