

defendant, and the court denied the claim. Plaintiff's exceptions were transferred by *Batchelder, J.*

The plaintiff presented his case ably and competently. However, the master's findings are supported by the record. It was not unreasonable for the defendants to rely upon and follow the State statute until it was amended. The conditions of *Harkeem v. Adams*, 117 N.H. 687, 377 A.2d 617 (1977), were not met.

*Exceptions overruled.*

Hillsborough  
No. 79-072

LORI-JEAN BOURDON  
v.  
DOUGLAS R. BOURDON

June 27, 1979

[REDACTED]



creditors to relieve one of the parties of the obligation has no bearing on the authority of the court to fix the debtor parties' responsibilities between themselves. The court's order in this case related only to the fixing of responsibility as between the parties and not as to the creditors and was within its jurisdiction. RSA 458:19. Considering the fact that plaintiff was made responsible for more of the joint debts than defendant, and because no transcript of the evidence was made, we cannot say that there was any abuse of discretion. *Cotter v. Cotter*, 119 N.H. 426, 402 A.2d 198 (1979).

Relying upon RSA 460:3, defendant contends that the court lacked jurisdiction to make him responsible for plaintiff's student loan debts incurred before the marriage. RSA 460:3 provides: "Marriage shall not render the husband liable for the debts contracted by his wife prior to their marriage."

■ This statute, which appears in a different chapter than the divorce statute, relates to the wife's obligation to creditors and does not restrict the court in a divorce action from apportioning responsibility between the parties. RSA 458:19 empowers the court to "assign to [the wife] such part of the estate of her husband, or order him to pay such sum of money, as may be deemed just."

■ The effect of the court's order was to require the defendant to pay to the wife a sum of money equaling one-third of her premarital debts including interest. Such an order is authorized by RSA 458:19, is not precluded by RSA 460:3, and in no way grants any rights to the creditor. Here again, in the absence of a record, we cannot say the order was unreasonable. *Greenglass v. Greenglass*, 118 N.H. 570, 391 A.2d 890 (1978).

■ The final issue involves the engagement ring. Defendant relies on *Gikas v. Nicholis*, 96 N.H. 177, 71 A.2d 785 (1950). That case, however, was an action of trover by the donor after the engagement was broken. No marriage had taken place. In the case before us, it was clearly within the authority of the court under RSA 458:19 to award the ring to the plaintiff.

*Exceptions overruled.*