COURT OF APPEALS OF VIRGINIA

Record No. 0409-25-2

MARGARET D. HARGRAVE
v.
THE ESTATE OF ALAN R. BECKENSTEIN,
BY STACEY BECKENSTEIN BRUNS, EXECUTOR

Present: Judges Causey, Chaney and White

Argued by videoconference

Opinion Issued September 15, 2026*

FROM THE CIRCUIT COURT OF ALBEMARLE COUNTY
Cheryl V. Higgins, Judge

Michael S. Ewing (Adam D. Rellick; Stiles Ewing Powers PC, on briefs), for appellant.

Seth J. Ragosta (Elizabeth C. Southall; Flora Pettit PC, on brief), for appellee.

MEMORANDUM OPINION BY
JUDGE KIMBERLEY SLAYTON WHITE

INTRODUCTION

This appeal requires us to construe a premarital agreement executed by Margaret Hargrave and Alan Beckenstein. The parties dispute whether the agreement's reference to appreciation "during the marriage" extends through the date of divorce or ends when the parties permanently separated. Because the agreement is governed by Virginia law and the parties expressed no intent to depart from Virginia's settled meaning of the phrase, we affirm the judgment of the trial court.

* This opinion is not designated for publication. *See* Code § 17.1-413(A).

BACKGROUND

On December 22, 2011, Margaret Hargrave and Alan Beckenstein executed a Premarital Agreement (PMA). The parties married four days later but separated on March 1, 2020, after Hargrave informed Beckenstein that she intended to end the marriage and live apart. They officially divorced on June 1, 2024. This dispute arises from the divorce filed by Hargrave concerning the term "during the marriage" as used in the PMA. Article V of the PMA set forth specific terms regarding the distribution of the parties' assets "[i]n the event of any divorce, legal separation or declaration of a nullity of a marriage." According to Article V's subsections of the PMA, Hargrave is "entitled to one-half (1/2) of the net increase in value *during the marriage* of the [parties'] primary residence(s)" and "entitled to one-half (1/2) of the increase in value *during the marriage*" of Beckenstein's retirement accounts. (Emphases added).

Moreover, in Article IX of the PMA, the parties agreed that they are legally bound by the PMA's terms if either party initiated against the other "any action for divorce, separation or declaration of a nullity of a marriage" in Virginia or "any other state or country." The parties, however, also agreed that the PMA would be "governed by the internal laws of the Commonwealth of Virginia."

On July 29, 2024, the parties filed a joint motion for interpretation, requesting that the trial court clarify the phrase "during the marriage" as used in the PMA. The parties also filed a joint stipulation with the agreed values of the primary residence and Beckenstein's retirement accounts as of the dates of marriage, separation, and divorce. At the time of the marriage, the parties' primary residence was valued at $400,000. By the date of separation, its value had increased to $495,000, and on the date of divorce, it had increased to $610,000. Beckenstein's retirement accounts were valued at $1,181,992 at the time of marriage, $2,322,918 at the time of separation, and $3,355,999 at the time of divorce.

Hargrave asserts that the phrase "during the marriage" encompasses the period from the parties' marriage on December 26, 2011, through their divorce on June 1, 2024. According to this interpretation, Hargrave would be entitled to one-half of the appreciation in the primary residence and Beckenstein's retirement accounts as of the date of divorce, totaling $105,000[1] and $1,087,004,[2] respectively. In contrast, Beckenstein maintains that "during the marriage" means from the parties' marriage through their date of separation. Under his interpretation, Hargrave's share would be limited to one-half of the appreciation accrued as of the date of separation, amounting to $47,500[3] for the residence and $570,463[4] for the retirement accounts. As a result, the interpretation of the phrase "during the marriage" determines whether Hargrave is entitled to an additional $574,041,[5] depending on whether the term extends through the date of divorce or ends at the date of separation.

[1] Hargrave's half-interest in the primary residence is calculated as follows: $610,000 (value of the primary residence at the time of divorce) - $400,000 (value of the primary residence at the time of marriage) = $210,000, which is divided in half, totaling $105,000.

[2] Hargrave's half-interest in Beckenstein's retirement accounts calculated: $3,355,999 (value of the retirement accounts at the time of divorce) - $1,181,992 (value of the retirement accounts at the time of marriage) = $2,174,007, which is divided in half, totaling $1,087,004.

[3] Hargrave's half-interest in the primary residence is calculated as follows: $495,000 (value of the primary residence at the time of separation) - $400,000 (value of the primary residence at the time of marriage) = $95,000, which is divided in half, totaling $47,500.

[4] Hargrave's half-interest in Beckenstein's retirement accounts calculated: $2,322,918 (value of the retirement accounts at the time of separation) - $1,181,992 (value of the retirement accounts at the time of marriage) = $1,140,926, divided in half, totaling $570,463.

[5] $1,192,004 (value of Hargrave's half interest in primary residence and Beckenstein's retirement accounts if "during the marriage" means date of marriage to time of divorce) - $617,963 (value of Hargrave's half interest in primary residence and Beckenstein's retirement accounts if "during the marriage" means date of marriage to when the parties separated) = $574,041.

TRIAL COURT'S RULING

At trial, Hargrave argued that the parties' inclusion of "legal separation" in the PMA demonstrates their intent to tie property distribution to a court ordered change in marital status, including remedies recognized in jurisdictions outside Virginia. Hargrave asserted that "legal separation" is a term of art referring to a formal legal remedy. Although that remedy is not recognized in Virginia, it is recognized in other jurisdictions and alters a couple's legal status while permitting courts to divide their property. According to Hargrave, because the PMA expressly states it may apply in Virginia or "any other state or country," the parties contemplated that its provisions could operate in jurisdictions recognizing legal separation as a formal remedy.

She further argued that, in Article V of the PMA, the term "legal separation" appears alongside divorce and annulment, both of which are court ordered legal remedies. The use of these terms together shows that divorce, legal separation, and annulment were intended to function as separate legal triggers that activate the PMA's property distribution provisions. Therefore, those provisions only apply upon entry of a court order altering the parties' legal status. Thus, the phrase "during the marriage" refers to the period from the date of marriage until the entry of a court order granting a divorce, legal separation, or annulment. Because the parties obtained a court ordered divorce, Hargrave maintains that "during the marriage" extends from the date of marriage through the date of divorce.

The trial court, however, rejected her argument. Instead, the court ruled in favor of Beckenstein, finding that the term "during the marriage" meant from the date the parties married on December 26, 2011, through the date of their separation on March 1, 2020.
According to the trial court's interpretation of Code § 20-107.1, "separation" is defined as the date the parties physically separate with at least one party intending the separation to be permanent and continuous. Moreover, the court reasoned that "separation" is further entrenched

under Code § 20-91(A)(9), which provides that either party may be granted a divorce if the parties have lived separate and apart without any cohabitation for one year.

As a result, the trial court reasoned that "separation" is "not a term of art" but instead means when the parties are physically separated and continuously living apart. The court further concluded that, if the parties had intended "during the marriage" to mean from the date of marriage through the date of divorce, they could have written that in Article V. Therefore, based on this interpretation, Beckenstein was required to pay Hargrave her one-half interests, amounting to $47,500 for the residence and $570,463 for the retirement accounts.

After the ruling, Hargrave filed a motion for reconsideration. A hearing on Hargrave's motion occurred several months later. At the hearing, the trial court denied her motion and once again ruled in Beckenstein's favor. Consistent with its previous ruling, the trial court reiterated that Virginia law does not require court orders declaring the parties legally separated while still married, as required in some other jurisdictions. Likewise, the court noted the distinction between the specific language used in Article III and Article V.

Reaffirming its earlier ruling, the trial court concluded that, under Virginia law, "separation" occurs when the parties physically separate with at least one spouse intending the separation to be permanent. The trial court therefore concluded that, because the parties permanently separated on March 1, 2020, the phrase "during the marriage" began on the date of marriage and ended on March 1, 2020. Therefore, entitling Hargrave to one-half of the appreciation accrued only during the marriage.

Following the trial court's ruling, Hargrave appealed. However, before the case was heard for appeal, Beckenstein died. In his place, his estate joined as a party and argued the merits of this appeal.

ANALYSIS

On appeal, "[a]bsent the necessity to consider extrinsic evidence, appellate courts review trial court interpretations of contractual text *de novo* because we 'have an equal opportunity to consider the words within the four corners of the disputed provision.'" *Smith v. Smith*, 43 Va. App. 279, 288 n.2 (2004) (quoting *Standard Banner Coal Corp. v. Rapoca Energy Co.*, 265 Va. 320, 324-25 (2003)). Accordingly, "[t]he trial court's interpretation of the [PMA] is an issue of law that we review *de novo*." *Stacy v. Stacy*, 53 Va. App. 38, 43 (2008).

"Antenuptial agreements, like marital property settlements, are contracts subject to the rules of construction applicable to contracts generally, including the application of the plain meaning of unambiguous contractual terms." *Pysell v. Keck*, 263 Va. 457, 460 (2002). Thus, "a [PMA] is governed by the same rules of construction applied to other contracts." *Stacy*, 53 Va. App. at 44.

When interpreting the language of a contract between private parties, "the court [must] construe the contract made by the parties, not to make a contract for them." *Wilson v. Holyfield*, 227 Va. 184, 187 (1984) (quoting *Meade v. Wallen*, 226 Va. 465, 467 (1984)). Rather, we must interpret the contract in accordance with "the intention[s] of the parties as expressed by them in the words they have used, and [we] are bound to say that the parties intended what the written instrument plainly declares." *Id.* (quoting *Meade*, 226 Va. at 467). To determine the parties' intentions, we cannot "'place emphasis on isolated terms' wrenched from the larger contractual context." *Babcock & Wilcox Co. v. Areva NP, Inc.*, 292 Va. 165, 180 (2016) (quoting *Quadros & Assocs., P.C. v. City of Hampton*, 268 Va. 50, 54 (2004)). Instead, "we must construe the contract as a whole." *Stacy*, 53 Va. App. at 48. Thus, "[t]he question for the court is what did the parties agree to as evidenced by their contract." *Id.* at 44.

As a result, "the meaning of a contract 'is to be gathered from all its associated parts assembled as a unitary expression of the agreement of the parties.'" *Id.* at 48 (quoting *Sully Station II Cmty. Ass'n, Inc. v. Dye*, 259 Va. 282, 284 (2000)). Accordingly, under this standard, "we are not to treat any word or clause in the [PMA] 'as meaningless if a reasonable meaning can be given to it, and there is a presumption that the parties have not used words needlessly.'" *Id.* (quoting *Dominion Sav. Bank, FSB v. Costello*, 257 Va. 413, 417 (1999)).

In this case, we find the PMA's definition of "during the marriage" to mean from the parties' date of marriage to the date of separation. Because the parties expressly agreed that the PMA would be governed by Virginia law, we look to Virginia's settled understanding of that phrase in interpreting the agreement. Starting in *Price v. Price*, 4 Va. App. 224, 231-32 (1987), we have held, for purposes of equitable distribution under Code § 20-107.3, that "the language 'during the marriage' means the period ending on the last separation date." As *Price* explained, this interpretation reflects the General Assembly's treatment of marriage as a partnership, because at that point, "the partnership ceases to work for the common good [and thus] the marriage is for all practical purposes over." *Id.* at 231. Therefore, consistent with Code § 20-107.3, "during the marriage" ends upon the parties' last separation, provided that at least one party intends the separation to be permanent.

Several years later, we reaffirmed that principle in *Dietz v. Dietz,* 17 Va. App. 203, 209-10 (1993), explaining that "the legislature recognized that a marriage will be deemed to have ended for purposes of classifying property as marital on the date of the last separation, in the absence of proof to the contrary." The General Assembly has repeatedly amended Code § 20-107.3 following our decisions in *Price* and *Dietz* without altering this settled interpretation. *See Bozarth v. Shelton*, 87 Va. App. 401, 406 (2026) ("When 'the General Assembly acts in an area in which one of its appellate courts has already spoken, it is presumed to know the law as the court has stated it and to acquiesce therein.'" (quoting *Townes v. Va. State Bd. of Elections*, 299 Va. 34, 49 (2020))). Accordingly, absent evidence that the agreement indicates otherwise, we presume that the phrase "during the marriage," as used in the PMA, carries the same meaning and extends until the parties' last separation, provided that at least one party intends the separation to be permanent.

Here, after applying these principles, we find nothing in the PMA indicating that the parties intended the phrase "during the marriage" to have a meaning different from its settled meaning under Virginia law. Although the parties contemplated that the PMA could apply to actions for "divorce, separation, or declaration of a nullity of a marriage" instituted in Virginia or "any other state or country," they did not incorporate similar language into Article V's divorce section. Instead, in the PMA's general provisions, the parties chose to be "governed by the internal laws of the Commonwealth of Virginia." Therefore, when reading the PMA, we presume the parties intentionally used "during the marriage" provision in Article V, while the "any other state or country" language was in Article IX. *See Stacy*, 53 Va. App. at 44; *Sully Station II Cmty. Ass'n*, 259 Va. at 284. As such, we conclude that the parties intended the phrase "during the marriage" to bear its settled meaning under Virginia law, extending from the date of marriage until the parties' last separation, when at least one spouse intended the separation to be permanent.

Accordingly, under the PMA, the phrase "during the marriage" extended until the parties' last separation on March 1, 2020, when Hargrave intended the separation to be permanent. Because the parties' interests were fixed on that date, Hargrave was entitled to one-half of the appreciation in the residence and retirement accounts that accrued between the date of marriage and March 1, 2020, amounting to $47,500 for the residence and $570,463 for the retirement accounts.

CONCLUSION

For the foregoing reasons, the circuit court's judgment is affirmed.

Affirmed.