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BEACH, J., concurring in result. I respectfully concur in the result reached in the majority opinion. I believe that although the cases of *Heller v. D. W. Fish Realty Co.*, 93 Conn. App. 727, 890 A.2d 113 (2006), and *Jacques All Trades Corp. v. Brown*, 57 Conn. App. 189, 752 A.2d 1098 (2000), arose in the context of claims for attorney's fees pursuant to the Connecticut Unfair Trade Practices Act (CUTPA), General Statutes § 42-110a et seq., their reasoning applies with equal force to claims for attorney's fees pursuant to contractual provisions. If an attorney's time and effort practicably can be allocated between two contracts, one which is subject to contractual attorney's fees and one which is not, then the time should be so allocated. If no allocation is practicable under the circumstances of the case, then a reasonable attorney's fee should be awarded without division between the contracts. The principle is sensible and no authority to the contrary has been presented.

The issue of practicable allocation is one of fact for the trial court. In light of its orders, the trial court in this case presumably decided that the total time could be allocated between the contracts. The record is silent on the precise matter, but the ruling clearly reflects such an understanding. When the record is silent, we do not presume error. The court was not bound to credit any particular testimony, expert or otherwise. Because the record does not show that the trial court could not reasonably have reached its result, I agree with the majority that the judgment of the trial court should be affirmed.