

## WHAT IS PALIMONY?

Looking at individual legal cases can provide some guidance in figuring how a court might handle your case, but remember that all cases are different, and each case is considered on its own facts.

This case summary is provided here because it's interesting, not as legal guidance or advice for any particular individual. Reading cases is no substitute for individualized legal advice.

### **Marvin v. Marvin, 18 Cal. 3d 660**

#### **CALIFORNIA OFFICIAL REPORTS SUMMARY**

A woman brought an action against a man with whom she had lived for approximately six years, in which she alleged that she and defendant entered into an oral agreement that during the time they lived together they would combine their efforts and earnings and share equally the property accumulated through their individual or combined efforts, and that plaintiff would render services to defendant as companion, housemaker, housekeeper and cook, give up her career as an entertainer and singer, and that defendant would provide for all her financial support for the rest of her life. Plaintiff further alleged that later she was forced to leave defendant's household at his request, he refused to pay any further support to her and refused to recognize that she had any interest in the property accumulated while they were living together. Plaintiff prayed for declaratory relief, asking the court to determine her contract and property rights, and also to impose a constructive trust upon one-half of the property acquired during the course of the relationship. The trial court denied plaintiff's motion to amend her complaint to allege that she and defendant affirmed their agreement after defendant's divorce became final, and thereafter granted defendant's motion for judgment on the pleadings. (Superior Court of Los Angeles County, No. C-23303, William A. Munnell, Judge.)

The Supreme Court reversed and remanded for further proceedings. The court held the terms of the contract as alleged by plaintiff did not rest upon any unlawful consideration, that it furnished a suitable basis upon which the trial court could render declaratory relief, and the trial court therefore erred in granting defendant's motion for judgment on the pleadings. The court held generally that while the provisions of the Family Law Act do not govern the distribution of property acquired during a nonmarital relationship, and such a relationship remains subject solely to judicial decision, the courts should enforce express contracts between nonmarital partners except to the extent that the contract is explicitly founded on the consideration of meretricious sexual services. The court further held that in the absence of an express contract, the court should inquire into the conduct of the parties to determine whether that conduct demonstrates an implied contract, agreement of partnership or joint venture, or some other tacit understanding between the parties, and that courts may also employ the doctrine



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of quantum meruit, or equitable remedies such as constructive or resulting trusts, when warranted by the facts of the case, and that plaintiff's complaint could be amended to state a cause of action founded on theories of implied contract or equitable relief. (Opinion by Tobriner, J., with Wright, C. J., McComb, Mosk, Sullivan and Richardson, JJ., concurring. Separate concurring and dissenting opinion by Clark, J.)

**But this was only the beginning.....the case went up on appeal:**

MICHELLE MARVIN, Plaintiff and Respondent, v. LEE MARVIN, Defendant and Appellant

Civ. No. 59130

Court of Appeal of California, Second Appellate District, Division Three

122 Cal. App. 3d 871; 176 Cal. Rptr. 555; 1981 Cal. App. LEXIS 2132

**CALIFORNIA OFFICIAL REPORTS SUMMARY**

After an unmarried couple ended their cohabitation at the man's insistence, the woman filed an action against him seeking support and maintenance. In a trial without a jury, the trial court found that defendant had no obligation to pay plaintiff a reasonable sum for maintenance, that plaintiff suffered no damage resulting from her relationship with defendant, including its termination and defendant did not become monetarily liable to plaintiff at all. However, the trial court found it was doubtful that plaintiff could return to the career she had enjoyed before the relationship of the parties commenced and that she was in need of rehabilitation. Accordingly, the trial court entered a judgment ordering defendant to pay plaintiff the sum of \$ 104,000 to be used by her primarily for her economic rehabilitation. (Superior Court of Los Angeles County, No. C23303, Arthur K. Marshall, Judge.)

The Court of Appeal modified the judgment by deleting the portion requiring the rehabilitative award and otherwise affirmed. The court held the challenged rehabilitation award was not within the issues framed by the pleadings, and, in any event, there was no equitable or legal basis for the challenged award. The court held that, while equitable remedies may be devised to protect the expectations of the parties to a nonmarital relationship, there was nothing in the trial court's findings to suggest that such an award was warranted to protect the expectations of both parties. The court held that, because the award was nonconsensual in nature, it required support by some recognized underlying obligation in law or in equity, but the special findings in support of the award merely established plaintiff's need and defendant's ability to respond to that need. (Opinion by Cobey, J., with Potter, J., concurring. Separate dissenting opinion by Klein, P. J.)