

MASSACHUSETTS SUPREME JUDICIAL COURT

Cohan v. Feuer

442 Mass. 151 (2004) · Decided July 7, 2004

SUMMARY

The Massachusetts Supreme Judicial Court held that a stipulation modifying alimony and child support did not obligate a former husband's estate to continue alimony payments after his death. The court concluded that the stipulation's provision that alimony would cease upon the former wife's death or remarriage was insufficient, in the context of a later enforcement proceeding, to overcome the presumption that alimony terminates upon the obligor's death.

CASE DETAILS

COURT	Massachusetts Supreme Judicial Court
WRITING FOR THE COURT	Marshall, C.J.
JURISDICTION	Massachusetts
DECIDED	July 7, 2004
DISPOSITION	affirmed
PROCEDURAL POSTURE	The plaintiff sought a declaratory judgment requiring her former husband's estate to continue paying alimony under a 1982 stipulation. The Superior Court granted partial summary judgment for the defendants. The Appeals Court vacated that judgment, and the Supreme Judicial Court granted further appellate review and affirmed the Superior Court.
STANDARD OF REVIEW	Summary judgment is reviewed to determine whether there is a genuine dispute of material fact and whether the moving party is entitled to judgment as a matter of law; the relevant facts are viewed in the light most favorable to the nonmoving party.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	Barbara Cohan v. administrator of the estate of Henry H. Cohan, intervener defendants

TOPICS

- family law procedure
- alimony
- spousal support
- estate litigation
- declaratory judgment

PRACTICE AREAS

family law

probate

remedies

QUESTIONS PRESENTED

1. Whether the 1982 stipulation, providing that alimony would cease upon the plaintiff's death or remarriage, overcame the general presumption that alimony terminates upon the obligor's death.
2. Whether the stipulation should be interpreted in isolation or in the context of the underlying divorce decrees and the support dispute it was intended to resolve.
3. What rule governs the continuation of periodic alimony after the death of either party.

HOLDINGS

1. In the specific circumstances of this case, the stipulation's provision that alimony would cease upon the plaintiff's death or remarriage did not create an obligation requiring the decedent's estate to continue paying alimony.
2. An obligation to make periodic alimony payments ends automatically upon the remarriage of the obligee or the death of either party, regardless of the term fixed in the decree or agreement, unless the original decree or agreement, or a legally amended agreement, provides otherwise, or, upon the obligor's death, the court makes written findings that termination would cause substantial injustice because of facts not present in most cases.

KEY QUOTATIONS

"As a general rule, an order for the payment of alimony ceases with the death of the party obligated to pay it unless the decree or judgment provides otherwise" (154)

"No rational juror could find that the parties intended that the language used in the [stipulation would modify the New Jersey decree by creating an obligation to continue the alimony payments after the husband's death." (157-158)

"an obligation to make periodic alimony payments ends automatically at the remarriage of the obligee or at the death of either party" (158)

FACTUAL BACKGROUND

The decedent and Cohan were divorced in New Jersey in 1973, and the divorce decree required him to pay alimony and child support. After enforcement and modification proceedings, the parties executed a handwritten stipulation in 1982 that increased or fixed monthly support and stated that alimony would cease upon Cohan's death or remarriage. The stipulation did not expressly address whether the obligation survived the decedent's death, and the original decree apparently contained no postmortem-alimony provision. After the decedent died in 1998, Cohan sought payments from his estate, but the court found no evidence that the parties had contemplated estate payments when they entered the stipulation.

PROCEDURAL HISTORY

After the former husband's death, Cohan sued the estate seeking a declaration that the stipulation required alimony payments until her death or remarriage. The parties filed cross motions for summary judgment. The Superior Court initially found the stipulation ambiguous, then considered affidavits and other evidence and granted partial summary judgment for the defendants. The Appeals Court reversed, but the Supreme Judicial Court affirmed the Superior Court's judgment.

DISPOSITION

affirmed

CASES CITED

- Barron v. Puzo, 415 Mass. 54 (1993)
- Remy v. MacDonald, 440 Mass. 675, 676 (2004)
- Cohan v. Feuer, 58 Mass. App. Ct. 223 (2003)
- Taylor v. Gowetz, 339 Mass. 294 (1959)
- Farrington v. Boston Safe Deposit & Trust Co., 280 Mass. 121 (1932)
- Costello v. Commissioner of Revenue, 391 Mass. 567, 570 (1984)
- Woodward v. Commissioner of Social Sec., 435 Mass. 536, 547-548 (2002)
- Bobick v. U.S. Fidelity & Guar. Co., 439 Mass. 652, 656 n.8 (2003)
- Modell v. Modell, 23 N.J. Super. 60, 62 (App. Div. 1952)
- Jacobitte v. Jacobitte, 135 N.J. 571, 577-578 (1994)
- Schuler v. Schuler, 382 Mass. 366, 368 (1981)
- McCarthy v. McCarthy, 36 Mass. App. Ct. 490, 490-491 (1994)

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