

VERMONT SUPERIOR COURT, CIVIL DIVISION, CHITTENDEN UNIT

Butler v. Cafferty

Butler · No. 25-CV-03793 · Decided May 7, 2026

SUMMARY

The Vermont Superior Court ruled on cross-motions for summary judgment in an eviction action concerning the interpretation of a prenuptial agreement. The court held that the agreement granted Edward Cafferty the exclusive right to continue living in the Charlotte, Vermont residence after his wife’s death, but did not require him to live there alone. Cafferty’s motion for summary judgment was granted, Butler’s motion was denied, and the eviction claim was rejected.

CASE DETAILS

COURT	Vermont Superior Court, Civil Division, Chittenden Unit
WRITING FOR THE COURT	Megan J. Shafritz
JURISDICTION	Vermont Superior Court, Civil Division, Chittenden Unit
DECIDED	May 7, 2026
DOCKET	25-CV-03793
DISPOSITION	other
PROCEDURAL POSTURE	Eviction action involving interpretation of a prenuptial settlement agreement; the parties filed cross-motions for summary judgment.
STANDARD OF REVIEW	Summary judgment is appropriate when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. Contract interpretation is a question of law when the material facts are undisputed; an unambiguous contract is construed according to its plain language.
PRECEDENTIAL VALUE	nonprecedential trial-court decision
PARTIES	Alysia Butler, Trustee of the Susan L. Krasnow Revocable Trust v. Edward Cafferty

TOPICS

- eviction
- summary judgment
- contract interpretation
- landlord tenant
- civil procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether paragraph 16 of the prenuptial agreement, providing that Cafferty may continue to live in the Charlotte Residence exclusively after Krasnow's death, required Cafferty to live there alone.
2. Whether Cafferty breached the prenuptial agreement by having a guest reside with him and therefore could be evicted.
3. Whether summary judgment was appropriate where the material facts were undisputed and the parties disputed only the interpretation of the agreement.

HOLDINGS

1. Paragraph 16 is unambiguous and grants Cafferty the exclusive right to continue living in the Charlotte Residence, including the power to exclude Butler, the Trust, and other heirs or beneficiaries who might assert a superior right; it does not require Cafferty to live alone.
2. Cafferty did not breach the prenuptial agreement by having a guest at the Charlotte Residence, and Butler was not entitled to evict him on that basis.
3. Summary judgment was proper for Cafferty because the material facts were undisputed and the dispute concerned the legal interpretation of the prenuptial agreement.

KEY QUOTATIONS

“When the language of the contract is clear on its face, we will assume that the intent of the parties is embedded in its terms.” (2)

“Construing the Prenup as a whole, the Court concludes the language of paragraph 16 is unambiguous and gives Cafferty the sole right to continue living in the Charlotte Residence after Ms. Krasnow’s death and the power to exclude any others who may also assert such a right.” (3)

“Defendant has demonstrated that no breach of the Prenup has occurred and therefore, he is entitled to judgment as a matter of law on Plaintiff’s claim for eviction.” (4)

FACTUAL BACKGROUND

Edward Cafferty and Susan Krasnow executed a prenuptial agreement in June 2010. The agreement addressed their rights in the Charlotte, Vermont residence, which was Krasnow's separate property and was held in trust. After Krasnow's death, Cafferty continued to live in the residence, and he had a guest living there for approximately one month during the summer of 2025. Butler, the current trustee and Krasnow's daughter, contended that the guest violated the agreement's provision allowing Cafferty to continue living in the residence exclusively and issued a notice terminating his tenancy.

PROCEDURAL HISTORY

Butler issued Cafferty a notice of termination of tenancy after learning that he had a guest residing with him at the Charlotte Residence. Cafferty did not vacate, and Butler filed this eviction action. Both parties moved for

summary judgment; the court denied Butler's motion, granted Cafferty's motion, and dismissed Cafferty's motion for leave to file untimely responses to requests to admit as moot.

DISPOSITION

other

CASES CITED

- B&C Mgmt. Vt., Inc. v. John, 2015 VT 61, ¶ 11, 199 Vt. 202
- Dep't of Corr. v. Matrix Health Sys., P.C., 2008 VT 32, ¶¶ 11-12, 183 Vt. 348
- Beldock v. VWSD, LLC, 2023 VT 35, ¶ 27, 218 Vt. 144
- Isbrandtsen v. N. Branch Corp., 150 Vt. 575, 579-81, 556 A.2d 81, 84-85 (1988)
- Sutton v. Purzycki, 2022 VT 56, ¶¶ 37-38, 217 Vt. 326, 347
- Southwick v. City of Rutland, 2011 VT 105, ¶ 5, 190 Vt. 324

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