

SUPREME COURT OF VIRGINIA

Davis v. Davis, 239 Va. 657

391 S.E.2d 255 (1990) · No. Record No. 890581 · Decided April 20, 1990

SUMMARY

The Supreme Court of Virginia held that an antenuptial agreement preserving each spouse’s separate property did not waive the parties’ respective rights to seek spousal support. The court affirmed the setting aside of the husband’s deed of gift to a friend under Virginia Code § 55-80, concluding that the conveyance was made with intent to defraud the wife, who was a spousal-support judgment creditor. Two justices dissented, reasoning that the agreement’s plain language barred the wife from challenging the transfer.

CASE DETAILS

COURT	Supreme Court of Virginia
WRITING FOR THE COURT	Richard H. Poff, Senior Justice; Carrico, C.J.; Compton, J.; Stephenson, J.; Russell, J.; Whiting, J.; Lacy, J.
JURISDICTION	Virginia
DECIDED	April 20, 1990
DOCKET	Record No. 890581
DISPOSITION	affirmed
PROCEDURAL POSTURE	Husband appealed a final decree setting aside his deed of gift to a friend as a fraudulent conveyance and ordering sale of the property to pay creditors. He argued that an antenuptial agreement barred his former wife from challenging the conveyance based on her spousal-support claim.
STANDARD OF REVIEW	The Supreme Court reviewed the Chancellor's construction of the antenuptial agreement and whether the evidence was sufficient to support the finding of fraudulent intent.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	Stewart Wayne Davis v. Donna Jean Mooney Davis

TOPICS

- prenuptial agreements
- spousal support
- contract interpretation
- statutory interpretation
- divorce

PRACTICE AREAS

family law

contracts

real estate

remedies

statutory interpretation

QUESTIONS PRESENTED

1. Whether the antenuptial agreement waived or otherwise barred Donna's right to claim spousal support and to pursue the fraudulent-conveyance remedy under Code § 55-80.
2. Whether the evidence supported the finding that Stewart's deed of gift was made with intent to defraud Donna and creditors.

HOLDINGS

1. The antenuptial agreement did not contemplate surrender of either party's right to claim and prove entitlement to spousal support.
2. As the beneficiary of a spousal-support award, Donna was eligible to pursue the fraudulent-conveyance remedy provided by Code § 55-80.
3. The evidence was sufficient to support the finding that the deed of gift was made with intent to defraud, and the Chancellor properly set aside the deed.

KEY QUOTATIONS

“Unlike dower, curtesy, the right of inheritance, or the right to renounce a will, the right to spousal support is not a property interest, and it does not accrue by operation of law but only upon proof of entitlement.” (239 Va. at 657)

“Accordingly, we hold that the antenuptial agreement did not contemplate surrender of the parties' respective rights to claim and to prove entitlement to spousal support and, consequently, that Donna was eligible as the beneficiary of a spousal-support award to pursue the remedy provided by Code § 55-80.” (239 Va. at 657)

FACTUAL BACKGROUND

Stewart and Donna Davis executed an antenuptial agreement before marrying, providing generally that each would retain separate property and could dispose of it free from claims by the other arising by reason of the marriage. After Stewart shot Donna, leaving her paralyzed, she obtained pendente lite spousal support and a judgment for arrearages. On the day before a divorce decree awarding Donna additional support arrearages, Stewart conveyed his residence by deed of gift to Kathy Mauldin. The commissioner and Chancellor found that the conveyance was made to defraud Donna and creditors and that Mauldin was not a bona fide purchaser for value.

PROCEDURAL HISTORY

Donna Davis obtained pendente lite spousal support and a judgment for arrearages during divorce proceedings. After Stewart Davis conveyed his residence to a friend by deed of gift immediately before entry of a decree awarding additional support arrearages, Donna brought an action under Code § 55-80 to set aside the conveyance. A commissioner in chancery found fraudulent intent and that the transferee was not a bona fide

purchaser; the Chancellor confirmed the report, set aside the deed, and ordered the property sold. The Supreme Court of Virginia affirmed.

DISPOSITION

affirmed

CASES CITED

- Capps v. Capps, 216 Va. 378, 219 S.E.2d 901 (1975)
- Davis v. Davis, 8 Va. App. 12, 377 S.E.2d 640 (1989)
- Appalachian Power Co. v. Greater Lynchburg Transit Co., 236 Va. 292, 374 S.E.2d 10 (1988)
- Amos v. Coffey, 228 Va. 88, 320 S.E.2d 335 (1984)