

SUPREME COURT OF PENNSYLVANIA

Kripp v. Kripp, 578 Pa. 82

849 A.2d 1159 (2004) · Decided May 27, 2004

SUMMARY

The Supreme Court of Pennsylvania held that a property settlement agreement's alimony provision was ambiguous as to whether alimony terminated when the recipient cohabited with a same-sex partner. The court ruled that parol evidence was admissible to determine the parties' intended meaning and reversed the Superior Court, reinstating the trial court's order.

CASE DETAILS

COURT	Supreme Court of Pennsylvania
WRITING FOR THE COURT	Chief Justice Cappy; Justice Castille; Justice Nigro; Justice Newman; Justice Saylor
JURISDICTION	Pennsylvania
DECIDED	May 27, 2004
DISPOSITION	reversed
PROCEDURAL POSTURE	Robin Kripp appealed from a trial court order denying her contempt petition concerning unpaid alimony under a property settlement agreement. The Superior Court reversed the trial court, and the Supreme Court of Pennsylvania granted review limited to whether parol evidence was admissible to determine the intended meaning of the agreement's cohabitation provision.
STANDARD OF REVIEW	Questions concerning whether a contract is ambiguous are reviewed de novo, with plenary scope of review as necessary. The interpretation of an ambiguous writing is for the finder of fact.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	Anthony Kripp v. Robin Kripp

TOPICS

- family law procedure
- alimony
- spousal support
- contract interpretation
- parol evidence rule

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the cohabitation provision in the parties' property settlement agreement was ambiguous.
2. Whether parol evidence was admissible to determine the parties' intended meaning of the cohabitation provision.
3. Whether the statutory definition of cohabitation in 23 Pa.C.S. § 3706 controlled the interpretation of the parties' private settlement agreement.

HOLDINGS

1. The property settlement agreement's provision stating that alimony would end if the wife cohabitated was ambiguous because it was reasonably susceptible to multiple interpretations, including cohabitation with a man, a woman, or either.
2. Because the agreement was ambiguous, the trial court properly admitted parol evidence concerning the parties' intended meaning of cohabitate.
3. The statutory definition of cohabitation in 23 Pa.C.S. § 3706 does not automatically control or become incorporated into a private marital settlement agreement.

KEY QUOTATIONS

“A contract is ambiguous if it is reasonably susceptible of different constructions and capable of being understood in more than one sense.” (849 A.2d at 1164)

“There is nothing in 23 Pa.C.S. § 3706 or in the Divorce Code to show that the General Assembly intended that the definition of cohabitation set forth in the statute be incorporated into or control private agreements or that the courts are foreclosed from applying the law of contracts to determine the parties’ intent on such a matter.” (849 A.2d at 1165)

FACTUAL BACKGROUND

The parties' 1998 property settlement agreement required Anthony Kripp to pay Robin Kripp \$1,000 per month in alimony for five years, subject to a handwritten provision stating that alimony payments would end if Robin cohabitated, with a minimum payment period of 24 months. After Anthony paid alimony for 24 months, Robin began cohabiting with a non-family woman, and Anthony stopped making further payments after sending one final \$1,000 check. Robin filed a contempt petition, while Anthony offered testimony and related correspondence concerning the parties' understanding that cohabitation with either a man or a woman would terminate the obligation.

PROCEDURAL HISTORY

The trial court admitted Anthony Kripp's testimony concerning the parties' intended meaning of the term cohabitate, found that Robin's cohabitation with a non-family woman terminated Anthony's alimony obligation after the minimum 24-month period, and denied Robin's contempt petition. The Superior Court reversed, holding

that cohabitation had a fixed statutory meaning limited to opposite-sex relationships. The Supreme Court reversed the Superior Court and reinstated the trial court's order.

DISPOSITION

reversed

CASES CITED

- Vaccarello v. Vaccarello, 563 Pa. 93, 757 A.2d 909, 914 (2000)
- Robert F. Felte, Inc. v. White, 451 Pa. 137, 302 A.2d 347, 351 (1973)
- Pines Plaza Bowling, Inc. v. Rossvie, Inc., 394 Pa. 124, 145 A.2d 672 (1958)
- Hutchison v. Sunbeam Coal Corp., 513 Pa. 192, 519 A.2d 385, 390 (1986)
- Steuart v. McChesney, 498 Pa. 45, 444 A.2d 659, 663 (1982)
- Herr's Estate, 400 Pa. 90, 161 A.2d 32, 34 (1960)
- Community College v. Society of the Faculty, 473 Pa. 576, 375 A.2d 1267, 1275 (1977)
- Kripp v. Kripp, 784 A.2d 158, 163-65 (Pa. Super. Ct. 2001)
- Lobaugh v. Lobaugh, 753 A.2d 834, 836 (Pa. Super. Ct. 2000)
- Miller v. Miller, 352 Pa. Super. 432, 508 A.2d 550, 554 (1986)
- Easton v. Washington County Ins. Co., 391 Pa. 28, 137 A.2d 332 (1957)
- Buffalo Township v. Jones, 571 Pa. 637, 813 A.2d 659, 664 n. 4 (2002)
- Kripp v. Kripp, 569 Pa. 608, 807 A.2d 830 (2002)