

SENATE, No. 2091

STATE OF NEW JERSEY 213th LEGISLATURE

INTRODUCED OCTOBER 2, 2008

Sponsored by:

Senator NICHOLAS P. SCUTARI

District 22 (Middlesex, Somerset and Union)

Senator GERALD CARDINALE

District 39 (Bergen)

SYNOPSIS

Prohibits the enforcement of "palimony" agreements unless such agreements are in writing.

CURRENT VERSION OF TEXT

As introduced.



(Sponsorship Updated As Of: 1/27/2009)

1 AN ACT concerning palimony and amending R.S.25:1-5.

2

3 **BE IT ENACTED** by the Senate and General Assembly of the State
4 of New Jersey:

5

6 1. R.S.25:1-5 is amended to read as follows:

7 25:1-5. Promises or agreements not binding unless in writing.

8 No action shall be brought upon any of the following agreements or
9 promises, unless the agreement or promise, upon which such action
10 shall be brought or some memorandum or note thereof, shall be in
11 writing, and signed by the party to be charged therewith, or by some
12 other person thereunto by him lawfully authorized:

13 a. (Deleted by amendment, P.L.1995, c.360.)

14 b. (Deleted by amendment, P.L.1995, c.360.)

15 c. An agreement made upon consideration of marriage entered
16 into prior to the effective date of the "Uniform Premarital
17 Agreement Act," P.L.1988, c.99 (C.37:2-31 et seq.);

18 d. (Deleted by amendment, P.L.1995, c.360.)

19 e. (Deleted by amendment, P.L.1995, c.360.)

20 f. A contract, promise, undertaking or commitment to loan
21 money or to grant, extend or renew credit, in an amount greater than
22 \$100,000, not primarily for personal, family or household purposes,
23 made by a person engaged in the business of lending or arranging
24 for the lending of money or extending credit. For the purposes of
25 this subsection, a contract, promise, undertaking or commitment to
26 loan money shall include agreements to lease personal property if
27 the lease is primarily a method of financing the obtaining of the
28 property; **[or]**

29 g. An agreement by a creditor to forbear from exercising
30 remedies pursuant to a contract, promise, undertaking or
31 commitment which is subject to the provisions of subsection f. of
32 this section; or

33 h. A promise by one party to a non-marital personal relationship
34 to provide support for the other party, either during the course of
35 such relationship or after its termination.

36 (cf: P.L.1995, c.360, s.8)

37

38 2. This act shall take effect immediately.

39

40

41

STATEMENT

42

43 In two recent cases Devaney v. L'Esperance, (A-20-2007)
44 (Decided June 17, 2008) and In re Estate of Roccamonte, 174 N.J.
45 381 (2002) the New Jersey Supreme Court has upheld palimony

EXPLANATION – Matter enclosed in bold-faced brackets **[thus] in the above bill is not enacted and is intended to be omitted in the law.**

Matter underlined thus is new matter.

1 agreements between two unmarried cohabitants. In the Devaney
2 case the Court held that “cohabitation is not an essential
3 requirement, for a cause of action for palimony, but a marital-type
4 relationship is required.” Id. at 2. In the Roccamonte case, the court
5 held that an implied promise of support for life is enforceable
6 against the promisor’s (cohabitant) estate. In re Estate of
7 Roccamonte, 174 N.J. 381, 395 (2002). These decisions are
8 consistent with the court's prior decision in Kozlowski v.
9 Kozlowski, 80 N.J. 378 (1979), which had held that a promise of
10 lifetime support by one cohabitant to another in a marital-like
11 relationship would be enforced, if one of the partners was induced
12 to cohabit by the promise. The court held that the right to such
13 support is found in contract principles and that the contract may be
14 either express or implied.

15 This bill is intended to overturn these "palimony" decisions by
16 requiring that any such contract must be in writing and signed by
17 the person making the promise.

18 More specifically, the bill provides that a promise by one party
19 to a non-marital personal relationship to provide support for the
20 other party, either during the course of such relationship or after its
21 termination, is not binding unless it is in writing and signed.