December 21, 2010

T&E Litigation Update: *Rostanzo v. Rostanzo*

In *Rostanzo v. Rostanzo,* Case No. 09-P-1671, 2010 Mass. App. Unpub. LEXIS 1334 (Dec. 14, 2010), a decision issued pursuant to Rule 1:28, the Appeals Court affirmed the superior court's dismissal of the plaintiff's quantum meruit claim against the decedent's estate for the uncompensated "services" she allegedly provided to the decedent.

The plaintiff was married to the decedent. Prior to marrying, they entered into an antenuptial agreement which stated that each would continue to own the real and personal property with which they came to the marriage and that both would abandon any rights or claims to the other's property. In connection with a separate proceeding that was commenced in probate court, the validity of the antenuptial agreement was upheld. Based on the validity of the antenuptial agreement, the superior court and then the Appeals Court ruled that the plaintiff had effectively contracted away her quantum meruit claim. "That rather comprehensive contract essentially specifies that the plaintiff waived any interest in any aspect of the estate without reservation of any obligation that the decedent undertook to 'take care' of the plaintiff upon his death. Given that there is a binding contract addressing the very subject that the plaintiff here presses, the quantum meruit claim is necessarily and fatally flawed."