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Spring 2003  
**MIDTERM EVALUATION**

Please consider the problem below and take time to organize a thorough response to the question. Submit a written, essay-style response in *no more than one (1) blue book*. Do not submit your outline or organizational notes.

WRITE ONLY YOUR SOCIAL SECURITY NUMBER ON THE BLUE BOOK TO PRESERVE ANONYMITY OF GRADING.

**PROBLEM**

Tony and Robin married in a Catholic ceremony in 1978 in Lantelme but they failed to obtain a marriage license. In the last two years, Robin has been spending a lot of time with the parish priest. When Tony questioned Robin about her frequent trips to rectory, Robin explained that she was engaged in Bible Study groups. However, Tony has become more and more concerned about Robin. She has been frequently forgetful and unfocused. Last week she forgot to pick up the parties' youngest son at the High School track. He called Tony at work to come and get him after waiting for Robin for one hour. When Tony and his son arrived home, Robin was not home but there was a message on the answering service that Robin's prescription is ready. Tony was unaware that Robin was being treated for anything. Robin did not return to prepare dinner for the family. In fact she did not return until 11:00PM. At that time, Tony confronted Robin with his concerns. Of course, he was angry at her when she arrived singing and whistling. He had been sick with worry wondering where she could have been or what could have happened to her. The following day, while Tony was seeing a client in a nearby town, he noticed Robin's car at a nearby motel. Because he was with a business associate, he does not leave the meeting to investigate, but later saw Robin get into the car and depart.

Two days ago, Tony confronted Robin with his knowledge about Robin's motel visit. Robin declared that Tony was an "insufferably boring man" and that she was sick of being married to him and has been for years. She picked up a potted plant and threw it at him. After 25 years of marriage and two children she declared that she has "had enough". Yesterday, Tony woke to find Robin gone and their prenuptial agreement torn to shreds and thrown on their bed. Her closet was empty. Tony was unable to sleep and eat last night.

Today, Tony visits your office for legal advice. What do you tell Tony about the domestic issues that he has presented for your consideration?

**Family Law**  
**Midterm Evaluation**  
**Sample Response**  
**Spring 2003**

In order to provide legal advice to Tony, I would need to know Tony's objectives in this matter. Since Tony has come to my office, I can assume that he appreciates that he is involved in a domestic dilemma with potential legal consequences. I would need to ascertain whether Tony has a desire to seek to terminate, or void (if possible), his marriage to Robin. He may not. I would also need a clear idea of what Tony fears may happen. Since he knows Robin better than anyone else, his instincts about how Robin will proceed and react will be valuable in planning strategy in this case. As a preliminary step, I would conduct a thorough interview and then advise Tony as to the issues his problem presents. I would then recommend the most viable of his legal options, remembering however, that my role as counsel for Tony, will be to zealously pursue the legitimate objectives of my client.

The first issue presented is whether the lack of a marriage license renders Tony's marriage to Robin void. *As a general rule of law, a legal ceremonial marriage requires that two people, who are legally qualified to marry, agree and undertake to do so, in a ceremony of some sort, conducted by an individual authorized to solemnize marriages. There is also a requirement that the parties obtain a license, and/or have some type of certificate of marriage recorded in accordance with local state statute.* In Tony and Robin's case, they failed to comply with the requirement of licensure. One might argue that the marriage is invalid because of this failure. However, this failure is a procedural defect. It is not a substantive one which would defeat one of the party's legal qualifications to marry, such as that he/she is underage or already married, or related by blood. *Courts have held that such a procedural defect (failure to obtain a marriage license) will not invalidate the marriage.* The policy reasons for this would be to uphold marriages, where possible, especially in situations like this one, when the parties (or at least one of them) in good faith believed themselves to be validly married and conducted themselves in this manner. Here Tony and Robin have lived in the marriage for 25 years and have reared two children together. No good would come of declaring the marriage void now. Even if the marriage were void when they entered into it, because of the failure to obtain a license, the fact that Tony and Robin have lived in the marriage for the last 25 years would have the effect of ratifying the marriage. Also, in this vein, Robin would be able to assert laches as a defense. Annulment actions should be brought in a timely manner. A claimant should request an annulment as soon as possible after learning of the supposed impediment to the marriage. Otherwise, the parties may be deemed to have waited too long to assert their rights to have the marriage declared void, ratifying the marriage in the meantime. Therefore, I would tell Tony, that in all likelihood, his marriage to Robin is valid. He would not, in my opinion, be successful in requesting an annulment of the marriage.

The marriage could also be deemed valid if Lantelme were a jurisdiction which recognizes common law marriage. Since common law marriages do not generally involve a ceremony or a license, if this is a common law marriage jurisdiction, the parties' failure to obtain a license would be of no consequence. *As a general rule of law, a common law marriage results when two people who are legally qualified to marry, intend and agree to be married immediately, continuously cohabit as husband and wife, and openly and notoriously hold themselves out to the general public as married.* In Tony's case, he and Robin took part in a Catholic marriage ceremony, evidencing that they agreed to be married immediately. They cohabitated as husband and wife for 25 years, and they believed themselves to be married, (having executed an antenuptial agreement). (also, Robin says that she is sick of *being married* to Tony). Tony and Robin also held themselves out as married to everyone, including their children. Therefore, I would tell Tony that if Lantelme is a jurisdiction which recognizes common law marriages, his marriage to Robin is valid, and that if he wants out of the marriage, *divorce* the road to go, not annulment.

If Tony is considering divorce, he has some choices regarding how to proceed. He may proceed on fault grounds, if the facts warrant that, or he may proceed on no-fault grounds. The difference will be that proving marital fault often entails more in corroboration and evidence. Thus, a divorce on fault grounds may be more time consuming and more expensive. On the other hand, many jurisdictions require a period of separation, or other waiting period, before parties are eligible to have their "no-fault" divorce heard in court. Therefore, he may not be able to proceed to an immediate divorce hearing. Another consideration is whether the prenuptial agreement specified a grounds choice, in the event that one of the parties were to seek to terminate the marriage. If it did, and if the agreement is valid and enforceable, then Tony may be limited to filing for divorce on the grounds specified in the prenu.

Assuming that Tony is free to file for divorce on any grounds which appear fitting, the next issue is whether Tony has grounds for a divorce on the grounds of adultery. Robin has spent an inordinate amount of time with the parish priest, supposedly in Bible studies. Based on the fact that Tony asked Robin about the amount of time she was spending at church, I could infer that Tony was suspicious about Robin's behavior. However, he does not indicate that he has ever seen Robin in a compromising position with the priest. *Adultery is defined as having voluntary sexual intercourse with a person not your spouse.* As applied to Tony & Robin, it would mean that Tony would have to allege that Robin had voluntary sexual intercourse with a person other than him. Jurisdictions differ as how broadly they define adultery. In many jurisdictions, other sexual acts may be considered adultery, but all require some form of physical contact. It may be problematic that Tony has never seen Robin with the parish priest. To prove adultery he would not have to catch them in the actual act of adultery. Circumstantial evidence would suffice. However, the *circumstantial evidence must establish the opportunity for Robin to commit adultery, and Robin's inclination or disposition to commit adultery. The circumstantial evidence must be of such a quality as to lead fairly and necessarily to the conclusion that adultery has been committed. (Arnault case)* Tony could proffer testimony of his seeing Robin's car at the motel, combined with her absence from the home until late one evening, tending to show that Robin had the opportunity to commit adultery. He could also argue that Robin had an adulterous disposition, because she called him "an insufferable bore" and said that "she was sick

of being married to him and had been for years.” However, if Tony intends to allege that Robin is guilty of adultery with the parish priest, he cannot even say that he saw them standing a little too close, or staring at one another a little too long. He failed to investigate the motel incident, and observed nothing more than Robin getting into her car there. There are no reports from friends or other witnesses to corroborate an allegation of adultery. Hence, I would find these facts somewhat weak for an adultery case. Based on this, I would advise Tony that if he wished to terminate the marriage, I would not recommend filing for divorce on adultery grounds.

The next issue is whether Tony has grounds for divorce based on cruelty. *In order to make out a case for cruelty, Tony must show that Robin's conduct has caused or has created a danger of injury to his life, limb or health.* Robin's conduct in not returning home for dinner and in not picking up her son was the cause of extreme worry. Her conduct in telling Tony that he was an “insufferable bore” and in throwing a potted plant, may have caused him extreme emotional upset, to the extent that he was unable to eat or sleep. As a general rule, a party does not have to prove that he/she has been beaten or physically assaulted in order to bring an action for divorce on the grounds of cruelty. Mental cruelty is actionable. However, most jurisdictions require that there be some physical harm or effect as a result of the defendant's conduct. Also, a single incident of cruelty may suffice to support a successful claim for divorce on those grounds, but that incident must be of an extreme or shocking nature. Here, Tony and Robin really only had one big confrontation, wherein Robin threw a plant which did not hit Tony. This was not an incident of a sufficiently extreme nature. Tony has not expressed fear for his safety. His physical harm would be limited to sleeplessness and appetite, which have lasted for one day, so far. While I would agree with Tony that Robin has not treated him respectfully, I would have difficulty, at this stage, recommending that Tony consider a divorce on cruelty grounds. If in the future, other incidents arise, then perhaps a pattern of abuse or a cruel course of conduct may emerge which can substantiate a claim that Robin is creating a danger to Tony's life, limb or health. I would add that Tony may at any point, if he is fearful for his personal safety because of Robin's conduct or threats, seek a restraining order prohibiting Robin from abusing him. This he can do whether he wishes to terminate the marriage or not.

The next issue is whether Tony has grounds for divorce based on desertion. *As a general rule, desertion exists as a fault ground for divorce when one spouse leaves the other without that spouse's consent, without justification and with the intent not to return, for a certain period of time.* In order to prove that Robin deserted Tony, Tony must show that Robin left without his consent, without justification and without the intent to return, for whatever period of time is applicable in Lantelme. Since Tony & Robin live in Lantelme, I would have to research how long Robin must remain away from Tony before he can bring his claim of desertion to the courts. Robin and Tony argued, but Tony never indicated that he wished for Robin to leave. Based on what Tony says, he has not done anything to provoke or justify Robin's departure. Further, Robin's intent not to return can be discerned by her taking all of her clothes and ripping up the prenuptial agreement. Therefore, the first three elements of desertion are satisfied. The only problem is the duration of Robin's departure. Robin has only been gone one day. Who knows? She is acting so erratically, she may be back to stay tomorrow. However, I would consider whether or not Tony might have a case for constructive desertion, if Lantelme permits this as a ground for divorce. If Robin can be said to have “left” the marriage 2 years ago by spending so

much time away from the home with the parish priest that she was no longer fulfilling her marital duties at all, the fact that Robin moved out only a day ago, may be of little consequence. She may be deemed as having "constructively deserted" Tony long ago. The problem with this is that Tony acted shocked that Robin did not pick up their son, and that she did not come home for dinner that evening. Both of these facts indicate that she was performing her duties as his wife on some level. However, further inquiry on this issue may be warranted to assess the viability of a claim of desertion. Alternatively, if Robin remains away from the home/marriage for a longer period of time, as required by Lantelme's desertion statute, then Tony may be able to bring his claim for divorce on the grounds of desertion.

The next issue is whether Robin would have any defenses to Tony's action for divorce, should he proceed on adultery, cruelty or desertion grounds. Tony may consider that if he brings a complaint for divorce based on adultery, or even constructive desertion grounds, that Robin may allege that he condoned her misconduct, by forgiving her behavior and continuing in the marital relation, as before. He did confront her about her absences and his suspicions, but he chose to continue on as if nothing was wrong. The weakness in this defense is that in order for Robin to successfully use the defense of condonation, Tony must be aware of the particular marital misconduct and forgive her for it anyway. He did not know that (or if) Robin was involved in an adulterous relationship with the parish priest. He was also not aware that she deserted him (constructively), because he expected her to continue to perform her marital duties to the family, right up until the time she left, and he has not forgiven her for leaving.

Robin may also allege that she is not guilty of adultery, cruelty or desertion because she is insane. In jurisdictions which recognize insanity as a divorce defense, *the general rule of law is that insanity is a defense to divorce on fault grounds, but the mental infirmity must relate to the person's ability to know right from wrong, and the marital misconduct must be the result of the mental illness.* Tony has related that Robin has been unfocused and forgetful. He is just discovering that she is being treated with prescription medications. If these meds are part of psychopharmacological treatment, Robin may have a viable defense. However, Robin must prove that her marital misconduct was the result of her mental infirmity, and that as a result of this mental illness, she was unable to discern right from wrong. Therefore, I would advise Tony, if he can, to investigate the medications that may be around the house, so that we may determine the nature of Robin's treatment and presumed illness. If it turns out that Robin *is* mentally ill, other germane questions would be how long has she been so ill. While I would assume that the illness is concurrent with the current events, I would want to know if the illness dates back to Robin's first obsession with the church or parish priest. If so, she may more successfully assert the defense of insanity, should Tony elect to claim that she is guilty of adultery, constructive desertion, or even cruel and abusive treatment. Robin would need corroboration of her illness, from medical records, expert witnesses or in the form of the testimony of her physician. She also needs to prove a relation between her conduct and her illness through these means. In conclusion however, I would tell Tony that he would have to consider the unlikelihood that Robin would assert any defense to divorce at this time, since it was she who left the marriage and who indicated that she could no longer tolerate being married to Tony.

This leads to the issue of whether Robin will be the first to file for divorce or annulment.

and whether, if Tony wishes to stay married, Tony has any defenses to divorce. Beginning with the assumption that Robin wants a way out of the marriage, I would have to ask Tony to draw upon his familiarity with Robin to speculate as to what she would be likely to allege as a fault ground against Tony. Also, I would have to ask whether Tony thinks there is any reason to believe that Robin has been mentally ill from the time of the marriage.

If Robin has been mentally ill from the time of the marriage, we would need to consider the issue of whether Robin has grounds for annulment, claiming that she was not of sufficient mental capacity to understand the nature and extent of her marital relationship and responsibilities. The fact that Tony only notes Robin's odd conduct for the last two years, and that Robin has performed functionally in the marriage otherwise, leads me to believe that it is unlikely that Robin could be successful in any attempt to void or terminate (if Lantelme makes insanity a ground for divorce) the marriage on the grounds of insanity.

Next, I would turn to considering any of the other popular fault grounds such as adultery, cruelty, desertion, term of imprisonment, impotence, non-support, and gross and confirmed habits of intoxication. There is no suggestion that Robin has accused Tony of an extramarital dalliance, nor that he has abused alcohol or other substances. He apparently has been supporting Robin and his children financially through his employment. He has not left the marriage or the home. I would need to ask some personal questions relative to his sexual functioning in order to rule out the possibility that Robin would file for divorce on the ground of impotence. Beyond that, the most likely allegation that Robin might assert against Tony is that he is guilty of mental cruelty, to wit: he is an "insufferable bore". She may claim that Tony has caused her to be so unhappy in the marriage that she is sick of being married to him and has been for years. She may even attempt to use the fact that she is being treated medically for some ailment caused by the stress of an intolerable marriage. However, in order to be successful, she needs not only to show that she is suffering some harm to her health, she must allege some affirmative conduct on Tony's part that he knew or should have known would create a danger to Robin's health. Here, there is no such conduct on Tony's part. He has been going along working, caring for his family, and worried sick about Robin. Therefore, I would advise Tony, that even if Robin were to elect to file for divorce on the grounds of cruelty (mental), it is unlikely that she could prevail at a hearing. (That is, unless, Tony is not relating *all* of the facts.)

There is still the possibility that Robin would elect to use the failure of procurement of a marriage license in order to invalidate (or annul) her marriage to Tony. However, as heretofore discussed, that would not be likely to meet with success. Tony would have the defense of laches, as he would on just any ground that Robin could allege for annulment. Further, he could use the doctrine of estoppel in his defense, stating that for 25 years Robin has enjoyed the benefits of marriage to Tony, including his financial, emotional and conjugal support. She should not be heard now to attack the marriage that she remained in and even ratified, to her benefit, for 25 years. Besides, Robin would have little to gain by instituting proceedings to annul the marriage. Since annulment declares that the marriage was void, leaving the parties to carry on as if they were never married, doing this would injure Robin's ability to obtain certain financial benefits of the marriage. This might include rights to alimony, equitable division of marital assets and perhaps employment or government benefits. She may need these financial

resources, particularly if she is, in fact, ill. Therefore, I would advise Tony that it is unlikely that Robin will attempt to annul, or be successful in annulling the marriage.

This leaves Robin or Tony, again, with divorce as the only way out of the marriage. If Tony wishes to leave the marriage, I will advise him that proceeding on "no-fault" grounds may be the best option. If Robin files for divorce first, it is most likely, given the facts, that she will allege that the parties have irreconcilable differences, or that the marriage is irretrievably broken down, whichever the statutory language may be for a "no fault" divorce in Lantelme. In order to prevail on these grounds, the complainant must show that the parties are no longer enjoying that state of matrimony which they once shared, perhaps they can agree on nothing or they no longer enjoy each other's company in any way, or, they have other social, religious, emotional or conjugal differences which cannot be reconciled. There must be proof that the marriage is at an end and that there is no way to retrieve the marital relationship which once existed. Some jurisdictions require a period of separation, either under one roof, or under separate roofs, with no continuance of the marital relation during this period. Here, Tony could allege that Robin's absence from the home to concentrate on spiritual matters, instead of family ones have led to the breakdown of the marriage. In addition, he could allege that he suspected, as a result of her unexplained absences and the motel incident, that she was engaged in another relationship, a fact which has irreparably injured the parties ability to remain committed to the marriage. Further, he could allege that Robin's conduct in throwing a plant at him, and stating that she could not stand being married to him anymore, is further proof of the severity of the differences that have arisen between them. Tony could also assert that Robin's tearing of the prenuptial agreement and leaving the marital home is proof that the marriage has reached an end. The only factor which would remain is whether Robin's actual separation from Tony will meet Lantelme's durational requirements, if there are any. If there are, I would advise Tony that his case for breakdown may have to wait to ripen before entering a complaint, or requesting a hearing. Otherwise, I would tell Tony that if he has decided upon divorce as a remedy for what ails his domestic situation, he should strongly consider filing for divorce on "no-fault" grounds, such as irreconcilable differences or irretrievable breakdown of the marriage. Doing so will eliminate the need and burden of proving marital fault (such as adultery, cruelty or desertion), and it may even help to de-escalate marital tensions between him and Robin. This would allow them to better focus their resources on matters of custody and financial settlement. If he is able to obtain Robin's agreement with regard to those matters, the "no-fault" process will be even quicker and easier.

With regard to matters of custody and financial settlement, the prevalent issue will be the validity and enforceability of Tony and Robin's antenuptial agreement. *As a general rule, antenuptial agreements are considered valid and enforceable, if they meet the requirements of substantive fairness and procedural fairness.* The fact that Robin tore up the agreement does not destroy the validity of the agreement. Tony should be advised to find his signed copy of the agreement, piece together Robin's, or procure a copy from the attorney who drafted it (25 years ago!!!!), so that I might review it and advise him. The law in <sup>MANY</sup> most all jurisdictions is that the agreement must be substantively fair as well as procedurally fair. Substantive fairness relates to the fairness of the provisions of the agreement itself. Jurisdictions vary in applying a standard of substantive fairness. In some jurisdictions, antenuptial agreements must be fair and reasonable at

the time of the execution of the agreement, and also at the time of enforcement (in this case 25 years later.) Whether it is fair at the time of enforcement will depend on whether the provisions are unconscionable in that the agreement, if enforced, would leave one of the parties without means to effectively support his or herself, meaning that there would be countervailing equities involved in the enforcement of such an agreement. In other jurisdictions, the terms of the prenup do not need to be *fair and reasonable*, but they must not be *unconscionable*, as is the rule in basic contract law. Further, the agreement's provisions must not unnecessarily encourage divorce, or it may be declared void as against public policy. In general, however, jurisdictions do not view antenuptial contracts in the same light as they do regular business contracts. This is because of the interest that a state has in upholding marriage and in protecting the welfare of its citizens. The parties to an antenuptial agreement enjoy a different relationship than usually exists in a business contract context. They trust one another, and usually there is a disparity in the parties' bargaining power, leading to a greater chance of overreaching, and therefore, a greater likelihood of unfair result. Anyway, if the agreement *is* found to be unfair or unconscionable substantively, then a court having jurisdiction over divorce matters may vary or modify the terms as it deems appropriate, or it can ignore the terms altogether in issuing a divorce decree. Additionally, terms that relate to child custody or to the needs of a minor child will remain modifiable by the court, no matter whether the agreement is found to be otherwise enforceable, as the court has the power to decide on all issues which relate to the best interests of the child/ren. In Tony & Robin's case, the question will be whether the provisions of an antenuptial agreement executed 25 years ago can possibly be seen as "fair" 25 years later. Whoever benefits the most under the terms of the agreement will most likely argue that a deal is a deal, and that the terms were not unconscionable or were reasonable when the agreement was executed. Assuming that the financial provisions do not leave one party or another without adequate means to support his/herself, one would argue that there are no circumstances which amount to countervailing equities which should restrain the enforcement of the agreement upon divorce. I would tell Tony however, that if Robin is ill, her needs in recent times and in the foreseeable future, may affect a court's decision about whether the agreement may be fair and enforceable at this time. Depending on what the agreement says when I review it, I will advise Tony as to strategy on this point.

With respect to procedural fairness, I also need to review with Tony the facts surrounding the execution of the prenuptial agreement, to determine whether there were factors of misrepresentation, fraud or duress. Further, it must be clear that there was full and fair disclosure of each other's financial position prior to signing the agreement. There must also be an indication that both parties signed the agreement with full knowledge and understanding of its terms, voluntarily. It would, of course, be helpful to know whether each of the parties had counsel review the agreement and whether counsel presumably advised them on the meaning of the terms of the prenup, prior to their signing it. If they both did retain counsel, this would counter any argument by either party that they did not understand they agreement or knowingly waive any marital rights that they otherwise would have had, had they not signed the prenup. While knowing whether the parties had the assistance of counsel would be helpful to determine whether the agreement is procedurally fair, there would be no absolute requirement that the parties obtain counsel prior to signing the prenup. Parties generally have the freedom to accept or reject the advice of counsel in executing contracts, and antenuptial contracts are no exception

in this regard. So, even if Tony or Robin did not have the advice of counsel prior to signing the prenup, this will not be determinative on the question of whether there was procedural fairness in the execution of the agreement. Hence, unless Tony has information that would indicate that one of the parties did not give a full and fair disclosure of his/her financial position at the time of execution, or that there was some fraud, misrepresentation or duress involved, the prenup would most likely be found to be procedurally fair.

The only remaining concern on the issue of the procedural fairness of the antenuptial agreement would be based on what Tony may learn about Robin's mental capacity. If Robin were, as a result of mental illness, unable to understand or appreciate the terms of the agreement at the time of the signing, this may be a problem. Then a court might not wish to favor enforcement of the agreement. As previously stated however, Tony notes only Robin's odd behavior in the last two years, and prior to that there seems no indication that she was suffering from any illness, mental or other, that could affect her ability to understand or make informed decisions. So Robin would be unlikely to prevail with this strategy. Besides, if Robin alleges that there really were any such illness existing 25 years ago, there may be grounds upon which Tony could argue that the marriage was invalid *ab initio*, because Robin lacked the mental capacity to understand the marital relation and its responsibilities. Thus, if successful in using Robin's own claim, he might have a way to avoid divorce and a court ordered divorce settlement, altogether. In conclusion however, it would appear that unless there is evidence of substantive or procedural unfairness, Tony must be advised that the prenuptial agreement that he and Robin signed may be enforced at the time of divorce.

To sum up all of the issues for Tony, I would tell Tony that if he is interested in exiting his marriage to Robin, divorce and not annulment is the appropriate avenue, because in my opinion, he is validly married to Robin. He can consider filing for divorce on the fault grounds of adultery, desertion or cruelty. However, there are weaknesses in the case on all three grounds. Additionally, Tony needs to be concerned that Robin may be suffering from a mental illness which has caused her marital misconduct, and if she can prove that, he will remain married to Robin, even if he wishes to end the marriage by alleging that she is guilty of adultery, desertion or cruelty. If Tony wishes to go the path of least resistance in ending his marriage to Robin, he should consider a "no-fault" divorce, based on irretrievable breakdown of the marriage or, based on irreconcilable differences as his most viable option. He may have to wait to be separated either physically or constructively from Robin for a certain statutory period, as required by the "no-fault" statute in the state of Lantelme, before he can file a complaint or request a hearing for divorce. In all events, though, divorce will settle issues relative to the parties custody of the minor child, child support, visitation, alimony and property division. However, if Tony and Robin's prenuptial agreement meets the requirements of substantive and procedural fairness, he may be bound by the terms of the prenup on matters of alimony (or spousal support) and property division, unless the court finds it "unconscionable" or against the equities to enforce the terms of the agreement 25 years after the agreement's execution. Most importantly, I would tell Tony to take some time to mull over the discussion we have had, and to decide what exactly he wants to do about his relationship with Robin. Despite her conduct, Robin has been Tony's wife for 25 years and he may have deep feelings for her which may prevent him from deciding to divorce her

one day after she leaves him. He may wish to pursue reconciliation, and if he does, it would be my job to support that objective. In closing, I would give Tony my card, and tell him to come back to see me if and when he has decided upon taking legal action against Robin by filing a complaint for divorce. Alternatively, he may come again if he needs to engage my services to defend a complaint for divorce or separate support, filed by Robin. I would also be available to make a referral to a qualified marriage or family counselor should Tony find that helpful. I would wish Tony good luck and advise him to take good care of his son in the meantime.