

# Unit 9 fam law

Law



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UNIT9FAM LAW A surrogacy arrangement is in most cases adopted if a couple, for whichever reasons is unable to consummate and have a baby. This arrangement gives room for the couple to make a contract with a woman who carries their fertilized embryo. However over the years, the success of in-vitro fertilization has increased a lot of suspicion on the enforceability of the surrogacy contracts. The New Jersey Supreme Court rule as to the enforceability of the surrogacy contract was in favor of the adoptive mother. The biological mother was ordered to hand over the child since there was a breach of the contract made and the courts had to ensure that they settled on a proper remedy.

Most of cases related to surrogacy contracts handled in New Jersey do not end up as in the discussed case. This can be attributed to the fact that these surrogacy contracts are not valid in all states in the world. Some of the states like New Jersey and Michigan have completely refused to enforce surrogacy contracts describing them as void and against the commonly adopted public policy. Nevertheless, the Supreme Court in New Jersey did not follow the rules as outlined in the law books in the state because they felt that the biological mother did not have the right to bring up Baby M. They made sure that their ruling was fair enough to the biological mother by ensuring that she was mandated the opportunity to visit her daughter at most twice a week during the week days. In addition, she was able to visit the girl during all the holidays and national celebrations. The court ruling was fair because the surrogacy contract at this point was not void. Its ruling on the limited number of visits was also fair because the little girl attended school and the mother lived quite far from the home of the adoptive parents.

## References

Brinig, M. F. (2000). From contract to covenant. Havard: Harvard University Press.