

The issues of unmarried cohabitation

Law



The Issues of Unmarried Cohabitation

1. In *Graves vs. Estabrook*, the honorable court did just the right thing in recognizing the rights of unmarried cohabitants. The decision of the court was in tandem with the court ruling in *Marvin vs. Marvin*, where the California Supreme Court declared the contract between unmarried cohabitants as an express and implied-in-fact contract, which automatically enjoined the liability on Estabrook to extend relief to Graves for being instrumental in causing the loss of consortium to Graves. Besides, considering the states strong interest in marriage, Graves was engaged to Ennis and hence it is but reasonable to assume that she would have eventually solemnized a marital relationship with Ennis. Hence, going by the implicit ramifications of the California Community Property Law, Graves is entitled to all claims that arose in the light of her having a marital relationship with Ennis.

2. Even if Graves and Ennis had both been male unmarried cohabitants who had been living together for the past seven years, had comingled their properties and had life insurance policies naming each other as benefeceries, Graves still had a cause of action for NIED because there still existed an express and implied-in-fact contract between them if one goes by the intent and spirit of *Marvin vs. Marvin*, amply corroborated and sanctified by the action of Graves comingling his property with Ennis, and Ennis naming him as beneficiary in his life insurance policy. Hence, principally speaking Graves did suffer a loss of consortium, irrespective of him and Ennis being males. Moreover, varied legal provisions in California, like The California Family Rights Act, extend similar protections to the same sex domestic partners as they extend to heterosexual couples.

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Part II

1. Yes, California has indeed adopted a paradoxical position towards the rights of unmarried couples by extending those rights in contract, but not in tort. In *Marvin vs. Marvin*, the honorable court did agree that there existed an express and implied-in-fact contract between the same sex cohabiting couples. If the economic ramifications of the decision in *Marvin vs. Marvin* extended a financial validity to the relationship between the same sex cohabiting couples, it is but natural to arrive at the premise that in an emotive context, there does is some sort of relationship of emotional dependency between the unmarried cohabiting couples. However, in *Elden vs. Sheldon*, the California court instead of extending the *Marvin* decision in an emotional sphere and consequently in the sphere of tort, rather declared any claim for loss of consortium as inapplicable in the case of committed but not married partners, thereby causing much confusion and ambiguity.

2. In this case it needs to be noted that though California is not a Common Law state, it does validate the Common Law Marriages accomplished in some Common Law state. This provision automatically supports the premise that the California Law does agree that there does exist much emotional dependency, financial comingling and emotive bonds in the relationships not validated by a marriage license or a marriage certificate provided by the state. In that sense, the situation of unmarried cohabiting couples is a new area which the California Law needs to codify and formally recognize, which should lead to a pragmatic degree of contract and tort recognition to the unmarried cohabiting couples.