

thereof was a resident of this commonwealth, such court not having jurisdiction to grant such judgment, shall be punished by a fine of not more than two hundred dollars or by imprisonment for not more than six months.

SECTION 43

Advertisement to procure divorce

Whoever writes, prints or publishes, or solicits another to write, print or publish, any notice, circular or advertisement soliciting employment in the business of procuring divorces or offering inducements for the purpose of procuring such employment shall be punished by a fine of not more than two hundred dollars or by imprisonment for not more than six months.

SECTION 44

Certificate of divorce; unlawful issuance

Whoever, except in compliance with an order of a court of competent jurisdiction, gives, signs or issues any writing purporting to grant a divorce to persons who are husband and wife according to the laws of the commonwealth, or purporting to be a certificate that a divorce has been granted to such persons, shall be punished by a fine of not more than one thousand dollars, or by imprisonment for not more than three years, or both.

SECTION 45

Criminal offenses; notice to district attorney

If a divorce is granted for a cause constituting a crime, committed within the commonwealth and within the time provided by law for making complaints and finding indictments therefor, the court granting the divorce may, in its discretion, cause notice of such facts to be given by the clerk of the court or register of probate to the district attorney for the district where such crime was committed, with a list of the witnesses proving such crime and any other information which it considers proper and thereupon the district attorney may cause complaint therefor to be made before a magistrate having jurisdiction thereof, or may present the evidence thereof to the grand jury.

SECTION 46

Statistical reports; additional information

The registers of probate shall receive the statistical reports filed pursuant to section six B; and shall, upon a divorce becoming absolute, add to the information contained therein the date and number of the judgment, the cause for which the divorce was granted, and such additional information as the commissioner of public health deems useful for statistical and research purposes and shall further, on the tenth day of the month following every month in which divorces become absolute, transmit such reports to the commissioner of public health. Any such information forwarded to the commissioner of public health shall not constitute a public record nor be available except as may be necessary for the purposes stated in section two of chapter one hundred and eleven.

SECTION 47

Repealed

(Repealed by 1976 Mass. Acts c. 486, § 23.)

SECTION 48

Definitions applicable to secs. 49 to 55

(Added by 2011 Mass. Acts c. 124, § 3.)

As used in sections 49 to 55, inclusive, the following words shall, unless the context requires otherwise, have the following meanings:—

“Alimony”, the payment of support from a spouse, who has the ability to pay, to a spouse in need of support for a reasonable length of time, under a court order.

“Full retirement age”, the payor’s normal retirement age to be eligible to receive full retirement benefits under the United States Old Age, Survivors, and Disability Insurance program; but shall not mean “early retirement age,” as defined under 42 U.S.C. 416, if early retirement is available to the payor or maximum benefit age if additional benefits are available as a result of delayed retirement.

“General term alimony”, the periodic payment of support to a recipient spouse who is economically dependent.

“Length of the marriage”, the number of months from the date of legal marriage to the date of service of a complaint or petition for divorce or separate support duly filed in a court of the commonwealth or another court with jurisdiction to terminate the marriage; provided, however, that the court may increase the length of the marriage if there is evidence that the parties’ economic marital partnership began during their cohabitation period prior to the marriage.

“Rehabilitative alimony”, the periodic payment of support to a recipient spouse who is expected to become economically self-sufficient by a predicted time, such as, without limitation, reemployment; completion of job training; or receipt of a sum due from the payor spouse under a judgment.

“Reimbursement alimony”, the periodic or one-time payment of support to a recipient spouse after a marriage of not more than 5 years to compensate the recipient spouse for economic or noneconomic contribution to the financial resources of the payor spouse, such as enabling the payor spouse to complete an education or job training.

“Transitional alimony”, the periodic or one-time payment of support to a recipient spouse after a marriage of not more than 5 years to transition the recipient spouse to an adjusted lifestyle or location as a result of the divorce.

NOTE 1 The following notes derive from case law arising under G.L. c. 208, § 34.

Alimony: Scope. “The crucial issue in an alimony dispute is a spouse’s need for support and maintenance in relationship to the financial circumstances of the parties.” *Gordon v. Gordon*, 26 Mass. App. Ct. 973, 974 (1988). “While equitable division may involve considerations other than those determinative of alimony . . . an order for division of property cannot be viewed apart from alimony.” *Grubert v. Grubert*, 20 Mass. App. Ct. 811, 818 (1985) (citation omitted). It is improper to use alimony as a mechanism for a property division. *Heins v. Ledis*, 422 Mass. 477, 484 (1996) (trial court reversed for awarding alimony to wife for reimbursement of funds expended establishing husband’s business). “Where future events cannot be predicted with any measure of certainty, an alimony award should be based on present conditions.” *Goldman v. Goldman*, 28 Mass. App. Ct. 603, 613 (1990).

(a) **Need.** “The standard of need is measured by the ‘station’ of the parties—by what is required to maintain a standard of living comparable to the one enjoyed during the marriage.” *Grubert v. Grubert*, 20 Mass. App. Ct. 811, 819 (1985); cf. *Rosenberg v. Rosenberg*, 33 Mass. App. Ct. 903, 904 (1992) (rescript) (where marital estate was \$21.9 million, “need, even as related to station in life, recedes as consideration,” and alimony award may be used

to effect an equitable distribution of the marital assets); see also *Heins v. Ledis*, 422 Mass. 477, 484 (1996) (alimony award vacated where based on theory of reimbursement to wife and not on "a finding of financial need on the part of the recipient spouse"); *Rosenblatt v. Kaslow-Rosenblatt*, 39 Mass. App. Ct. 297, 301 (1995) (alimony award vacated where based upon "transition theory" and "compensation for home improvement efforts theory" in lieu of *Grubert* "standard of need . . . measured by the standard of living . . . enjoyed during the marriage"). "Where, as here, the judge's financial disposition leaves one party (the wife) presently in economically straitened circumstances while the other party (the husband) is virtually guaranteed continued enjoyment of the secure, comfortable marital lifestyle, the order for alimony cannot stand." *Sampson v. Sampson*, 62 Mass. App. Ct. 366, 370 (2004).

(b) **Attribution of Income.** Expenses and failure to produce documents are relevant. *Grubert v. Grubert*, 20 Mass. App. Ct. 811, 819 (1985); see *Kane v. Kane*, 13 Mass. App. Ct. 557 (1982). Work experience is also relevant. See *Schuler v. Schuler*, 382 Mass. 316 (1981) (modification case). "It is by far the better practice for a judge, in attributing income to a party for purposes of alimony (or child support), to specify the amount, or define a reasonably finite range, of the income to be so attributed." *C.D.L. v. M.M.L.*, 72 Mass. App. Ct. 146, 155 (2008).

(c) **Rehabilitative Alimony.** "[V]iewed with some circumspection in Massachusetts . . . this form of alimony is designed to protect, for a limited time, a spouse whose earning capacity has suffered (or become non-existent) while that spouse prepares to reenter the work force." *Bak v. Bak*, 24 Mass. App. Ct. 608, 621-22 (1987); see *Drapek v. Drapek*, 399 Mass. 240, 247-48 (1987); *Gordon v. Gordon*, 26 Mass. App. Ct. 973 (1988).

(d) **Cohabitation.** In a judgment after trial, a court may not order termination of alimony upon cohabitation. Likewise, such an agreement between the parties which merges is unenforceable. However, a survived agreement may so provide and is enforceable. See *Gottsegen v. Gottsegen*, 397 Mass. 617 (1986).

(e) **Long-term Marriage.** "Absent good reason, in a long term marriage [here, twenty years], there is no justification for the lifestyle of one spouse to go down while the other remains high." *Goldman v. Goldman*, 28 Mass. App. Ct. 603, 611 (1990) (footnote omitted). The trial court's "objective" is to "provid[e] support to the dependent spouse which enables her to maintain a standard of living roughly comparable to that attained in a long marriage." *Kehoe v. Kehoe*, 31 Mass. App. Ct. 958, 960 (1992) (rescript).

(f) **Inheritances.** See *Frederick v. Frederick*, 29 Mass. App. Ct. 329 (1990) (upholding trial judge's discretion to account for anticipated inheritance in fixing alimony).

(g) **Percentage Award.** In *Wooters v. Wooters*, 42 Mass. App. Ct. 929 (1997), the Appeals Court upheld the trial judge's alimony award of one-third of the husband's gross annual employment income.

(h) **Estate Claims.** Where the plaintiff's former husband died six months into a ten-year alimony modification agreement, the court "conclude[d] that the plaintiff's claim for alimony due during the year following the decedent's death [was] time-barred by G.L. c. 197, § 9(a), but that G.L. c. 197, § 13, [did] not preclude the plaintiff from asserting her claim for alimony payments due after the one-year limitation period of G.L. c. 197, § 9(a), [had] expired." *Flannery v. Flannery*, 429 Mass. 55, 55-56 (1999).

(i) **Retirement.** The trial judge's termination of alimony—which was not rehabilitative—when the payor reached the age of sixty-five was found improper in *Ross v. Ross*, 50 Mass. App. Ct. 77, 80 (2000).

(j) **Termination: Death and Remarriage.** "[A]n obligation to make periodic alimony payments ends automatically at the remarriage of the obligee or at the death of either party, without regard to the award's term as fixed in the decree or agreement, unless either (1) the original decree or agreement provides otherwise or the parties legally amend their agreement to provide otherwise, or (2) in the case of the obligor's death, the court makes written findings establishing that termination of the award would work a substantial injustice because of facts not present in most cases." *Cohan v. Feuer*, 442 Mass. 151, 158 (2004) (adopting § 5.07 of the

ALI Principles of the Law of Family Dissolution: Analysis and Recommendations (2002), "as modified for consistency with current Massachusetts law").

(k) **Duration.** "[A]n arbitrary limitation on the duration of an alimony obligation to a spouse whose needs are current and predictable is unwarranted when based on an assumption of future events, the occurrence of which is uncertain or unpredictable." *Katz v. Katz*, 55 Mass. App. Ct. 472, 482-83 (2002); see also *Sampson v. Sampson*, 62 Mass. App. Ct. 366 (2004) (three-year limitation set aside). In *D.L. v. G.L.*, 61 Mass. App. Ct. 488, 510 (2004), the court found that "the judge erred in limiting the duration of alimony [where it was] simply uncertain . . . whether the wife's future income from employment will render alimony unnecessary." See *Adlakha v. Adlakha*, 65 Mass. App. Ct. 860 (2006) (judgment limiting alimony to two years vacated and remanded).

(l) **Life Insurance.** See *Braun v. Braun*, 68 Mass. App. Ct. 846, 855 (2007) for an analysis of case law and the ALI Principles of the Law of Family Dissolution concerning the securing of an alimony obligation with life insurance.

(m) **Investment Income.** In *C.D.L. v. M.M.L.*, 72 Mass. App. Ct. 146 (2008) the Appeals Court upheld the trial court's decision to not include the wife's investment income in determining the husband's alimony payments. "[T]he equal division of assets . . . did not, in ultimate effect, put the wife in anywhere near an 'equal' financial position with the husband, given the extraordinarily great differential in their earning capacities." *C.D.L. v. M.M.L.*, 72 Mass. App. Ct. at 159.

(n) **Stock Options.** "[T]he husband's exercised stock options are part of his 'gross annual employment income.'" *Wooters v. Wooters*, 74 Mass. App. Ct. 839, 843 (2009).

(o) **Tax Consequences.** "[I]f presented with evidence of potential tax consequences, a judge should consider those consequences when creating or modifying alimony provisions in a divorce instrument . . ." *L.J.S. v. J.E.S.*, 464 Mass. 346, 346-47 (2013).

NOTE 2 Length of the Marriage. For purposes of calculating the length of the marriage for parties who had divorced and then remarried, the court ruled that both the period of time of their first marriage as well as the period of cohabitation predating their second marriage were to be included within the calculation of the "length of the marriage." However, the time period between the termination of their first marriage and the commencement of cohabitation prior to their second marriage, was not to be included within the calculation of the "length of the marriage." *Duff-Kareores v. Kareores*, 474 Mass. 528 (2016). "Other than including a period of cohabitation during which the parties maintained an economic marital partnership, the alimony reform act affords no discretion to a judge in calculating the length of a marriage based on the factors listed in G.L. c. 208, § 53(e), which apply only to the amount and duration of alimony payments." *Duff-Kareores v. Kareores*, 474 Mass. at 540.

NOTE 3 Economic Marital Partnership. "We therefore conclude that a judge must consider the factors set forth in G.L. c. 208, § 49(d)(1), which are determinative of whether the parties share a 'common household,' in order to ascertain whether the parties were participating in an economic marital partnership." *Duff-Kareores v. Kareores*, 474 Mass. 528, 535 (2016).

SECTION 49

General term alimony

(Added by 2011 Mass. Acts c. 124, § 3.)

(a) General term alimony shall terminate upon the remarriage of the recipient or the death of either spouse; provided, however, that the court may require the payor spouse to provide life insurance or another form of reasonable security for payment of sums due to the recipient in the event of the payor's death during the alimony term.

(b) Except upon a written finding by the court that deviation beyond the time limits of this section are required

in the interests of justice, if the length of the marriage is 20 years or less, general term alimony shall terminate no later than a date certain under the following durational limits:

(1) If the length of the marriage is 5 years or less, general term alimony shall continue for not longer than one-half the number of months of the marriage.

(2) If the length of the marriage is 10 years or less, but more than 5 years, general term alimony shall continue for not longer than 60 per cent of the number of months of the marriage.

(3) If the length of the marriage is 15 years or less, but more than 10 years, general term alimony shall continue for not longer than 70 per cent of the number of months of the marriage.

(4) If the length of the marriage is 20 years or less, but more than 15 years, general term alimony shall continue for not longer than 80 per cent of the number of months of the marriage.

(c) The court may order alimony for an indefinite length of time for marriages for which the length of the marriage was longer than 20 years.

(d) General term alimony shall be suspended, reduced or terminated upon the cohabitation of the recipient spouse when the payor shows that the recipient spouse has maintained a common household, as defined in this subsection, with another person for a continuous period of at least 3 months.

(1) Persons are deemed to maintain a common household when they share a primary residence together with or without others. In determining whether the recipient is maintaining a common household, the court may consider any of the following factors:

(i) oral or written statements or representations made to third parties regarding the relationship of the persons;

(ii) the economic interdependence of the couple or economic dependence of 1 person on the other;

(iii) the persons engaging in conduct and collaborative roles in furtherance of their life together;

(iv) the benefit in the life of either or both of the persons from their relationship;

(v) the community reputation of the persons as a couple; or

(vi) other relevant and material factors.

(2) An alimony obligation suspended, reduced or terminated under this subsection may be reinstated upon termination of the recipient's common household relationship; but, if reinstated, it shall not extend beyond the termination date of the original order.

(e) Unless the payor and recipient agree otherwise, general term alimony may be modified in duration or amount upon a material change of circumstances warranting modification. Modification may be permanent, indefinite or for a finite duration, as may be appropriate. Nothing in this section shall be construed to permit alimony reinstatement after the recipient's remarriage, except by the parties' express written agreement.

(f) Once issued, general term alimony orders shall terminate upon the payor attaining the full retirement age. The payor's ability to work beyond the full retirement age shall not be a reason to extend alimony, provided that:

(1) When the court enters an initial alimony judgment, the court may set a different alimony termination date for

good cause shown; provided, however, that in granting deviation, the court shall enter written findings of the reasons for deviation.

(2) The court may grant a recipient an extension of an existing alimony order for good cause shown; provided, however, that in granting an extension, the court shall enter written findings of:

(i) a material change of circumstance that occurred after entry of the alimony judgment; and

(ii) reasons for the extension that are supported by clear and convincing evidence.

NOTE 1 Per 2011 Mass. Acts c. 124, § 4: "Section 49 of chapter 208 of the General Laws shall apply prospectively, such that alimony judgments entered before March 1, 2012 shall terminate only under such judgments, under a subsequent modification or as otherwise provided for in this act."

NOTE 2 Temporary Alimony. "[T]he duration of temporary alimony is not included in calculating the maximum presumptive duration of general term alimony[.] . . . [however,] where temporary alimony is unusually long in duration or where the party receiving temporary alimony has caused unfair delay in the issuance of a final judgment in order to prolong the length of time in which alimony may be paid, a judge in her discretion may consider the duration of temporary alimony in determining the duration of general term alimony." *Holmes v. Holmes*, 467 Mass. 653, 654 (2014).

NOTE 3 Cohabitation. In *Chin v. Merriot*, 470 Mass. 527 (2015) the Supreme Judicial Court upheld the trial court's ruling that the cohabitation provision in the Alimony Reform Act of 2011 applies prospectively to judgments entered on or after March 1, 2012.

NOTE 4 Retirement. In *Chin v. Merriot*, 470 Mass. 527 (2015) the Supreme Judicial Court upheld the trial court's ruling that the retirement provision in the Alimony Reform Act of 2011 applies prospectively to judgments entered on or after March 1, 2012. See also *Rodman v. Rodman*, 470 Mass. 539, 546 (2015) ("General Laws c. 208, § 49(f), does not apply retroactively to alimony orders in divorce judgments that entered before March 1, 2012."). See also *Doktor v. Doktor*, 470 Mass. 547 (2015).

NOTE 5 "Interests of Justice" Standard. "The recipient spouse bears the burden of proving by a preponderance of the evidence that deviation beyond the presumptive termination date is 'required in the interests of justice.' G.L. c. 208, § 49 (b) . . . Further, a judge should evaluate the circumstances of the parties in the here and now; that is, as they exist at the time the deviation is sought, rather than the situation as it existed at the time of divorce . . . If relevant factors that existed at the time of the divorce persist when the complaint for modification is filed, a judge may properly consider them." *George v. George*, 476 Mass. 65, 70 (2016). The court rejected the trial judge's consideration of wife's having likely bargained for a different division of property had she been aware of the durational limits at the time the parties negotiated the separation agreement. See *George v. George*, 476 Mass. at 70-71.

SECTION 50

Rehabilitative alimony

(Added by 2011 Mass. Acts c. 124, § 3.)

(a) Rehabilitative alimony shall terminate upon the remarriage of the recipient, the occurrence of a specific event in the future or the death of either spouse; provided, however, that the court may require the payor to provide reasonable security for payment of sums due to the recipient in the event of the payor's death during the alimony term.

(b) The alimony term for rehabilitative alimony shall be not more than 5 years. Unless the recipient has remarried, the rehabilitative alimony may be extended on a

complaint for modification upon a showing of compelling circumstances in the event that:

- (1) unforeseen events prevent the recipient spouse from being self-supporting at the end of the term with due consideration to the length of the marriage;
- (2) the court finds that the recipient tried to become self-supporting; and
- (3) the payor is able to pay without undue burden.

(c) The court may modify the amount of periodic rehabilitative alimony based upon material change of circumstance within the rehabilitative period.

NOTE See *Zaleski v. Zaleski*, 469 Mass. 230 (2014), for comparative analysis of general term alimony and rehabilitative alimony. "[I]n some circumstances, the potential of future reemployment may provide a basis for deciding that rehabilitative, rather than general term alimony should be awarded." *Zaleski v. Zaleski*, 469 Mass. at 239.

SECTION 51

Reimbursement alimony

(Added by 2011 Mass. Acts c. 124, § 3.)

(a) Reimbursement alimony shall terminate upon the death of the recipient or a date certain.

(b) Once ordered, the parties shall not seek and the court shall not order a modification of reimbursement alimony.

(c) Income guidelines in subsection (b) of section 53 shall not apply to reimbursement alimony.

SECTION 52

Transitional alimony

(Added by 2011 Mass. Acts c. 124, § 3.)

(a) Transitional alimony shall terminate upon the death of the recipient or a date certain that is not longer than 3 years from the date of the parties' divorce; provided, however, that the court may require the payor to provide reasonable security for payment of sums due to the recipient in the event of the payor's death during the alimony term.

(b) No court shall modify or extend transitional alimony or replace transitional alimony with another form of alimony.

SECTION 53

Calculation of form, amount, and duration of alimony

(Added by 2011 Mass. Acts c. 124, § 3.)

(a) In determining the appropriate form of alimony and in setting the amount and duration of support, a court shall consider: the length of the marriage; age of the parties; health of the parties; income; employment and employability of both parties, including employability through reasonable diligence and additional training, if necessary; economic and non-economic contribution of both parties to the marriage; marital lifestyle; ability of each party to maintain the marital lifestyle; lost economic opportunity as a result of the marriage; and such other factors as the court considers relevant and material.

(b) Except for reimbursement alimony or circumstances warranting deviation for other forms of alimony, the amount of alimony should generally not exceed the recipient's need or 30 to 35 per cent of the difference between the parties' gross incomes established at the time of the order being issued. Subject to subsection (c), income shall be defined as set forth in the Massachusetts child support guidelines.

(c) When issuing an order for alimony, the court shall exclude from its income calculation:

(1) capital gains income and dividend and interest income which derive from assets equitably divided between the parties under section 34; and

(2) gross income which the court has already considered for setting a child support order.

(d) Nothing in this section shall limit the court's discretion to cast a presumptive child support order under the child support guidelines in terms of unallocated or undifferentiated alimony and child support.

(e) In setting an initial alimony order, or in modifying an existing order, the court may deviate from duration and amount limits for general term alimony and rehabilitative alimony upon written findings that deviation is necessary. Grounds for deviation may include:

(1) advanced age; chronic illness; or unusual health circumstances of either party;

(2) tax considerations applicable to the parties;

(3) whether the payor spouse is providing health insurance and the cost of health insurance for the recipient spouse;

(4) whether the payor spouse has been ordered to secure life insurance for the benefit of the recipient spouse and the cost of such insurance;

(5) sources and amounts of unearned income, including capital gains, interest and dividends, annuity and investment income from assets that were not allocated in the parties divorce;

(6) significant premarital cohabitation that included economic partnership or marital separation of significant duration, each of which the court may consider in determining the length of the marriage;

(7) a party's inability to provide for that party's own support by reason of physical or mental abuse by the payor;

(8) a party's inability to provide for that party's own support by reason of that party's deficiency of property, maintenance or employment opportunity; and

(9) upon written findings, any other factor that the court deems relevant and material.

(f) In determining the incomes of parties with respect to the issue of alimony, the court may attribute income to a party who is unemployed or underemployed.

(g) If a court orders alimony concurrent with or subsequent to a child support order, the combined duration of alimony and child support shall not exceed the longer of: (i) the alimony or child support duration available at the time of divorce; or (ii) rehabilitative alimony beginning upon the termination of child support.

NOTE 1 Amount. Except as to reimbursement alimony or a deviation, "an alimony award that is equivalent to thirty to thirty-five percent of the difference between the parties' gross incomes as determined when the order issues will be deemed reasonable and lawful." *Hassey v. Hassey*, 85 Mass. App. Ct. 518, 525 (2014).

NOTE 2 Self-Modifying. Self-modifying alimony order "not consistent with the requirements of . . . [Section] 53" where no "subsidiary findings of fact[] of an increase in the wife's need accompanied by the husband's ability to provide for the same" [and] only husband had duty to disclose future quarterly income; no such duty on the wife. *Hassey v. Hassey*, 85 Mass. App. Ct. 518, 528, 529 (2014).

SECTION 54

Remarriage; second job or overtime work

(Added by 2011 Mass. Acts c. 124, § 3.)

(a) In the event of the payor's remarriage, income and assets of the payor's spouse shall not be considered in a redetermination of alimony in a modification action.

(b) Income from a second job or overtime work shall be presumed immaterial to alimony modification if:

- (1) a party works more than a single full-time equivalent position; and
- (2) the second job or overtime began after entry of the initial order.

NOTE "[A] party who works at a full-time or full-time equivalent job may not be found to be 'unemployed' or 'underemployed' based on the level of compensation received from a second job obtained 'after entry of the initial order' unless the judge concludes, based on findings supported by the evidence, that a basis exists for rebutting the presumption of immateriality applicable to the income earned from the second job." *Vedensky v. Vedensky*, 86 Mass. App. Ct. 768, 779 (2014).

SECTION 55

Security for alimony in event of payor's death

(Added by 2011 Mass. Acts c. 124, § 3.)

(a) The court may require reasonable security for alimony in the event of the payor's death during the alimony period. Security may include, but shall not be limited to, maintenance of life insurance.

(b) Orders to maintain life insurance shall be based upon due consideration of the following factors: age and insurability of the payor; cost of insurance; amount of the judgment; policies carried during the marriage; duration of the alimony order; prevailing interest rates at the time of the order; and other obligations of the payor.

(c) A court may modify orders to maintain security upon a material change of circumstance.

(NOTES REGARDING Sections 48-55.)

NOTE 1 Application of 2011 Mass. Acts c. 124 to alimony judgments entered into before March 1, 2012. Per 2011 Mass. Acts c. 124, §§ 4-6:

"SECTION 4.

(a) Section 49 of chapter 208 of the General Laws shall apply prospectively, such that alimony judgments entered before March 1, 2012 shall terminate only under

such judgments, under a subsequent modification or as otherwise provided for in this act.

(b) Sections 48 to 55, inclusive, of said chapter 208 shall not be deemed a material change of circumstance that warrants modification of the amount of existing alimony judgments; provided, however, that existing alimony judgments that exceed the durational limits under section 49 of said chapter 208 shall be deemed a material change of circumstance that warrant modification.

Existing alimony awards shall be deemed general term alimony. Existing alimony awards which exceed the durational limits established in said section 49 of said chapter 208 shall be modified upon a complaint for modification without additional material change of circumstance, unless the court finds that deviation from the durational limits is warranted.

(c) Under no circumstances shall said sections 48 to 55, inclusive, of said chapter 208 provide a right to seek or receive modification of an existing alimony judgment in which the parties have agreed that their alimony judgment is not modifiable, or in which the parties have expressed their intention that their agreed alimony provisions survive the judgment and therefore are not modifiable.

SECTION 5.

Any complaint for modification filed by a payor under section 4 of this act solely because the existing alimony judgment exceeds the durational limits of section 49 of chapter 208 of the General Laws, may only be filed under the following time limits:

- (1) Payors who were married to the alimony recipient 5 years or less, may file a modification action on or after March 1, 2013.
- (2) Payors who were married to the alimony recipient 10 years or less, but more than 5 years, may file a modification action on or after March 1, 2014.
- (3) Payors who were married to the alimony recipient 15 years or less, but more than 10 years, may file a modification action on or after March 1, 2015.
- (4) Payors who were married to the alimony recipient 20 years or less, but more than 15 years, may file a modification action on or after September 1, 2015.

SECTION 6.

Notwithstanding clauses (1) to (4) of section 5 of this act, any payor who has reached full retirement age, as defined in section 48 of chapter 208 of the General Laws, or who will reach full retirement age on or before March 1, 2015 may file a complaint for modification on or after March 1, 2013."

Chapter 209. Husband and Wife

Section

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