



BEST WISHES FOR A HAPPY HOLIDAY AND A WONDERFUL NEW YEAR!

NEWS & EVENTS

Please join us in congratulating [David M. Gralnick](#) and [Jeffrey F. Gibraltar](#) as they become Members of our Firm effective January 1, 2014.

SEPARATE PROPERTY CASE OF INTEREST

ALECCA v. ALECCA (Appellate Division - Third Department) - Pursuant to the Supreme Court decision, defendant-husband was ordered to pay plaintiff-wife \$91,750, representing half the stipulated value of the marital residence. Defendant argues that the Supreme Court erred in failing to give him a credit for separate property contributions to the acquisition of the residence. Even though the residence was purchased prior to the marriage and husband paid the down payment and mortgage using his separate funds, the husband conveyed the property to the parties jointly in 1998. This creates a presumption that it became marital property and under such circumstances, it was within the discretion of the Supreme Court as to whether to grant the husband a credit for his separate funds used to acquire this marital asset. No abuse of discretion was found in this instance.

[LINK TO DECISION](#)

MATRIMONIAL CASE OF INTEREST

S.B. v. J.R. (Supreme Court - Monroe County) - In a separation stipulation, in regards to the financing of college expenses for the parties' children, the parties agreed for "each [to] pay and contribute to the best of their then ability." Such an obligation would be "net of any financial aid of any kind or nature that the children may receive" and would include "grants [or] whatever financial aid each child may receive." Pursuant to this agreement, the parties failed to reach an agreement in interpreting and allocating each parties' respective share of the college expenses. Because the husband's second wife works for a college, as part of her benefits, she elected to have the husband's son to obtain tuition-free college education. The

husband argues that the tuition free credit covers the entirety of his contribution and therefore, the remaining costs (i.e. room and board, books, and fees) remain the sole responsibility of the ex-wife.

Because the parties are bound by the stipulation, the Court focused its efforts on the interpretation of the agreement and concluded that the stipulation did not permit the husband to use the tuition benefit as a credit against his share of college expenses. Instead, the parties each remain liable, according to their current ability, for any college costs not covered by the tuition benefit.

[LINK TO DECISION](#)

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