

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PROVIDENCE, SC.

SUPERIOR COURT

(Filed: January 13, 2016)

ROBERT A. LOWMAN, in his capacity :
As Executor of the Estate of David A. :
Lowman (deceased) :

VS. :

C.A. No. PC 2012-6634

SARAH T. MARTINO :

DECISION

“Love looks not with the eyes but with the mind, and therefore is winged Cupid painted blind.”¹

PROCACCINI, J. The Court is reminded of the sage observation of William Shakespeare, as it commences its examination of the relationship between the Plaintiff David A. Lowman (Plaintiff or Mr. Lowman) and the Defendant Sarah T. Martino (Ms. Martino or Defendant). This matter came before the Court, without a jury, on Plaintiff’s Complaint for Equitable Relief. Mr. Lowman, later replaced with Robert Lowman, executor of Mr. Lowman’s estate, requested that the Court impose a constructive trust on certain property Mr. Lowman gave to Ms. Martino, throughout their fourteen-year relationship, including funds totaling \$290,000 in a bank account, an engagement ring, and two motor vehicles.

Jurisdiction is pursuant to G.L. 1956 § 8-2-13.

¹ William Shakespeare, *A Midsummer Night’s Dream*, Act I, Scene I.

I

Facts and Travel

The Court makes the following findings of fact. Mr. Lowman and Ms. Martino met and began dating in 1998. The parties became engaged on Valentine's Day of 2007, but never married. They intermittently cohabitated during their fourteen-year relationship. Even while the parties were living together, Mr. Lowman maintained an apartment that contained an office in East Greenwich, Rhode Island. Lowman Dep. Tr. 21:13-22:3, Feb. 4, 2013.

Mr. Lowman suffered from many ailments over the course of their relationship. In 2002, Mr. Lowman was diagnosed with congestive heart failure with his heart functioning at only 10 to 12 percent capacity. Lowman Dep. Tr. 7:6; Stipulation ¶ 4, Dec. 7, 2015. At that time, Mr. Lowman was hospitalized at Tuft's Medical Center in Boston and put on its heart transplant list. Ms. Martino accompanied Mr. Lowman during his stay in Boston, at which time she talked to his doctors and became fully aware of the seriousness of Mr. Lowman's health problems. Notwithstanding Mr. Lowman's grave heart condition, he continued to work outside of the home and led a seemingly normal life until 2012. In late 2012, Mr. Lowman's health took a turn for the worse after undergoing gallbladder surgery in Rhode Island. After the surgery, Mr. Lowman was hospitalized several times, and eventually died in hospice on February 27, 2013.

In some respects Mr. Lowman and Ms. Martino had a loving and caring relationship. See Ex. D, Cards. Their relationship was at its peak when Mr. Lowman proposed to Ms. Martino with a \$15,000 engagement ring on Valentine's Day in 2007. During their relationship, they held joint bank accounts, in addition to their own separate ones. Lowman Dep. Tr. 29:12-30:17; 32:5-33:7. Ms. Martino also maintained Mr. Lowman on her health insurance plan. Id. at 28:20-29:11. Around 2008, Mr. Lowman and Ms. Martino started searching for a house to live in

together. At this same time, Mr. Lowman began transferring funds to Ms. Martino, until about 2010. These funds were transferred by fifteen checks payable to Ms. Martino between December 5, 2008 and July 2, 2010. In total, Mr. Lowman transferred at least \$259,640, through checks payable to Ms. Martino, to hold in her own independent bank account. (Stipulation ¶ 1, Dec. 7, 2015.) Of those checks, about \$105,000 contained the notation “house” or “for house” in the memo line. See Pl.’s Ex. 1. The eight checks that contained a house-related notation were written between January 1, 2009 and July 2, 2010. One check, dated April 26, 2009, contained the notation “J. Car.” The six remaining checks contained blank memo lines. Furthermore, in 2012, Mr. Lowman bought two new 2012 motor vehicles, a Honda and Toyota, for both his and Ms. Martino’s use. Mr. Lowman purchased these vehicles with his money; however, Ms. Martino registered and insured them in her name.

On December 27, 2012, Mr. Lowman filed a Complaint against Ms. Martino asking the Court to impose a constructive trust on the funds he transferred to Ms. Martino. Lowman Dep. Tr. 8:2-12. He alleged that he transferred about \$290,000² to Ms. Martino from 2008 to 2012. Id. at 8:18-24. He explained in his deposition that he earned this money through consulting and paid all taxes relating to this money. Id. at 8:25-9:8. Mr. Lowman described how he trusted Ms. Martino and expected that she would hold the money for him until he needed it. Id. at 11:9-11:22. He clarified that he did not consider the money a gift to Ms. Martino. Id. at 12:15-17. After he was hospitalized, Mr. Lowman averred that he tried contacting Ms. Martino ten to fifteen times, but she refused to return his money. Id. at 13:20-14:11. Furthermore, in his deposition he requested the engagement ring back because she indicated she would not marry

² Although the original Complaint alleged \$290,000, the parties stipulated on December 7, 2015 that the amount in controversy is now \$259,640. Furthermore, the Court entered an order allowing Ms. Martino to use funds from the account to pay taxes and other fees. The amount currently remaining in the account is \$207,000. (Stipulation ¶ 2, Dec. 7, 2015.)

him “about four times over a fourteen-year period.” Id. at 14:24-17:8. Lastly, he requested the motor vehicles he purchased but allowed to be registered in her name be returned to him. Id. at 17:9-18:8; 19:14-16.

II

Standard of Review

In non-jury trials, “the court shall find the facts specially and state separately its conclusions of law thereon, and judgment shall be entered.” R.I. Super. R. Civ. P. 52(a). During trial, “[t]he trial justice sits as a trier of fact as well as of law.” Hood v. Hawkins, 478 A.2d 181, 184 (R.I. 1984). The trial justice’s analysis does not need to be exhaustive or extensive, but must “reasonably indicate[] that [the trial justice] exercised [his or her] independent judgment in passing on the weight of the testimony and the credibility of the witnesses.” S. Cnty. Post & Beam, Inc. v. McMahon, 116 A.3d 204, 210 (R.I. 2015) (quoting JPL Livery Services, Inc. v. R.I. Dep’t of Admin., 88 A.3d 1134, 1141 (R.I. 2014)); Notarantonio v. Notarantonio, 941 A.2d 138, 144–45 (R.I. 2008); Wilby v. Savoie, 86 A.3d 362, 372 (R.I. 2014). The Court’s factual findings are given great deference because the trial judge “actually observed the human drama that is part and parcel of every trial and who has had an opportunity to appraise witness demeanor and to take into account other realities that cannot be grasped from a reading of a cold record.” In re Dissolution of Anderson, Zangari & Bossian, 888 A.2d 973, 975 (R.I. 2006).

III

A

Constructive Trust

Plaintiff, in his Complaint, requested that the Court impose a constructive trust on the \$290,000 and two motor vehicles purchased by Mr. Lowman during his fourteen-year relationship with Ms. Martino.

In addressing the motivation and circumstances surrounding the money transfers, Mr. Lowman described how he trusted Ms. Martino with his money and expected that she would hold it for him until he needed it, especially as he was becoming more ill and frail. Lowman Dep. Tr. 11:9-11:22. Mr. Lowman had no family in the area able to assist him in maintaining his finances as his health declined. In his deposition, Mr. Lowman clearly stated that he never considered the money a gift to Ms. Martino. Id. at 12:15-17.

Regarding the motor vehicle purchases, Mr. Lowman stated that he purchased these vehicles for him and Ms. Martino to use and put them in Ms. Martino's name to save money on insurance coverage, but that they were never intended to be a gift to her. Id. at 17:9-20:2. He also recalled telling Ms. Martino that the cars were his, but he would allow her to use one. Id.

Defendant, on the other hand, contends that the money Mr. Lowman transferred to her and held in her individual bank account was a gift. Ms. Martino testified at trial that she and Mr. Lowman had been in the market for a house to share together, but they never found one they wanted. Mr. Lowman had a distinctly different view of why their search for a home was unsuccessful. He testified, "She wanted a \$500,000 house. I couldn't afford it, just couldn't afford it." Lowman Dep. Tr. 34:7-9. Notwithstanding this ongoing search, Ms. Martino testified that all of the money given to her by Mr. Lowman, including checks with the notation "house" or

“for house,” was for her to keep and to use to take care of herself. She believed the money was unrestricted and that Mr. Lowman transferred the money with the intention that it be used for her care and support. Ms. Martino further maintains that the two vehicles purchased by Mr. Lowman were put in her name so that she would retain title after Mr. Lowman’s death. As such, Ms. Martino argues that the transfers to her are gifts, and consequently, Mr. Lowman is not entitled to have a constructive trust imposed on the money or motor vehicles.

A constructive trust prevents the “unjust enrichment of one party at the expense of another in situations in which legal title to property was obtained (1) by fraud, (2) in violation of a fiduciary or confidential relationship, or (3) by testamentary devise or intestate succession in exchange for a promise to hold in trust.” Simpson v. Dailey, 496 A.2d 126, 128-29 (R.I. 1985) (citing Desnoyers v. Metropolitan Life Ins. Co., 108 R.I. 100, 272 A.2d 683 (1971)); The Law of Trusts and Trustees § 471 (A constructive trust is a “device used by equity to compel one who unfairly holds a property interest to convey that interest to another to whom it justly belongs. That individual, the defendant, may have obtained the property interest by unjust, unconscionable, or unlawful means. Equity will then vest title in the wronged party.”). When the Court imposes a constructive trust, the trust’s only purpose is “to transfer the title and possession of the property to the beneficiary.” Id. (citing Matarese v. Calise, 111 R.I. 551, 305 A.2d 112 (1973)). The burden is on the party seeking the constructive trust to “prove by clear and convincing evidence [] the existence of a fiduciary or confidential relationship between the parties *and* either a breach of a fiduciary duty or fraud resulting from the parties confidential association.” Dellagrotta v. Dellagrotta, 873 A.2d 101, 111 (R.I. 2005) (citing Renaud v. Ewart, 712 A.2d 884, 885 (R.I. 1998)).

Confidential or Fiduciary Relationship

Although the Rhode Island Supreme Court has not outlined a specific test in order to determine whether a confidential or fiduciary relationship exists, “[t]he court may consider a variety of factors, including the reliance of one party upon the other, the relationship of the parties prior to the incidents complained of, the relative business capacities or lack thereof between the parties, and the readiness of one party to follow the other’s guidance in complicated transactions.” Simpson, 496 A.2d at 129 (citing Bogert, Trusts and Trustees § 482 at 280-336 (2d rev. ed. 1978)). In Dellagrotta, the Court found it significant in its determination that no fiduciary relationship existed that the evidence failed to establish a “pattern of defendant’s reposing trust and confidence.” Dellagrotta, 873 A.2d at 112.

Considering the above factors, this Court finds that Mr. Lowman and Ms. Martino engaged in a long-term confidential relationship. At the time the money and motor vehicles were transferred to Ms. Martino, the parties were engaged and, at times, living together. At trial, Ms. Martino was asked whether she shared a loving and confidential relationship with Mr. Lowman and whether he trusted her, and she answered yes. See Simpson, 496 A.2d at 129 (finding a fiduciary relationship between brother and sister because they were close, she relied on him, and followed his guidance); Cahill v. Antonelli, 120 R.I. 879, 883, 390 A.2d 936, 939 (1978) (finding a fiduciary relationship between a brother and sister because they had a “relationship of trust and confidence”); Clark v. Bowler, 623 A.2d 27, 30 (R.I. 1993) (Husband and wife were found to have a confidential relationship because they had a “close, loving relationship with each other” and the parties had “a great deal of trust and confidence” in one another). Mr. Lowman, in his deposition testimony, also affirmed their confidential relationship when he answered that

he relied on her when they lived together. Lowman Dep. Tr. 11:9-11. He further explained that he gave Ms. Martino his money to hold and “trusted that she would hold it and give it to me when I needed it.” Id. at 11:12-15; 12:5-7. Moreover, Mr. Lowman did not have any family members in the area to assist him as his health started to deteriorate. He clearly relied on Ms. Martino to help manage his money and trusted her with his money as evidenced by at least two joint bank accounts. Furthermore, the record conclusively establishes that the parties lived together for a significant amount of time in a committed relationship, became engaged, and decided to purchase a house together. Therefore, the Court finds that Plaintiff proved by clear and convincing evidence that there was a confidential and fiduciary relationship between Mr. Lowman and Ms. Martino because their relationship demonstrated love, trust and confidence in various forms and transactions over a period of approximately fourteen years.

2

Breach of a Fiduciary Duty or Fraud

Plaintiff argues that Ms. Martino breached this fiduciary duty by: 1) promising to hold on to the money and assisting with Mr. Lowman’s financial affairs when he became too ill, but then later refusing to transfer the money back when he requested it; and 2) refusing to return the money Mr. Lowman designated to purchase a house where no purchase ever took place. Mr. Lowman testified that he felt “totally betrayed” by her refusal to return the money because he trusted that Ms. Martino would take care of him. Lowman Dep. Tr. 14:12-20.

Defendant contends that out of Mr. Lowman’s love and affection for her, he started to give her money to both assist her in purchasing the house she always wanted, but also to make sure she was taken care of after he succumbed to his heart condition. Further, she claimed they disagreed on what house to buy and never found one to purchase, which was why the money

remained in the account at the time of Mr. Lowman's death. Ms. Martino also testified that she maintained Mr. Lowman on her health insurance plan; therefore, he never needed or requested additional funds once he became gravely ill.

In order for the Court to impose a constructive trust, the Plaintiff must also prove by clear and convincing evidence either a breach of a fiduciary duty or fraud resulting from the parties' confidential association. Moreover, no fraud needs to be shown if there is a breach of fiduciary duty "because the breach of the fiduciary duty itself amounts to constructive fraud." Cahill, 120 R.I. at 883, 390 A.2d at 938 (Court found the defendant breached his fiduciary obligation by not reconvening property back to his sister); Simpson, 496 A.2d at 129 (upheld the finding of a breach of fiduciary duty between siblings). As such, "if a fiduciary or confidential relationship exists, fraud may be presumed." Bogert Trusts and Trustees, The Law of Trusts and Trustees § 471.

This Court finds that Plaintiff clearly and convincingly proved that the \$105,000 in checks that contained the designation "House" or "For House" was obtained in breach of Ms. Martino's fiduciary relationship with Mr. Lowman. There are fifteen checks in Plaintiff's Exhibit 1, and eight checks contain notations designating these funds for the purchase of a house. The fact that a house was never purchased with those funds is uncontradicted in the record. It is the Court's conclusion that this money was not provided to Ms. Martino without strings attached. Rather, the money was provided for the sole purpose of purchasing a house for Mr. Lowman and Ms. Martino to live in. Mr. Lowman's deposition testimony was credible and convincing on this point. Ms. Martino's testimony regarding the money and what she believed Mr. Lowman's intentions were for it was self-serving and fell woefully short in convincing the Court that checks specifically designated for the purchase of the house should be viewed as unrestricted funds for

her use. Furthermore, the parties stipulated that neither Mr. Lowman nor Ms. Martino filed gift tax returns related to these transfers of funds. (Stipulation ¶ 10, Dec. 7, 2015.) Thus, the Court will impose a constructive trust on the \$105,000, which was transferred by checks that indicate this money was to be used for the purchase of a house. This Court finds Ms. Martino breached her fiduciary duty to Mr. Lowman by refusing to return these funds to Mr. Lowman after engaging in a deceptive and disingenuous search for a house that was unattainable.

Of the \$102,000 left, one check for \$5000 contained the notation “J. Car.” There was testimony from Mr. Lowman’s brother that Mr. Lowman intended this to be a loan to Ms. Martino’s son. Ms. Martino testified that she understood the money to be a gift to her son Jason to assist him in purchasing a car. Based upon the scant evidence presented to the Court on this issue, the Plaintiff failed to prove clearly and convincingly that this transaction resulted in a breach of fiduciary duty. Therefore, the Court will not impose a constructive trust on the \$5000 transferred to Ms. Martino by check on April 26, 2009 with the notation “J. Car.” Mr. Lowman had completely divested himself of the funds and the Court finds the check was delivered to Ms. Martino as a gift³ to her son.

The remaining funds in the account were written on checks with no notations in the memo line from which the Court could attempt to discern Mr. Lowman’s intentions as to those funds. Plaintiff did not clearly and convincingly prove that these remaining funds were derived from a breach of fiduciary duty. Evidence showed that Ms. Martino and Mr. Lowman had a long-term relationship, even though they never married. It was clear that over their fourteen-year relationship, the parties cared for each other and Mr. Lowman in particular, provided

³ The elements of a valid gift are a “present true donative intent on the part of the donor,” and “some manifestation such as an actual or symbolic delivery of the subject of the gift so as to completely divest the donor of dominion and control of it.” Ruffel v. Ruffel, 900 A.2d 1178, 1189 (R.I. 2006) (quoting Black v. Wiesner, 112 R.I. 261, 267, 308 A.2d 511, 515 (1973)).

substantial emotional and financial support to Ms. Martino. The parties lived together for many years in Ms. Martino's residence, and Mr. Lowman listed Ms. Martino's apartment as his address on his license. (Stipulation ¶ 11, Dec. 7, 2015.) The parties also maintained joint bank accounts together. However, Mr. Lowman did not put the money in dispute in the joint accounts that he would have access to as well, but instead transferred the funds to Ms. Martino who placed the funds in her personal accounts. By allowing Ms. Martino to retain the money in her own personal accounts, he divested himself of control and delivered the funds to her. As such, the Court finds that because of Mr. Lowman's love and affection towards Ms. Martino, the funds transferred by Mr. Lowman to her were a gift. Ms. Martino described Mr. Lowman as a kind and caring man. This Court concurs with her description of Mr. Lowman. The Court concludes that the remaining funds with no notations were gifts to Ms. Martino intended to assist and care for her, both during her life and after Mr. Lowman's death. Thus, Ms. Martino can retain this \$97,000 for her own personal use because Mr. Lowman intended it to be a gift to Ms. Martino.

Turning to the two motor vehicles purchased by Mr. Lowman, the evidence does not establish clearly and convincingly that the motor vehicles were obtained by a breach of fiduciary duty. Mr. Lowman purchased the motor vehicles with his own funds, but then intentionally registered and insured both motor vehicles in Ms. Martino's name. Mr. Lowman's explanation that putting the cars' titles in Ms. Martino's name was merely a strategy to obtain cheaper insurance fails to convince the Court that he intended to retain ownership of these vehicles. The Court finds that it was Mr. Lowman's intention that Ms. Martino retain the cars as her own personal property, and he had no expectation that they be returned to him. Thus, a constructive trust will not be imposed on the motor vehicles and Ms. Martino may retain possession and ownership of these vehicles.

B

Testamentary Disposition

Plaintiff filed a Rule 52(c) motion at the close of trial because in Ms. Martino's testimony, she indicated that the money and gifts may have been in contemplation of Mr. Lowman's death. Gifts given with the intent that it "take effect only after the death of the donor, then under the well-settled law it is a testamentary disposition and not a gift *inter vivos*." Wyatt v. Moran, 81 R.I. 399, 403, 103 A.2d 801, 803 (1954). If the money can be categorized as testamentary in character, and operates like a will, then it must be executed in accordance with the formalities required of a will. Sliney v. Cormier, 49 R.I. 74, 139 A. 665, 667 (1928). As such, a testamentary disposition not meeting the requirement of a will must fail, or is an ineffective gift. Id.; Millman v. Streeter, 66 R.I. 341, 19 A.2d 254, 259 (1941) (citing G.L. 1938, c. 566, § 1 et seq.) ("finding that they were at best in the nature of an attempted testamentary disposition, and, therefore, must fail for lack of compliance with the statute of wills").

In the present case, there is no evidence that Mr. Lowman ever intended the transfer of the money or motor vehicles to affect the disposition of his property after his death. In his own deposition, Mr. Lowman explained that the motor vehicles were merely in Ms. Martino's name to save money on insurance. Lowman Dep. Tr. 18:10-15. The money at issue was put in her control for the purchase of a house and to help him with finances as his condition deteriorated. Id. at 11:12-15; 12:5-7. There is no indication from Mr. Lowman's deposition that he intended the transfer of money and motor vehicles to be a testamentary disposition. Ms. Martino's characterization of Mr. Lowman's intention was that he was giving her this money for her own personal use while he was living, but she also understood that he wanted to take care of her after his death as well, does not transform the transfer of this property into a testamentary disposition.

Additionally, it is noteworthy that she had control of the money and motor vehicles while Mr. Lowman was alive. See Sliney, 49 R.I. at 74, 139 A. at 667 (gift was testamentary because the deceased retained control of the debt during her lifetime and plaintiff was not to have any title thereto until the death). Thus, because Mr. Lowman relinquished control by allowing Ms. Martino to place the money in her personal account and register the motor vehicles in her name, and because there was no evidence that Mr. Lowman's intent was testamentary, rather than for convenience, the Court finds the transfers were not testamentary dispositions.

C

Engagement Ring

Rhode Island precedent is silent as to who owns an engagement ring when a marriage does not ensue. Under these circumstances, the majority trend in the United States is to classify the ring as a conditional gift, and return the ring to the donor if no marriage results. See Arielle L. Murphy, Whose Fault Is It Anyway?: Analyzing the Role "Fault" Plays in the Division of Premarital Property if Marriage Does Not Ensur, 64 Cath. U. L. Rev. 463, 477 (2015). The Supreme Court of Pennsylvania, in analyzing their case precedent, noted that their case law "clearly recognize[d] the giving of an engagement gift as having an implied condition that the marriage must occur in order to vest title in the donee; mere acceptance of the marriage proposal is not the implied condition for the gift." Lindh v. Surman, 560 Pa. 1, 5, 742 A.2d 643, 645 (1999). The court further commented that this no fault approach was the emerging modern trend, which correlated with states also adopting no-fault divorces. Lindh, 560 Pa. at 7, 742 A.2d at 646.

Following the majority trend, this Court agrees with the reasoning out of the Supreme Court of Pennsylvania that an engagement ring is a gift conditioned on marriage. In the present

case, Mr. Lowman proposed marriage on Valentine's Day, February 14, 2007 with the \$15,000 engagement ring now in dispute. Ms. Martino testified that she believed the engagement was still on until Mr. Lowman died. Ms. Martino denied that they ever broke up, that she did not want to marry him, or that he requested the ring back. However, the Court finds the circumstances tell a different story. Mr. Lowman filed the present suit on December 28, 2012, and the original Complaint included allegations that Ms. Martino threatened to take Mr. Lowman off of her health insurance plan once he entered hospice and refused him access to the \$290,000 she allegedly was holding for him. Then, on February 4, 2013, Mr. Lowman was deposed and asked about the engagement ring. Mr. Lowman explained that Ms. Martino declined to marry him because he could not afford the house she wanted. Mr. Lowman asked for the ring back. Lowman Dep. Tr. 17:2-3. Moreover, Ms. Martino testified that while Mr. Lowman was in hospice, she never gave him any money. Surprisingly, the evidence at trial also establishes that Ms. Martino visited Mr. Lowman only a few times while he was in hospice. After reviewing all the evidence presented on this issue, this Court does not find Ms. Martino's testimony that the ring on her finger in 2013 still symbolized the love and commitment associated with the engagement that occurred on February 14, 2007.

As the parties have stipulated, Mr. Lowman and Ms. Martino never married. (Stipulation ¶ 10, Dec. 7, 2015.) Furthermore, this Court finds Mr. Lowman's testimony supports the conclusion that Ms. Martino broke off their engagement prior to his death on February 27, 2013. Because the ring is considered a conditional gift, the donor is entitled to have the gift returned. The Court finds that title never vested with the donee because the condition precedent of marriage never occurred. See Lindh, 560 Pa. at 7, 742 A.2d at 646. The parties stipulated that the value of the engagement ring that Ms. Martino currently has in her possession is worth

\$15,000. *Id.* at ¶ 7. Since the parties stipulated to the value of the ring, the Court will present two alternatives to Ms. Martino. She may return the ring to Mr. Lowman’s estate or reimburse the estate for the full value of the ring, \$15,000.

IV

Conclusion

The Court will impose a constructive trust on the \$105,000 designated as “for house,” as the Plaintiff clearly and convincingly proved that Ms. Martino and Mr. Lowman were engaged in a fiduciary relationship. Ms. Martino breached her fiduciary duty by retaining the money Mr. Lowman entrusted to her for the purchase of a house, which never occurred. However, Mr. Lowman did not prove clearly and convincingly that the remaining \$102,000 or two 2012 motor vehicles were obtained by a breach of fiduciary duty; therefore, the Court will not impose a constructive trust on those funds or the motor vehicles. Finally, Ms. Martino must return the engagement ring, or its stipulated monetary value, to Mr. Lowman’s estate—title never vested in her as it was conditioned on a marriage that she refused to consummate.

The parties shall present a judgment in accordance with this Decision.



RHODE ISLAND SUPERIOR COURT

Decision Addendum Sheet

TITLE OF CASE: Robert A. Lowman, in his capacity as Executor of the Estate of David A. Lowman (deceased) v. Sarah T. Martino

CASE NO: PC 2012-6634

COURT: Providence County Superior Court

DATE DECISION FILED: January 13, 2016

JUSTICE/MAGISTRATE: Procaccini, J.

ATTORNEYS:

For Plaintiff: John B. Harwood, Esq.

For Defendant: Richard C. Tallo, Esq.