

Marshall Senterfitt Quoted in Massachusetts Lawyers Weekly Article “Email exchange doesn’t divest ex- girlfriend as life insurance beneficiary”

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Massachusetts Lawyers Weekly

Goulston & Storrs Director Marshall Senterfitt was quoted in a *Massachusetts Lawyers Weekly* article “[Email exchange doesn’t divest ex-girlfriend as life insurance beneficiary](#)” on May 29, 2021. Marshall told MLW that he predicts that parties in a wide range of situations would look to the ruling for guidance as to its discussion of contract formation by email.

The recent decision by Chief Judge F. Dennis Saylor IV in *McCormick v. Lischynsky* ruled that an email exchange between an unmarried couple purporting to establish the financial terms of their separation did not divest the ex-girlfriend of her right to proceeds from the boyfriend’s life insurance policy, for which she remained the named beneficiary,

Marshall was quoted in the article saying, “It is interesting to consider whether the court would have viewed things differently if the parties had been less thorough and/or if the agreement had played out in a more piecemeal manner over a longer course of email exchanges,” He added, “One lesson or takeaway is that not every email is going to form a contract.”

[Click here](#) to read the full piece.