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NOTICE: Decisions issued by the Appeals Court pursuant to its rule 1:28 are primarily addressed to the parties and, therefore, may not fully address the facts of the case or the panel's decisional rationale. Moreover, rule 1:28 decisions are not circulated to the entire court and, therefore, represent only the views of the panel that decided the case. A summary decision pursuant to rule 1:28, issued after February 25, 2008, may be cited for its persuasive value but, because of the limitations noted above, not as binding precedent.

COMMONWEALTH OF MASSACHUSETTS APPEALS COURT

DEBORAH A. **←HICKSON→** vs. KATHLEEN M. **←HICKSON.→**

08-P-1732

*MEMORANDUM AND ORDER PURSUANT TO RULE 1:28*

Kathleen M. Hickson (Kathleen) appeals from a judgment of divorce in an action brought by her former spouse Deborah A. Fielder-Hickson (Deborah). [FN1] We affirm for substantially the reasons set forth by the trial judge in her careful 'Findings of Fact.'

Although the parties did not marry until July 16, 2004, and last lived together on July 2, 2005, they started living together in 1997 or 1998. The judge was within her discretion in considering the period of premarital cohabitation, see *Moriarty v. Stone*, 41 Mass. App. Ct. 151, 158 (1996), and, contrary to Kathleen's contention, was not required to specify the exact number of years that constituted 'the length of the marriage.' The judge viewed the parties as effectively married no later than the date of the vows of commitment that took place a year after the parties began living together. Similarly, contrary to Kathleen's claim, the judge's explanation for giving Deborah about half of the equity in the marital home also suffices to explain why Deborah was entitled to a portion of Kathleen's retirement account. The judge was not required to describe the exact value she gave Kathleen's retirement account.

While Kathleen will have to increase her mortgage if she wishes to remain in the house because of the need to pay Deborah the \$50,000 ordered by the judge, on the facts found, we cannot say that the award was an abuse of discretion.

*Judgment affirmed.*

By the Court (Lenk, Dreben & Hanlon, JJ.),

Entered: September 24, 2009.

FN1. Kathleen brought a counterclaim for divorce. END OF DOCUMENT

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