NEW YORK STATE BAR ASSOCIATION



Report and Recommendations of the **New York State Bar Association Trusts & Estates Law Section - Concerning Amendments to EPTL § 3-3.5 and SCPA § 1404 to Extend Safe Harbor Protections to Inter Vivos Trusts**

October 2026

Approved by the House of Delegates on October 31, 2026.

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Report and Recommendations of Report and Recommendations of the New York State Bar Association Trusts & Estates Law Section Concerning Amendments to EPTL § 3-3.5 and SCPA § 1404 to Extend Safe Harbor Protections to *Inter Vivos* Trusts

TO: The House of Delegates, New York State Bar Association
FROM: Executive Committee, Trusts and Estates Law Section
DATED: August 11, 2026
RE: Report from the Trusts and Estates Law Section in Support of Amending EPTL 3-3.5 for Consideration at the June 2026 Meeting

Resolution for consideration by the House of Delegates:

WHEREAS, Estates, Powers and Trusts Law ("EPTL") § 3-3.5 provides "safe harbor" protections allowing beneficiaries to investigate and evaluate potential challenges to wills without triggering forfeiture under *in terrorem* clauses; and

WHEREAS, those protections do not clearly apply to *inter vivos* trusts, despite their widespread use as functional substitutes for testamentary instruments; and

WHEREAS, extending such protections to trusts would promote consistency in the law and ensure beneficiaries may seek information and fiduciary accountability without undue risk of forfeiture; now, therefore, be it

RESOLVED, that the New York State Bar Association supports legislation amending EPTL § 3-3.5 to extend its safe harbor provisions to *inter vivos* trusts and relocate such provisions to EPTL Article 2; and it is further

RESOLVED, that the New York State Bar Association supports legislation amending Surrogate's Court Procedure Act ("SCPA") § 1404 to permit examination of the draftsperson of an *inter vivos* trust, in connection with probate proceedings, without triggering forfeiture under an *in terrorem* clause.

Resolution Prepared By: Michael D. Zahler and Ross S. Katz

Approved By: Vote of the Executive Committee of the NYSBA Trusts and Estates Law Section on December 5, 2025.

Trusts and Estates Law Section Chair: Tara Anne Pleat

Acknowledgments: We thank Ilene S. Cooper, Robert M. Harper, Jennifer F. Hillman, Ian W. MacLean, and Lori A. Sullivan for their previous efforts to put forth this proposal. We also thank David A. Bamdad, Brian P. Corrigan, Timothy M. Ferges and Ross S. Katz for their work preparing the current amendment and memorandum in support of this proposed legislation.

Introduction

Under existing New York law, individuals who receive assets under a will may lose their inheritance if they challenge that will, due to so-called "no-contest" (*in terrorem*) clauses. At the same time, the law recognizes that beneficiaries need a fair opportunity to gather information and evaluate whether a challenge is justified. To address this, Estates, Powers and Trusts Law ("EPTL") § 3-3.5 establishes "safe harbor" protections that allow certain limited actions—such as obtaining relevant information—without triggering a forfeiture.

However, these protections apply only to wills and do not clearly extend to *inter vivos* trusts [1], even though trusts are now widely used as primary estate planning tools and often function as substitutes for wills. As a result, beneficiaries of trusts may face significant legal risk for engaging in the same reasonable conduct that is expressly protected in the context of a will.

This legislation addresses that gap by extending existing safe harbor protections to trusts. Doing so will promote consistency in the law, reduce uncertainty for families and courts, and ensure that beneficiaries can responsibly evaluate their rights and seek appropriate oversight without undue risk of forfeiting their inheritance.

Proposed Legislation

It is recommended that EPTL 3-3.5 be moved to Article 2 (as EPTL 2-1.16) and amended to read as follows:

> (a) A condition qualifying a disposition of property is operative despite the failure of the testator or grantor to provide for an alternative gift to take effect upon the breach or non- occurrence of such condition.
>
> (b) A condition, designed to prevent a disposition from taking effect in case the validity of a will or trust is contested by the beneficiary, is operative despite the presence or absence of probable cause for such contest, subject to the following:
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> (1) Such a condition is not breached by a contest to establish that the will or trust is a forgery or that it was revoked by a later will or other written instrument, provided that such contest is based on probable cause.
>
> (2) An infant or incompetent may affirmatively oppose the probate of a will or contest the validity of a trust without forfeiting

[1] An *inter vivos* trust is a trust that is created while a person is still alive.

any benefit thereunder.

(3) The following conduct, singly or in the aggregate, shall not result in the forfeiture of any benefit under the will or trust:

(A) The assertion of an objection to the jurisdiction of the court in which a will was offered for probate.

(B) The disclosure to any of the parties or to the court of any information relating to any document offered for probate as a last will, any document constituting a trust, or any document relevant to the validity thereof.

(C) A refusal or failure to join in a petition for the probate of a document as a last will, or to execute a consent to, or waiver of notice of a probate proceeding.

(D) The preliminary examination, under SCPA 1404, of a proponent's witnesses, the person who prepared the will, in the event the will devises or bequeaths any portion of the estate to a trust, the person who prepared that trust, the nominated executors and the proponents in a probate proceeding and, upon application to the court based upon special circumstances, any person whose examination the court determines may provide information with respect to the validity of the will that is of substantial importance or relevance to a decision to file objections to the will.

(E) The institution of, or joining or acquiescence in a proceeding for the construction of a will, a trust, or any provision thereof.

(F) The institution of, or joining or acquiescence in a proceeding to compel a fiduciary to account.

It is recommended that SCPA 1404(4) be amended to read as follows:

4. In all cases the proofs must be reduced to writing. Any party to the proceeding, before or after filing objections to the probate of the will, may examine any or all of the attesting witnesses, the person who prepared the will, and if the will contains a provision designed to prevent a disposition or distribution from taking effect in case the will, or any part thereof, is contested, the nominated executors in the will, ~~and~~ the proponents, in the event the will devises or bequeaths any portion of the estate to a trust, the person who prepared that trust and, upon application to the court based upon special circumstances, any person whose examination the court determines may provide information with respect to the validity of the will that is of

> substantial importance or relevance to a decision to file objections to the will. No person who has been examined as a witness under this section shall be examined in the same proceeding under any other provision of law except by direction of the court. The attesting witnesses, the person who prepared the will, the person who prepared the trust, the nominated executors in the will and the proponents may be examined as to all relevant matters which may be the basis of objections to the probate of the propounded instrument. There shall be made available to the party conducting such examination, all rights granted under article 31 of the civil practice law and rules with respect to document discovery.

Background

In terrorem clauses - or so-called no-contest provisions - seek to discourage beneficiaries from challenging a will by disinheriting or severely limiting the inheritance of a beneficiary should such beneficiary decide to mount a challenge to the validity of the testamentary instrument. New York law disfavors *in terrorem* clauses and strictly construes their application, but Courts will enforce the specific language so as not to contravene the intent of the testator. This differs from some states, such as Florida, where *in terrorem* clauses are void as against public policy in both wills and trusts.

In order to balance the competing interests of testators to avoid challenges to their testamentary wishes and of beneficiaries to make informed decisions as to the merits of any probate objections they might file, Estates, Powers and Trusts Law ("EPTL") 3-3.5 sets forth a non-exhaustive list of "safe harbor" provisions which shield beneficiaries from triggering *in terrorem* clauses contained in testamentary instruments. However, New York lacks statutory limitations on the enforcement of *in terrorem* clauses in a trust instrument (with the exception of possibly EPTL 11-1.7, which limits the use of exoneration clauses in both wills and trusts). The language of EPTL 3-3.5(b) and its subsections make it clear that the statute's sole focus is the forfeiture of a benefit provided under a will, not an *inter vivos* trust.

As the use of inter vivos trusts have become ubiquitous, especially in connection with pour-over wills, the time has come to amend EPTL 3-3.5 in the form annexed to this memorandum. Doing so will ensure that EPTL 3-3.5's safe harbor provisions apply with equal force to in terrorem clauses contained in testamentary instruments and inter vivos trust instruments utilized in connection with pour-over wills and provide further clarity that beneficiaries can compel fiduciaries to account without risking forfeiture (consistent with EPTL 11-1.7 and case law).

EPTL 3-3.5

There are certain statutory limitations to implementation of an *in terrorem* clause in a will. Specifically, EPTL 3-3.5 contains a non-exhaustive list of "safe harbor" provisions, which enumerates "a number of activities that will not result in the forfeiture of a bequest by a beneficiary under a will containing [an in terrorem] clause."[2] The list includes: (a) "[t]he assertion of an objection to the jurisdiction of the court in which the will was offered for probate"; (b) "[t]he disclosure to any of the parties or to the court of any information relating to any document offered for probate as a last will, or relevant to the probate proceeding"; (c) "[a] refusal or failure to join in a petition for the probate of a document as a last will, or to execute a consent to, or waiver of notice of a probate proceeding"; (d) "[t]he preliminary examination, under (Surrogate's Court Procedure Act ("SCPA") 1404], of a proponent's witnesses, the person who prepared the will, the nominated executors and the proponents in a probate proceeding and, upon application to the court based upon special circumstances, any person whose examination the court determines may provide information with respect to the validity

[2] *Matter of Robbins,* 144 Misc.2d 510,514, 544 N.Y.S.2d. 427 (Sur. Ct., New York County 1989); *Matter of Baugher,* 29 Misc.3d 700, 702, 906 N.Y.S.2d 856 (Sur. Ct., Nassau County 2010); *cf Hallman v. Bosswick,* 72 A.D.3d 616, 617, 899 N.Y.S.2d 233 (1st Dep't 2010) (categorizing the Court of Appeals' statement that EPTL 3-3.5's safe harbor provisions are "not exhaustive" as dictim).

of the will that is of substantial importance or relevance to a decision to file objections to the will"; and (e) "[t]he institution of, or the joining or acquiescence in a proceeding for the construction of a will or any provision thereof."[3]

The safe harbor provisions of EPTL 3-3.5 are commonly applied, for instance, to preclude forfeiture of a benefit when a beneficiary seeks limited discovery under SCPA 1404 to decide whether or not to challenge the probate of a will. Mindful of the safe harbor provisions set forth in EPTL 3-3.5, courts have trended toward "[allowing] broad latitude in discovery of matters that could provide the basis for" probate objections.[4] Among other reasons, the courts have done so in order to balance the competing interests of testators who wish to forestall challenges to their wills and of beneficiaries who seek to obtain as much disclosure as possible to make informed decisions on whether to risk triggering *in terrorem* clauses.[5]

Restatement 3d of Trusts Section 96 (2) states that "[a] no-contest clause shall not be enforced to the extent that doing so would interfere with the enforcement or proper administration of the trust." The Restatement notes that this does not mean that no-contest clauses in trust agreements are not enforceable to create a forfeiture when a beneficiary, absent probable cause, seeks to challenge the validity of a trust or trust provision on the objections normally reserved for challenging a will: incapacity, lack of due execution, forgery, fraud, or undue influence. But the enforcement of the no-contest clause could be subject to statutory or common law limitations.

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[3] E.P.T.L. 3-3.5(b)(3).
[4] *Matter of Singer,* 13 N.Y.3d 447, 452 (2009).
[5] *See id*.; *see also* Margaret V. Turano, Practice Commentaries: E.P.T.L. 3-3.5 (McKinney's 2012) ("This discovery allows the beneficiary to weigh the merits of his objections against the risk of losing his bequest, helps to avert some contests and facilitate settlements in others, and allows the court, having heard the testimony of the executor, proponent, drafter and attesting witnesses, to discharge its SCPA § l408 obligation more easily.")

Although EPTL 3-3.5's safe harbor provisions unquestionably apply to testamentary instruments, the statute is silent on the issue of whether its protections govern in cases involving *in terrorem* clauses in *inter vivos* trust instruments.[6] Given that statutory silence, the recent prevalence of *inter vivos* trusts for estate planning purposes, and the increased inclusion of *in terrorem* clauses in *inter vivos* trust instruments, EPTL 3-3.5 should be amended to reflect that its safe harbor provisions apply to *in terrorem* clauses in both testamentary instruments and *inter vivos* trust instruments that receive estate assets via a pour-over will. Furthermore, the section should be moved to Article 2 of the EPTL as Section 2-1.16 given that it will no longer relate solely to dispositions in wills – Article 2 is titled "Rules governing dispositions subject to this law" whereas Article 3 is titled "Substantive law of wills."

For continuity purposes, SCPA 1404 should be amended to ensure that an individual is afforded the opportunity to obtain information from the person who drafted the *inter vivos* trust in the event the will devises or bequeaths a portion of the estate to a trust. More specifically, it is critical that an individual be permitted to examine the draftsperson of an *inter vivos* trust without concern that doing so will result in a forfeiture of a trust benefit. This is especially so in light of the frequency of *inter vivos* trusts being used as testamentary substitutes in conjunction with pour-over wills. Although it may often be the case that the same attorney who drafted the will also drafted the *inter vivos* trust, given that revocable trusts can be amended and/or restated separate and apart from the will, that will not always be the case. Without such a provision, the potential objectant may be foreclosed from examining the attorney who drafted the revocable trust which contains the dispositive provisions.

***In Terrorem* Clauses in *Inter Vivos* Trusts**

[6] *Matter of Stralem*, 181 Misc.2d 715,721,695 N.Y.S.2d 274 (Sur. Ct., Nassau County 1999).

With the passage of time, *inter vivos* trusts have gained increased prevalence for estate planning purposes.[7] Indeed, lifetime trusts "are commonly employed as estate planning tools and are coordinated with [grantors'] will[s], functioning in much the same manner as" testamentary instruments.[8] Lifetime trusts may prove desirable for many reasons, including but not limited to the increased privacy afforded to grantors' plans and assets in trust instruments that need not be filed with a court.[9]

Moreover, in cases concerning revocable trusts, Surrogate's Courts have recognized that such trusts "function essentially as testamentary instruments."[10] Like testamentary instruments, revocable trusts "are ambulatory during the [grantor's] lifetime, speak at death to determination of the [grantor's] property, may be amended or revoked without court intervention and are unilateral in nature."[11] They are the functional equivalents of testamentary instruments.

Among the other similarities that *inter vivos* trusts share with testamentary instruments is the inclusion of *in terrorem* clauses in such instruments.[12] Grantors have started including in lifetime trust instruments *in terrorem* clauses, which provide the trust beneficiaries will forfeit their interests in the trusts, if they contest the validity of wills or trust instruments executed by the grantors.[13]

Considering the increased use of *inter vivos* trusts in estate planning and the more

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[7] *Matter of Davidson,* 177 *Misc*.2d 928,930, 677 N,Y.S.2d 729 (Sur. Ct., New York County 1998); *Matter a/Tisdale,* 171 Misc.2d 716,720,655 N,Y,S,2d 809 (Sur. Ct., New York County 1997).
[8] *Matter of Goetz,* 8 Misc.3d 200,205, 793 N.Y.S.2d 318 (Sur. Ct., Westchester County 2005) (citations omitted).
[9] *Davidson,* 177 Misc.2d at 930.
[10] *See id.*
[11] *See id.*
[12] *Tumminello v, Bolton, 59* A.D.3d 727,732,873 N.Y,S.2d 731 (2d Dep't 2009); *Matter of Shamash,* N.Y.L.J., June 16, 2009, at 38, col. 2 (Sur. Ct., New York County); *In re Nadler*, 2017 WL 2378202 at *4-5 (Sup. Ct., Nassau County 2017); *Matter of Adams*, 70 Misc.3d 281, 282 (Sur. Ct. Nassau County 2020), *affd* 204 A.D.3d (2d Dep't 2022); *Matter of Neva M. Strom Irrevocable Trust III*, 203 A.D.3d 1255, 1255 (3d Dep't 2022);
[13] *Shamash, supra* note 15.

prevalent inclusion of broad *in terrorem* clauses in lifetime trusts that purport to prohibit trust beneficiaries from contesting both inter vivos trust and testamentary instruments, it logically follows that the EPTL 3-3.5 safe harbor provisions governing *in terrorem* clauses in testamentary instruments should be applied to similar clauses in lifetime trusts.

Application of EPTL 3-3.5's Safe Harbor Provisions to Inter Vivos Trusts

Although EPTL 3-3.5 does not, on its face, apply to inter vivos trust instruments, support exists for extending the protections of its safe harbor provisions to lifetime trusts. The decisions of the Appellate Division, Third Department, in *Oakes v. Muka* and *In re Neva*; former New York County Surrogate Kristin Booth Glen in *Matter of Shamash*; and Nassau County Surrogate Margaret C. Reilly in *In re Adams* and *In re Nadler* are instructive.

In *Oakes,* in 1994, the decedent created a revocable, lifetime trust, naming himself as the trustee.[14] In 2000, the decedent amended the trust to designate the plaintiff, his daughter-in-law, as successor trustee and named the defendant, his son, among others, as residuary beneficiaries.[15] One year later, in 2001, the decedent-who was unable to care for himself- moved from his home in Texas to the defendant's home in New York (at the defendant's urging) in order to avoid being placed in a nursing home or other residential facility.[16] Shortly thereafter, however, the decedent amended the trust to name the defendant as the successor trustee and sole residuary beneficiary, and to make it irrevocable.[17] The decedent was then placed in an assisted living facility.[18]

After the decedent's death, the plaintiff, the one-time successor trustee of the trust,

[14] *Oakes v. Muka,* 31 A.D.3d 834, 834-36 (3d Dep't 2006).
[15] *See id.*
[16] *See id.*
[17] *See id.*
[18] *See id.*

commenced a state court action against the defendant,[19] Although that action concerned the trust's validity, it was dismissed for lack of standing due to the fact that the plaintiff was not the successor trustee under the last amendment to the trust.[20] Thereafter, the plaintiff commenced a federal court action against the defendant, which concerned the trust, but was dismissed for lack of subject-matter jurisdiction.[21]

When the plaintiff ultimately commenced a second state court action for a declaration that the prior trust instrument, which named the plaintiff as successor trustee, was in full force and that all subsequent amendments were invalid due to the defendant's fraud, duress, and undue influence, the defendant moved to dismiss, arguing that the plaintiff lacked standing to sue him, among other things.[22] The Supreme Court declined to dismiss and the Appellate Division affirmed, noting that "the timing and circumstances underlying the complete alteration of the trust and decedent's other assets, all to the exclusion of his children and grandchildren, warranted its intervention in furtherance of public policy".[23]

In doing so, the Appellate Division cited one of the safe harbor provisions set forth in EPTL 3-3.5.[24] The Appellate Division did so, even though *Oakes* concerned a lifetime trust instrument, not a testamentary instrument, which leads to the conclusion that EPTL 3-3.5 may provide safe harbor to beneficiaries under testamentary and *inter vivos* instruments alike. [25]

Further support for the proposition that the beneficiaries of an *inter vivos* trust may be entitled to the safe harbor protections of EPTL 3-3.5 may be found in *Shamash.*[26] In *Shamash,*

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[19] *See id.*
[20] *See id.*
[21] *See id.*
[22] *See id.*
[23] *See id.*
[24] *See id.*
[25] *See id.*
[26] *Matter of Shamash,* N.Y.L.J., June 16, 2009, at 38, col. 2 (Sur. Ct., New York County).

former Surrogate Glen dismissed an *inter vivos* trust beneficiary's petition to compel a trustee to account, reasoning that the beneficiary triggered the trust's *in terrorem* clause by seeking to invalidate both the decedent's will and the trust in prior Florida proceedings.[27] Despite finding that the beneficiary had triggered the *in terrorem* clause, however, Surrogate Glen stated that EPTL 3-3.5 "provides a safe harbor for certain activities that do not trigger a 'no contest' provision", leading, once again, to the conclusion that EPTL 3-3.5 should provide protection to *inter vivos* trust beneficiaries, as it does to beneficiaries under testamentary instruments.[28]

Support is also found in *Nadler*.[29] In that case, the petitioners brought a proceeding before the Nassau County Surrogate's Court to construe the terms of *inter vivos* trusts.[30] In particular, they sought a ruling that the need for the trust had ended and that all income and principal must be distributed to the income beneficiaries and the permissible beneficiaries of principal.[31] The court found the terms of the trust to be unambiguous and found the construction sought by the petitioners was contrary to those unambiguous terms.[32] Nonetheless, the court found that the safe harbor found under EPTL 3-3.5(b)(3)(E) allowing a petitioner to seek construction of a will should apply equally to those *inter vivos* trusts.[33] The court relied on the *Stralem* case in holding that while there is no statute specifically applying the safe harbors found in EPTL 3-3.5 to trusts, *in terrorem* clauses in trusts should be disfavored to the same degree as *in terrorem* clauses included in wills.[34]

In *Adams*, the Nassau County Surrogate's Court similarly applied the safe harbor contained under EPTL 3-3.5(b)(3)(D) to evaluate an *in terrorem* clause in a trust.[35] *Adams* was a probate

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[27] *See id.*
[28] *See id.*
[29] *In re Nadler*, 2017 WL 2378202 at *4-5 (Sup. Ct., Nassau County 2017).
[30] *Id* at *1.
[31] *Id*.
[32] *Id* at *4.
[33] *Id* at *4-5.
[34] *Id*.
[35] *Matter of Adams*, 70 Misc.3d 281, 282 (Sur. Ct. Nassau County 2020), *affd* 204 A.D.3d (2d Dep't 2022).

proceeding.[36] The beneficiary, however, brought a motion in that proceeding for a determination that the *in terrorem* clause in the trust would not be triggered by the beneficiary's pursuit of discovery pursuant to SCPA 1404 in connection with probate of the decedent's will.[37] The court granted the motion finding "(s)imply because the *in terrorem* clause is in the Trust and not in the will should not result in the beneficiary from being foreclosed from exercising any rights she has pursuant to EPTL 3-3.5."[38]

Similar to *Adams*, in *Neva*, the trustee sought a determination in Surrogate's Court that a beneficiary of an irrevocable trust containing an *in terrorem* clause violated the clause when she engaged in preliminary examinations under SCPA 1404 in separate probate proceedings relating to the grantor's will.[39] The Third Department noted that no statute governs *in terrorem* clauses in trusts. Nonetheless, the Court indicated that "statutes and case law pertaining to wills are instructive."[40] Thus the Court considered the safe harbor under EPTL 3-3.5(b)(3)(D).[41] Moreover, in that particular trust, the *in terrorem* clause made specific reference to that safe harbor as well as SCPA 1404.[42] Nonetheless, the Court found the beneficiary, who engaged in discovery beyond the scope of SCPA 1404 and who filed affidavits in the probate proceeding in which she questioned the validity of the trust, had indeed violated the trust's *in terrorem* clause.[43]

In the absence of statutory guidance, EPTL 3-3.5 should be amended to fill the void in the statute concerning the application of its safe harbor provisions to cases involving *inter vivos* trusts. Such an amendment will ensure that courts act uniformly in applying EPTL 3-3.5's safe harbor

[36] *Id*.
[37] *Id*.
[38] *Id* at 284.
[39] *Matter of Neva M. Strom Irrevocable Trust III*, 203 A.D.3d 1255, 1255 (3d Dep't 2022).
[40] *Id*.
[41] *Id*.
[42] *Id*.
[43] *Id*.

provisions to testamentary and lifetime trust instruments containing *in terrorem* clauses.

Compelling Fiduciaries to Account

Consistent with EPTL 11-1.7, which provides that attempts to exonerate a fiduciary from liability is against public policy, the safe harbor provisions should also be expanded to provide clarity that attempts by beneficiaries to compel fiduciaries to account do not trigger forfeiture. In addition to the EPTL, New York case law provides significant support for such an expansion. For example, in *Matter of Merenstein*, the New York County Surrogate's Court expressly held that petitions to accountings under SCPA 2205 and SCPA 2206 would not trigger forfeiture under an *in terrorem* clause.[44] Other Surrogate's Courts, including Erie County and Suffolk County, have similarly held that compelling a fiduciary to account would not trigger an *in terrorem* clause.[45] Most recently, in holding that a beneficiary did not violate an *in terrorem* clause, the Court of Appeals held that the beneficiary's request for an accounting was within her legal rights.[46]

Conclusion

As explained above, lifetime trusts have become more prevalent for estate planning purposes in recent years and increasingly contain *in terrorem* clauses intended to foreclose upon challenges to the instruments' validity. In order to fill the statutory void that currently exists, EPTL 3-3.5 should be amended to include safe harbor provisions that apply to both wills and *inter vivos* trusts. Moreover, amending SCPA 1404 will provide a formal mechanism by which an individual could obtain limited pre-objection discovery from the person who drafted an *inter vivos* trust associated with a pour-over will without being subject to forfeiture.

[44] *Matter of Merenstein*, 2018 WL 11593246, at *1 (Sur Ct, NY County Oct. 5, 2018).
[45] *See Matter of Egerer*, 30 Misc3d 1229(A), 2006 NY Slip Op 52713(U) (Sur Ct, Suffolk County 2006); *Matter of Lang*, 60 Misc2d 232 (Sur Ct, Erie County 1969).
[46] *Carlson v. Colangelo*, Ct of Appeals, April 17, 2025, Rivera, J., No. 38.