

One-sided Illusions

The Marvin Message

Boston.

IT IS NOT, to put it mildly, a high moment in the annals of legal history.

Michelle's lawyer has been busy releasing to the press Lee's love letters, carrying such literary gems as, "Oh Baby, I want so much for you, please."

Lee's lawyer in return is threatening to prove that Michelle's "services were defective." Such testimony, he

By Ellen Goodman

says, "could get down to each and every time she had a headache."

Well, the rancor between actor Lee Marvin and what *People* magazine would call his "ex-live-in-mate" is enough to send anyone for the aspirin bottle.

The lawyers, we are told, are putting "marriage on trial" to prove whether there is a difference between a marital and non-marital relationship. But if we are to judge from the level of acrimony, they have already proved that there is no difference between a divorce and a non-divorce. One can be every bit as seamy as the other.

The only thing that raises this case out of the mud and into the amusement park is this thing called an "implied contract." Two years ago, the California Supreme Court ruled that unmarried couples could expressly agree to share their property. Moreover, the court said, they could, by their behavior, even "imply" such an agreement.

I haven't seen a lot of these "contracts" in court, but I've sure seen a lot of them in real life. Most of the people I know inhabit one or another of the leaky boats known as Relationships. They are usually sure that their behavior, the decisions they've made together, make the nature of their attachment absolutely obvious. Many of them are equally sure that if they bring it all out into the air, the oxygen would dissolve the romance.

But it seems to me that an implicit agreement is most often a series of one-sided illusions. At the very least, half of these unions contain two sets of "agreements"—his and hers.

In the Marvin case, for example, Michelle seems to have believed that

living together was as good as being married. Lee, on the other hand, seems to have believed that living together was as good as being single.

I have two friends who moved in together many years ago. He looked upon this step as a trial marriage. She looked upon it as, well, moving in together. He was sure that in a matter of time, after they had built up trust and confidence, she would agree that marriage was the next logical step. She, on the other hand, was thrilled that here at last was a man who would never push her back to the altar.

What was "understood" between them was totally "misunderstood." In time, they discovered this gap and each was outraged, convinced that the other was guilty of breach of contract.

This happens just as easily in marriage. One wife may assume that marriage is a contract for *their* monogamy, while her husband assumes that it is a contract for *her* monogamy. Another wife may "agree" that the money is theirs, while her husband "agrees" that the money is his.

Michelle Marvin's experience may be typical of the epidemic of what Tom Wolfe described so delicately as "wife-shucking." And Lee Marvin's experience may be typical of the men who are shocked to find their wives fighting for every nickel.

I hate to sound cynical about all this. I think Michelle has a case. There isn't much difference in lifestyle along the continuum from living together to common-law marriage to marriage. Trying to unravel the deals made between two people, married or not, is extremely difficult.

Most relationships begin with the highest, noblest idea about freely given affection, mutual sacrifice, undying love. When they are going full-speed ahead, it is considered unromantic to read the emergency handbook. Only later do some people realize how far off course they were from the beginning.

It seems to me that any romance that can't handle a bottom-line chat about terms—what's going on here, what have we agreed upon—is in trouble anyway. There's nothing unfeeling about a renewable "contract" or a quadrennial state of the union talk. For all the wrangling in the Marvin case, the real message is: Be explicit.