

[J-169-2004]
IN THE SUPREME COURT OF PENNSYLVANIA
MIDDLE DISTRICT

CAPPY, C.J., CASTILLE, NIGRO, NEWMAN, SAYLOR, EAKIN, BAER, JJ.

WHEAMEI JENQ CHEN,	:	No. 89 MAP 2004
	:	
Appellee	:	Appeal from the Order of the Superior
	:	Court dated December 19, 2003 at No.
	:	2387 EDA 2002 affirming the Order of the
v.	:	Court of Common Pleas of Northampton
	:	County, Civil Division dated June 28, 2002
	:	at No. 1982-C-3708
RICHARD CHEN,	:	
	:	840 A.2d 355 (Pa. Super. Ct. 2003)
Appellant	:	
	:	
THERESA CHEN, Intervenor	:	ARGUED: October 20, 2004

CONCURRING OPINION

MR. JUSTICE SAYLOR

DECIDED: March 20, 2006

Because the contract at issue is a child support agreement, it seems evident to me that Daughter was the intended beneficiary, at least during her minority. See generally Holmes v. Wooley, 792 A.2d 1018, 1021 (Del. Super. 2001) (noting that, under Delaware law, a child support obligee has a duty to use child support monies on behalf of the children involved and that the children are thus “the intended beneficiaries of such funds” with “an equitable interest in them”); Murray v. Murray, 716 N.E.2d 288, 292 (Ohio Ct. App. 1999) (requiring an expansive definition of income for child support calculation purposes, so as to “ensure that the best interests of the children, the intended beneficiaries of child support awards, are protected” (internal quotation marks omitted)); Blaikie v. Mortner, 713 N.Y.S.2d 148 (N.Y. App. Div. 2000) (detailing that New

York's domestic relations code "establishes a baseline level of support for children, who are its intended beneficiaries"); Hurlbut v. Scarbrough, 957 P.2d 839, 842 (Wyo. 1998) ("Unpaid child support is not an asset of the parent but is the children's money which the parent administers in trust for the children's benefit."); accord In re Poffenbarger, 281 B.R. 379, 388-89 (S.D. Ala. 2002). Therefore, I am not as certain as the majority that it is appropriate to rely exclusively upon ordinary contract principles to resolve the specific question of whether Daughter had standing to sue Father to enforce the contract's terms. It seems to me that that essential question amounts to one of public policy resolvable even in the absence of the overlay provided by Section 302 of the Restatement of Contracts. Because I agree that, as a policy matter, minor children should not be accorded standing to initiate such legal actions absent express statutory authority, see Majority Opinion, slip op. at 12-16, I join the majority opinion subject only to the above thoughts.

Mr. Justice Eakin joins this concurring opinion.