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What Happens to the Engagement Ring in a Broken Engagement?

A broken engagement can be a very painful and confusing experience. Aside from the emotional distress, the parties must decide who keeps the engagement ring. Courts vary on this issue, but the answer seems to primarily depend on how that particular court classifies the gift, and, sometimes, on the reasons behind the broken engagement.

Engagement Ring as a Gift

The law requires three elements to constitute a gift.

- The giver's intent to give the item as a gift;
- The giver's actual giving of the gift to the receiver; and
- The receiver's acceptance of the gift.

In most cases involving revoked gifts, where all three requirements were shown, the court held that the given item was a gift, and the receiver got to keep the item.

Engagement Ring as a Conditional Gift

Conditional gifts are the exception to the rule that gifts cannot be revoked if given properly. Though the receiver may be able to prove that the engagement ring was a gift, the ring could still be returned to the giver if the court considers the engagement ring a conditional gift.

A conditional gift is one where the giver gives the gift to the receiver with the expectation that some future event or action will take place. If the agreed-upon event does not occur or the agreed-upon condition is not met, then the gift-giver has the right to get the gift back. The majority of courts classify engagement rings as a conditional gift, and award the engagement ring to the giver in broken engagement cases.

Sometimes in broken engagements, however, the receiver of the ring will try and argue that answering the proposal was the condition required and has been met. The receiver agrees that the engagement ring is a conditional gift, but that he or she has met the condition by entering into the engagement. This argument does not usually work. Courts typically reject the idea that the gift's condition is the engagement, and hold instead that the condition to be met is the marriage. Thus, in a broken engagement, the condition is not met, and the engagement ring is returned to the giver. This approach is a no-fault approach, meaning that it does not matter who is responsible for the broken engagement.

Most western states follow the no-fault, conditional gift approach and award the engagement ring to the giver in a broken engagement. There are still a few states, like Montana, that classify the engagement ring as an unconditional gift and award the ring to the receiver in broken engagements.

Engagement Ring as Compensation

Though courts do not consider the actual acceptance of the proposal as satisfying the condition of a conditional gift, there have been cases that show that a ring can qualify as compensation. As long as both parties understood that the ring was being given as compensation. For example, in one case, a woman had given her fianc money and even labor to improve his business. In exchange for her money and laborious services, he gave her a valuable diamond ring and proposed marriage. The relationship ended in a broken engagement, and the court awarded the diamond ring to the woman, because the diamond ring was given to her as compensation.

Fault-Based Approach Like Contract Law

Some courts use the fault-based approach and treat the whole engagement transaction like a contract. The engagement ring is a symbol of the planned marriage. Just like in a broken contract, a broken engagement means that the parties were unable to fulfill the elements of the agreement and each should be restored to their previous position. This means that the giver would be awarded the engagement ring in a broken engagement.

Fault-Based Approach When the Reasons for the Broken Engagement are Considered

Some courts hold that it isn't fair for the person who caused the broken engagement to keep the engagement ring. This approach is called "fault-based" and where the receiver is the cause of the broken engagement, the engagement ring will be awarded to the giver.

In *Pavlicic v. Vogtsberger*, a couple was engaged. The man bought her house, two cars, and a diamond ring in anticipation of marriage. He also lent her \$5,000 to buy her own business. The woman disappeared, only to resurface later having used the funds to buy a business in another city and marry another man. The court ordered all of the gifts, including the engagement ring that the man had given to her, to be given back to him. *Pavlicic v. Vogtsberger*, 136 A.2d 127, 130 (Penn. 1957).

No-Fault Approach Where the Reasons for the Broken Engagement are NOT Considered

As mentioned above, the courts that follow this approach do not care who is at fault for the broken engagement. They view the relationship as private and therefore none of their business. If the engagement is broken, the giver gets the ring back, regardless of who or why. This is similar to the no-fault divorce approach of family law. No-fault divorces make it possible to settle without getting involved in nasty arguments over who did what to whom. Family law is already cluttered with uncomfortable topics; courts prefer to stay out of the really personal stuff as much as possible. These courts argue that broken engagements should be handled the same way.

More and more courts are starting to turn to the no-fault approach. It is much simpler and more straightforward. In 1999, the Pennsylvania Supreme Court adopted this approach and ruled that the giver should ALWAYS get the ring back in a broken engagement. Iowa, Kansas, New Jersey, New Mexico, New York, and Wisconsin have all adopted the same rule. In adopting this approach, the Kansas Supreme Court spells out the potential difficulties of following a fault-based approach. The court lists several very personal reasons that relationships end to prove a point that it is not the court's business and that courts should not be made to determine the reasons behind a broken engagement. Some of those reasons include

- nothing in common
- cannot stand prospective in-laws
- minor child hostile towards prospective step-parent
- adult child will not accept prospective step-parent
- pets do not get along
- too hasty in proposing or accepting the proposal
- a rebound situation which is now regretted
- untidy habits that irritate the other
- religious differences

Heiman v. Parrish, 942 P.2d 631, 637 (Kan. 1997).

The court does not wish to meddle in these types of issues. This is the same type of reasoning given in favor of no-fault divorces, where these same types of issues are avoided by the court.

Because all of the states have different approaches, however, be sure to research which approach your own state follows.

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