



Copyright © 2001-2018, Judicial Branch, State of Connecticut. All rights reserved.

**2018 Edition**

# Breach of Promise to Marry and Return of Engagement Ring and Courtship Gifts

A Guide to Resources in the Law Library

## **Table of Contents**

Introduction .....	3
Section 1: Breach of Promise to Marry and Return of Engagement Ring and Courtship Gifts .....	4
Table 1: No Fault Approach.....	13
Figure 1: Substituted Complaint .....	15
Figure 2: Amendment to First Count of Plaintiff’s Complaint.....	18

*Prepared by Connecticut Judicial Branch, Superior Court Operations,  
Judge Support Services, Law Library Services Unit*

[lawlibrarians@jud.ct.gov](mailto:lawlibrarians@jud.ct.gov)

These guides are provided with the understanding that they represent only a beginning to research. It is the responsibility of the person doing legal research to come to his or her own conclusions about the authoritativeness, reliability, validity, and currency of any resource cited in this research guide.

View our other research guides at  
<http://jud.ct.gov/lawlib/selfguides.htm>

This guide links to advance release slip opinions on the Connecticut Judicial Branch website and to case law hosted on Google Scholar.  
The online versions are for informational purposes only.

See Also:

- [Alienation of Affection Suits in Connecticut](#)
- [Replevin in Connecticut](#)

# Introduction

A Guide to Resources in the Law Library

- **Engagement Ring:** “[T]he majority rule appears to be that a gift made in contemplation of marriage is conditional upon a subsequent ceremonial marriage . . .” (Citation omitted.) [Piccininni v. Hajus](#), 180 Conn. 369, 372, 429 A.2d 886 (1920). A ring so given is commonly known as an engagement ring.” [Miller v. Chiaia](#), Superior Court, Judicial District of Fairfield at Bridgeport, No. CV09-5025243 (March 15, 2011) (51 Conn. L. Rptr. 581, 582) (2011 WL 1367050) (2011 Conn. Super. LEXIS 681).
- **No-Fault Approach:** “...the modern trend, holding that once an engagement is broken, the engagement ring should be returned to the donor, regardless of fault. [Heiman v. Parrish](#), 942 P.2d 631 at 635. Pursuant to this approach, fault is irrelevant, if ascertainable at all, because ownership of the engagement ring was conditional and the condition of marriage was never fulfilled. *Id.*, (citing [Aronow v. Silver](#), 223 N.J.Super. 344, 538 A.2d 851 (1987)).” [Thorndike v. Demirs](#), Superior Court, Judicial District of Waterbury at Waterbury, No. CV05-5000243S (July 26, 2007) (44 Conn. L. Rptr. 30, 37) (2007 WL 2363411) (2007 Conn. Super. LEXIS 1944).
- **Heart Balm Statute:** “General Statutes § 52-572b, regarding breach of a promise to marry, only bars claims of humiliation, mental anguish and the like, but does not affect ‘rights and duties determinable by common law principles.’ *Id.*, 372. Thus, a donor of money or property that were given ‘conditional upon a subsequent ceremonial marriage’ may recover when the condition is broken by the donee. *Id.* An action for false and fraudulent representations will also be permitted. *Id.*, 373.” [Greene v. Cox](#), Superior Court, Judicial District of Stamford-Norwalk at Stamford, No. CV95-0147177 (Dec. 19, 1995) (1995 WL 780893) (1995 Conn. Super. LEXIS 3538).

# Section 1: Breach of Promise to Marry and Return of Engagement Ring and Courtship Gifts

A Guide to Resources in the Law Library

**SCOPE:** Bibliographic resources relating to action for breach of promise to marry and the return of engagement ring and courtship presents.

- DEFINITIONS:**
- **“No-fault” approach:** “A minority of jurisdictions has adopted a ‘no-fault’ approach, i.e., the modern trend, holding that once an engagement is broken, the engagement ring should be returned to the donor, regardless of fault.” Thorndike v. Demirs, Superior Court, Judicial District of Waterbury at Waterbury, No. CV05-5000243S (July 26, 2007) (44 Conn. L. Rptr. 30, 37) (2007 WL 2363411) (2007 Conn. Super. LEXIS 1944). See [Table 1](#)
  - **“Heart Balm Act”:** “Shelton argues that Reid's claims are barred by § 52-572b, known as the ‘Heart Balm Act.’ The relevant language of the statute provides that ‘[n]o action may be brought upon any cause arising from . . . breach of a promise to marry.’ . . . [O]ur Supreme Court has held that ‘[a] proceeding may still be maintained which although occasioned by a breach of contract to marry, and in a sense based upon the breach, is not brought to recover for the breach itself.’ Piccininni v. Hajus, 180 Conn. 369, 373-74, 429 A.2d 886 (1980). Thus, Reid may maintain a cause of action so long as he ‘is not asking for damages because of a broken heart or a mortified spirit.’ *Id.*, 373.” Reid v. Shelton, Superior Court, Judicial District of New Haven at New Haven, No. CV11-6021534S (June 3, 2013) (2013 WL 3214935) (2013 Conn. Super. LEXIS 1251).
  - **“Fraudulent Misrepresentation”:** “A cause of action for fraudulent misrepresentation is an exception to the Heart Balm Act where one cohabitant claims she was fraudulently induced to transfer money or property to the other cohabitant. See Piccininni v. Hajus, *supra*, 180 Conn. 373; Rabaglino v. King, *supra*, Superior Court, Docket No. 325871, 3 Conn.L.Rptr. 132.” Weathers v. Maslar, Superior Court, Judicial District of Middlesex, at Middletown, No. CV99-0088674 (Jan. 31, 2000) (26 Conn. L. Rptr. 297, 298) (2000 WL 157543) (2000 Conn. Super. LEXIS 221).
  - **“Unjust enrichment”:** “The Supreme Court decision in Piccininni v. Hajus, 180 Conn. 369, 429 A.2d 886 (1980), outlines the right of a donor to obtain reimbursement for expenditures occurred in contemplation of marriage. The case holds that the so-called Heart Balm statute, General Statutes § 52-572b, regarding breach of a promise to marry, only bars claims of humiliation, mental anguish and the like, but does not affect ‘rights and duties determinable by common law

principles.’ Id., 372. Thus, a donor of money or property that were given ‘conditional upon a subsequent ceremonial marriage’ may recover when the condition is broken by the donee. Id. An action for false and fraudulent representations will also be permitted. Id., 373. The dissent by Chief Justice Peters points out that a donor can regain money or property obtained by the donee as a result of ‘trickery, cunning and duplicitous dealing’ under the doctrine of ‘unjust enrichment;’ Id., 375-76; which is the remedy invoked by the plaintiff in the second count of his complaint. Thus, the plaintiff has pleaded a valid cause of action and the resolution of plaintiff’s application turns to whether he has shown probable cause that he will recover under unjust enrichment.” Greene v. Cox, Superior Court, Judicial District of Stamford-Norwalk at Stamford, No. CV95-0147177 (Dec. 19, 1995) (1995 WL 780893) (1995 Conn. Super. LEXIS 3538).

**STATUTES:**

You can visit your local law library or search the most recent [statutes](#) and [public acts](#) on the Connecticut General Assembly website.

- Conn. Gen. Stat. (2017) [§ 52-572b](#). Alienation of affections and breach of promise actions abolished

**HISTORY:**

- 1967 Conn. Acts 275, § 1 (Reg. Sess.)  
“No action shall be brought upon any cause arising after October 1, 1967 from alienation of affection or from breach of a promise to marry.”
- 1982, Conn. Acts 160, § 238. An act adopting a technical revision of Title 52.

**RECORDS & BRIEFS:**

- A-724 Connecticut Supreme Court Records and Briefs (January 1980). [Piccininni v. Hajus](#), 180 Conn. 369, 373, 429 A.2d 886 (1980).  
[Figure 1. Substituted Complaint](#)  
[Figure 2. Amendment to First Count of Plaintiff’s Complaint](#)

**FORMS:**

- 4 [Bender’s Forms of Pleading](#) (2011).  
Section 24. Recovery of a chattel (Replevin).  
Form No. 24:10. Complaint In Action To Recover Engagement Ring.
- 12C [Am. Jur. Pleading and Practice Forms Gifts](#) (2009).  
§ 19. Complaint, petition, or declaration—To recover personal property and cash given in contemplation of marriage—Fraud and breach of promise by donee  
§ 20. Complaint, petition, or declaration—To recover personal property given in contemplation of marriage—By third party donor  
§ 20.10. Complaint, petition, or declaration—To recover

ring wrongfully retained after breaking off of engagement

§ 20.30. Complaint, petition, or declaration—To recover personal property given in contemplation of marriage—Failure to return engagement ring after mutual breaking off

§ 20.40. Complaint, petition, or declaration—To recover ring wrongfully retained after breaking off of engagement—By representative of donor estate

§ 20.60. Complaint, petition, or declaration—To recover motor vehicle wrongfully retained after breaking off of engagement

§ 20.90. Counter-claim in federal court—For declaratory judgment regarding ownership of engagement ring and other gifts

- 5 [Am. Jur. Pleading and Practice Forms](#) *Breach of Promise* (2008).
  - § 16. Response—To motion to dismiss action for breach of promise to marry on ground that action is barred— Action may still be maintained to recover property transferred in reliance on promise to marry.

#### **CASES:**

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

- [MacDermid, Inc. v. Leonetti](#), Superior Court, Judicial District of Waterbury at Waterbury, No. UWY-CV11-6012559S (April 22, 2016) (2016 WL 2763064) (2016 Conn. Super. LEXIS 884). “[T]he Supreme Court, in *Piccininni v. Hajus*, 180 Conn. 369, 429 A.2d 886 (1980) permitted an action for restitution of property or money transferred in reliance on a false and fraudulent representation of intention to marry, even though a statute prohibited an action for alienation of affections or for breach of promise to marry.”
- [Reid v. Shelton](#), Superior Court, Judicial District of New Haven at New Haven, No. CV11-6021534S (Dec. 30, 2013) (57 Conn. L. Rptr. 405, 406) (2013 WL 7084810) (2013 Conn. Super. LEXIS 2987). “So this court is left to decide whether it will follow the single 43-year-old precedent of *Finch* or join the modern view cases that fault should not be a factor in determining who keeps the engagement ring. The modern view is that the gift of the engagement ring is a conditional gift, the condition being the subsequent marriage of the parties. If the marriage does not take place, the condition has not been met and the ring should be returned to the donor. After a review of numerous cases and A.L.R. treatises, this court is convinced that the modern no-fault rule is clearly the better rule and comports with the modern trends on handling family matters on a no fault basis.’ *Thorndike v. Demirs*, Superior Court, Judicial District of Waterbury, Docket No. 5000243 (July 26, 2007), p.9. This Court agrees with that approach . . . and orders that the engagement ring be returned to the plaintiff.”

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

- Cyrankowski v. Desrocher, Superior Court, Judicial District of Hartford at Hartford, No. HDD-CV10-6015281S (July 7, 2011) (52 Conn. L. Rptr. 298, 299) (2011 WL 3427219) (2011 Conn. Super. LEXIS 1781). "Under the foregoing analysis, the defendant's retention of the plaintiff's ring did not become actionable as conversion until April 29, 2009, when the detention became wrongful by reason of the defendant's refusal to comply with the plaintiff's demand for its return. Because this case was instituted less than three years after that date, the plaintiff's challenged conversion claim is not barred by Section 52-577."

"[T]he three-year limitations period for the plaintiff's challenged replevin claim did not begin to run until at least April 29, 2009, when he first demanded, through his counsel, the return of his ring. Because this case was instituted less than three years after that date, the plaintiff's challenged replevin claim is not barred by Section 52-577." p. 300.

- Govotski v. Morrissey, Superior Court, Judicial District of Litchfield at Litchfield, No. CV10-6003186S (May 20, 2011) (2011 WL 2418522) (2011 Conn. Super. LEXIS 1257). "The plaintiff did not prove that he paid for the ring and gave it to the defendant. The court finds, as a fact, that the ring was purchased with funds from the joint account. Although both parties claim to have provided more than one-half of the funding for that account, these claims are rejected as unproven by a fair preponderance of the evidence. Therefore, anything paid for with funds from the joint account is presumed to be owned jointly. Under these facts, the ring must be sold and the proceeds split equally."
- Miller v. Chiaia, Superior Court, Judicial District of Fairfield at Bridgeport, No. CV09-5025243 (March 15, 2011) (51 Conn. L. Rptr. 581, 582) (2011 WL 1367050) (2011 Conn. Super. LEXIS 681). "After thoroughly reviewing the law on this subject, the court aligned itself with the more modern view that, regardless of fault, the engagement ring should be returned to the donor. The court noted the likely difficulty in truly determining the basis for fault in many failed engagements. This court finds that the rationale stated by the court in Thorndike is persuasive and it should be followed here. Therefore, the plaintiff is the owner of the ring and he should recover it."
- Sullivan v. Ross et al., Superior Court, Judicial District of New London at New London, No. CV07-5004195 (May 29, 2009) (2009 WL 1754591) (2009 Conn. Super. LEXIS 1479). "The presumption of a donative intent has been recognized in the case of a parent and child and husband and wife. This presumption has never been recognized between an unmarried couple. *Wright v. Mallen*, 94 Conn.App. 789, 792, 894 A.2d 1016 (2006), cert. denied 278 Conn. 918, 899 A.2d

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

623 (2006). In this case, at the time of the conveyance, the parties were not married. Here, then, where plaintiff paid the entire purchase price, defendant received her interest in the real property as a gift in contemplation of marriage. A gift made in contemplation of marriage is not an absolute gift, but is conditioned upon a subsequent ceremonial marriage. *Piccininni v. Hajus*, 180 Conn. 369, 372, 429 A.2d 886 (1980). Under such circumstances, a donative intent on the part of the plaintiff here cannot be found. The allegations of the fifth count have been proven. A resulting trust, in favor of the plaintiff, exists on the property as alleged.”

- *Benisch v. Benisch*, Superior Court, Judicial District of Stamford-Norwalk at Stamford, No. FA01-0186835 (September 16, 2008) (2008 WL 4416033) (2008 Conn. Super. LEXIS 2313). “The defendant filed a motion dated January 5, 2007 (179-00) alleging that the rings delivered to her by the plaintiff were different rings and that the original rings be returned to her. ... Sua sponte the court then ruled that it was obliged to examine if the order as written in the judgment required any further action by the court. The court order is impossible to comply with if the court intended that they be returned in their original condition. If the court accepted the plaintiff's testimony that he had them, in his words, “boiled” i.e., modified for an intended future use and had it said so in its decision then no ambiguity exists.”
- *Thorndike v. Demirs*, Superior Court, Judicial District of Waterbury at Waterbury, No. CV05-5000243S (July 26, 2007) (44 Conn. L .Rptr. 30, 37) (2007 WL 2363411) (2007 Conn. Super. LEXIS 1944). “A minority of jurisdictions has adopted a ‘no-fault’ approach, i.e., the modern trend, holding that once an engagement is broken, the engagement ring should be returned to the donor, regardless of fault. . . Pursuant to this approach, fault is irrelevant, if ascertainable at all, because ownership of the engagement ring was conditional and the condition of marriage was never fulfilled.. . We find this latter approach to be more persuasive. Indeed, the “no-fault” approach is consistent with our “no-fault” system of divorce . . . We do not want to require our judiciary to tackle the seemingly insurmountable task of determining which party was at fault for the termination of an engagement for marriage, as such may force trials courts to sort through volumes of self-serving testimony regarding who-did-what during the engagement.” (Internal citations omitted). [See [Table 1](#)].
- *Starbuck v. Starbuck*, Superior Court, Judicial District of Danbury at Danbury, No. FA04-0352654S (March 17, 2006) (2006 WL 894440) (2006 Conn. Super. LEXIS 861). “The court finds that the ring became the separate property of the defendant at the time of the marriage under the terms of the prenuptial agreement. Alternatively, the court views the ring



Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

as given on an implied condition that the marriage would take place. See *Clark v. Pendleton*, 20 Conn. 495, 505 (1850). The marriage occurred. The court finds the ring belongs to the defendant.”

- [Dore v. Devine](#), Superior Court, Judicial District of Stamford-Norwalk at Stamford, No. CV00-0176933S (Oct. 6, 2000) (2000 WL 1682709) (2000 Conn. Super. LEXIS 2764). “The defendant administrator argues that all four counts are legally insufficient because of the Connecticut Heart Balm Act, General Statutes § 52-572b. Initially, the court notes that this case does not involve, whatsoever, the alienation of affections, and, therefore, any propositions that the defendant uses from such cases as an analogy, are unpersuasive. The narrow issue in this case is whether the plaintiffs claims fall within a ‘cause arising from . . . breach of a promise to marry,’ as stated and prohibited by § 52-572b. After consulting the cases which have interpreted § 52-572b, this court finds that the plaintiffs claims are not barred by the Heart Balm statute.”
- [Mancini v. Wyzik](#), Superior Court, Judicial District of Hartford-New Britain at Hartford, No. CV93-0520862 (Apr. 8, 1994) (1994 WL 146336) (1994 Conn. Super. LEXIS 944). “Although it would appear that certain portions of the complaint allege a breach of promise to marry, other portions of the complaint appear to allege a breach of contract wherein defendant's promises caused the plaintiff to sell her own home and to expend substantial funds to complete renovations in a home purchased by the defendant. The court has jurisdiction to hear such a breach of contract.”
- [Crowell v. Danforth](#), 222 Conn. 150, 151, 609 A.2d 654 (1992). “This is an action seeking the return of a gift allegedly made in contemplation of marriage and seeking an accounting of jointly owned real property . . . .”
- [Rabaglino v. King](#), Superior Court, Judicial District of Hartford-New Britain at Hartford, No. 0325871 (Jan. 15, 1991) (3 Conn. L. Rptr. 132, 133) (1991 WL 27914) (1991 Conn. Super. LEXIS 85). “Although actions arising from alienation of affection or from breach of promise to marry are barred by Gen.Stat. § 52-572(b), the statute does not preclude an action for return of things given in reliance of false and fraudulent representation nor affect rights and duties determinable by common law principles. *Piccininni v. Hajus*, 180 Conn. 369, 372. The purpose of the statute was to prevent the recovery of damages based upon contused feelings, sentimental bruises, blighted affections, wounded pride, mental anguish and social humiliation; for impairment of health, for expenditures made in anticipation of the wedding, for the deprivation of other opportunities to marry and for the loss of the pecuniary and social advantages which

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

the marriage offered. *Id.* 373.”

- [Piccininni v. Hajus](#), 180 Conn. 369, 373, 429 A.2d 886 (1980). “The plaintiff here is not asking for damages because of a broken heart or a mortified spirit. He is asking for the return of things which he bestowed in reliance upon the defendant’s fraudulent representations. The Act does not preclude an action for restitution of specific property or money transferred in reliance on various false and fraudulent representation, apart from any promise to marry, as to their intended use.”

**WEST KEY NUMBERS:**

- *Breach of Marriage Promise*
  - #13 Defenses
  - #14 Nature, form, and right of action
  - #24-31 Damages
- *Gifts*
  - #34 Qualified or conditional gifts

**DIGESTS:**

- ALR Digest: *Breach of promise, Qualified or conditional gifts*
- Dowling’s Digest: *Breach of Promise*
- Connecticut Family Law Citations: *Premarital agreements*

**ENCYCLOPEDIAS:**

- 11 [C.J.S.](#) *Breach of Marriage Promise* (2008).
- 38A [C.J.S.](#) *Gifts* (2017).
  - § 41. Gifts in contemplation of marriage
  - § 42. —Gift of engagement ring
  - § 67. Revocation of conditional gift
  - § 68. —Gifts in contemplation of marriage
- 12 [Am. Jur. 2d](#) *Breach of Promise* (2009).
  - §§ 1-8. The agreement to marry
  - §§ 9-15. The breach; right of action and remedies
  - §§ 16-20. Defenses
  - §§ 21-24. Damages
  - §§ 25-28. Practice and procedure
- 38 [Am. Jur. 2d](#) *Gifts* (2010).
  - § 68. Gifts in contemplation of marriage - Generally
  - § 69. Presumption arising from engagement
  - § 70. Engagement rings and jewelry
  - § 71. Effect of infancy of donee
  - § 72. Recovery based on fraud or unjust enrichment
- Rachel M. Kane, *Cause of Action for Recovery of Gift Given in Contemplation of Marriage*, 63 COA 2d 587 (2014).

- Elaine Marie Tomko, Annotation, *Rights In Respect Of Engagement And Courtship Presents When Marriage Does Not Enstue*, 44 ALR5th 1 (1996).
- Annotation, *Measure And Elements Of Damages For Breach Of Contract To Marry*, 73 ALR2d 553 (1960).

### **TEXTS & TREATISES:**

You can click on the links provided to see which law libraries own the title you are interested in, or visit our [catalog](#) directly to search for more treatises.

- 23 Samuel Williston, [A Treatise on the Law of Contracts](#), 4<sup>th</sup> (2002).
  - Chapter 62. Miscellaneous contracts.
    - § 62:26. Contractual aspects of marriage
    - § 62:27. Agreement to marry
    - § 62:28. Engagement rings and gifts
    - § 62:29. Abolition of breach of promise actions
- 92 [Restatement of the Law, Third, Property: Wills and Other Donative Transfers](#) (2003).
  - Chapter 6. Gifts.
    - § 6.2. Gifts of personal property
      - Comment on Paragraph (1)
        - m. Engagement rings.
- 4 [Restatement of the Law, Second, Property 2d: Donative Transfers](#) (1992).
  - Chapter 31.
    - § 31.2. Gift of personal property in which the donor retains reversionary interest

### **LAW REVIEWS:**

Public access to law review databases is available on-site at each of our [law libraries](#).

- Arielle L. Murphy, *Whose Fault Is It Anyway?: Analyzing the Role "Fault" Plays in the Division of Premarital Property If Marriage Does Not Enstue*, 64 Catholic University Law Review 463 (2015).
- Alan Grant and Emily Grant, *The Bride, The Groom, And The Court: A One-Ring Circus*, 35 Capital University Law Review 743 (2007).
- Barbara Frazier, *"But I Can't Marry You": Who Is Entitled To The Engagement Ring When The Conditional Performance Falls Short Of The Altar?*, 17 Journal of American Academy of Matrimonial Lawyers 419 (2001).
- Brooke A. Blecher, *Broken Engagements: Who Is Entitled to the Engagement Ring?*, 34 Family Law Quarterly 579 (2000-2001).
- Rebecca Tushnet, *Rules Of Engagement*, 107 Yale Law Journal 2583 (June, 1998).
- S.G. Kopelman, *Breach of Promise to Marry: Connecticut Heart Balm Statute—Piccininni v. Hajus*, 13 Connecticut Law

Review 595 (1981).

- I. Facts and Procedural History of Piccininni
- II. Supreme Court Decision
- III. History of Heartbalm Acts
- IV. New York Policy—Conditional Gift Actions
- V. Criticism: Tort Action for Fraud

Table 1: No Fault Approach

No Fault, Modern Approach	
No-fault approach	"A minority of jurisdictions has adopted a 'no-fault' approach, i.e., the modern trend, holding that once an engagement is broken, the engagement ring should be returned to the donor, regardless of fault." <u>Thorndike v. Demirs</u> , Superior Court, Judicial District of Waterbury at Waterbury, No. CV05-5000243S (July 26, 2007) (44 Conn. L .Rptr. 30, 37) (2007 WL 2363411) (2007 Conn. Super. LEXIS 1944).
Modern view	"So this court is left to decide whether it will follow the single 43-year-old precedent of <i>Finch</i> or join the modern view cases that fault should not be a factor in determining who keeps an engagement ring. The modern view is that the gift of the engagement ring is a conditional gift, the condition being the subsequent marriage of the parties. If the marriage does not take place, the condition has not been met and the ring should be returned to the donor. After a review of numerous cases and A.L.R. treatises, this court is convinced that the modern no-fault rule is clearly the better rule and comports with the modern trends on handling family matters on a no fault basis." <i>Ibid.</i> p. 36
Test	"Some of these 'no-fault' jurisdictions, for example, highlight the fact that the primary purpose behind the engagement period is to allow the couple to test the permanency of their feelings for one another, and with that purpose in mind, it would be irrational to penalize the donor for taking steps to prevent a possibly unhappy marriage." p. 37
Insurmountable task	"We do not want to require our judiciary to tackle the seemingly insurmountable task of determining which party was at fault for the termination of an engagement for marriage, as such may force trial courts to sort through volumes of self-serving testimony regarding who-did-what during the engagement." p. 37
Ring as a Conditional Gift	"... it is given in contemplation of the marriage and is a unique type of conditional gift." p. 37
Majority vs. Minority approach	"Having determined an engagement ring is a conditional gift, we must next decide who, in this case, is entitled to the ring. There is a split of authority on this issue. The 'majority' approach resolves the issue by determining ownership on the basis of fault. The 'minority' approach applies a no-fault rule such that the ring would

	be returned to the donor after the engagement is broken, regardless of fault." p. 37
Decision	"Because of the possibility that an Appellate Court may reverse this court's adoption of the modern view of no fault, this court will now entertain the issue of fault which was completely tried before it. That should obviate any requirement of a remand. If the issue of fault for calling off the wedding became significant on a reversal of this court, this court finds that the plaintiff called off the wedding, that he was the cause or fault of the breakup, and therefore under the fault view, judgment would enter for the defendant on all counts and she would be entitled to keep the ring." p. 38

## Figure 1: Substituted Complaint

(see [Figure 2](#) for amendment to First count)

### **SUBSTITUTED COMPLAINT**

#### FIRST COUNT:

1. Since June of 1973, the Defendant, at the request of the Plaintiff, continually promised to marry the Plaintiff, and told the Plaintiff that after they were married they would occupy, as their home, the house and property owned by her at 119 Corbin Road, Hamden, Connecticut.

2. The Plaintiff, relying upon the promises of the Defendant, remained ready, and willing to marry the Defendant.

3. The Plaintiff, relying upon said Defendant's promises, expended sums of money to renovate and improve the house and property owned by the Plaintiff at 119 Corbin Road, Hamden, Connecticut; expended sums of money for the following furniture and furnishings for said home: China closet \$1,649.00; Dining room table \$897.00; Dining room table cover set \$100.00; Dining room arm chairs, 2 at \$238.00 each, \$476.00 and 4 at \$299.00 each, \$876.00; 2 end tables at \$360.00, \$720.00; a large credenza \$1,200.00; Brass candle holder \$30.00; Air conditioner \$500.00; Coffee table \$800.00; Tiffany lamps \$300.00; Couch \$1,000.00; T.V. \$400.00; space heater \$90.00; Rocking chair \$75.00; Picture in hallway \$100.00; Dehumidifier \$80.00; Decorative African masks \$100.00; Painting 75.00; 3 throw rugs \$250.00; Statue in living room \$100.00; Painting in living room \$500.00; Black commode \$500.00; Standing folding screen \$300.00; 2 antique swords \$50.00; Mirror & china closet \$75.00; Outside lamp \$35.00; Clock radio \$35.00; Combination can opener & ice crusher 0.00; Set of carving knives & brass table serving tray \$125.00; Electric blanket \$60.00; Crystal champagne & brandy glasses 11 at \$15.00 each, \$165.00; 6 crystal water glasses at \$15.00 each \$90.00; Lotus bowls 6 at \$10.00 each \$60.00; Lotus salad bowls 2 at \$20.00 each \$40.00; Crystal candle holders \$45.00; Table linens \$100.00; Kitchen stools 2 at \$70.00 each \$140.00; Framed picture of Fiji \$70.00; Bookshelf in playroom \$40.00; Hanging flowerpot holder \$25.00 Wingback chair \$400.00; Swivel chair 2 at \$350.00 each \$700.00; Round marble end table \$75.00; Mirrored metal art piece \$90.00; Metal art \$75.00; Set of dishes \$100.00; Christmas tree lights \$100.00; Screen & storm door at main entrance \$70.00;

Awning rear window \$70.00; Valance & curtain in kitchen \$100.00; Artificial plants in house \$200.00; Inlaid slate tile \$70.00; Norelco 12 cup coffee maker \$35.00; Night table \$121.00; Fireplace hearth \$164.00; Reupholster chair \$149.00; Another commode \$234.00; Bathroom furnishings \$320.00; expended: sums of money for the following automobile, jewelry and furs: 1973 Buick Regal \$5,000.00; Engagement ring \$3,500.00; Wedding band ring & matching earrings \$1,675.00; Topaz ring \$75.00; Separate set of earrings \$400.00; Opal necklace \$90.00; Gold ring \$100.00; Fox fur jacket \$1,300.00; expended sums of money for dresses, coats, shoes, sweaters, and other items of clothing for the Defendant, approximately \$1,500.00; Plaintiff also expended sums of money for other personal items for the Defendant, all of said purchases referred to in this paragraph, being based upon the Defendant's promise that she would become his wife.

4. In June of 1978 the Defendant informed the Plaintiff that she would not marry him and that she intended to marry another man, which man she subsequently did marry, contrary to her promise to the Plaintiff.

#### **SECOND COUNT:**

1. During the period June 1973 to June 1978, in response to the Plaintiff's request, the Defendant represented to the Plaintiff that she would marry him and that they would occupy, as their home, the house and property owned by her at 119 Corbin Road, Hamden, Connecticut.

2. The Plaintiff, relying upon said representations made to him by the Defendant, expended sums of money to renovate and improve the house and property owned by the Plaintiff at 119 Corbin Road, Hamden, Connecticut; expended sums of money for furniture and furnishings for said Home, the specific items and amounts expended for said items being set forth in Paragraph 3 of the First Count of this Complaint and made a part hereof; expended sums of money in purchasing an automobile, jewelry, furs, and clothing for the Defendant, the specific items and the amounts expended for said items being set forth in Paragraph 3 of the First Count of this Complaint and made a part hereof; expended sums of money for other personal items for the Defendant.

3. Said representations made by the Defendant to the Plaintiff were false, known by the Defendant to be false, and were made for the purpose inducing the Plaintiff to make expenditures set forth in Paragraph 2 of the Second Count of this Complaint.



4. In June of 1978, the Defendant told the Plaintiff that she would not marry him and that he intended to marry another man.

5. As a result of the false representation made by the Defendant to the Plaintiff, which he Plaintiff relied upon, the Plaintiff expended approximately \$40,000.00 in renovating, improving and furnishing the home at 119 Corbin Road, Hamden and in the purchase of personal terns for the Defendant and the Defendant's children because he believed the Defendant would become his wife, as she represented to him.

**THIRD COUNT:**

1. During the period June 1973 to June 1978, the Plaintiff and the Defendant planned to be married, became engaged and agreed to renovate, improve and furnish the house and property owned by the Defendant at 119 Corbin Road, Hamden, Connecticut, which they would occupy as a home, after their marriage.

2. Based upon their plans to marry, the Plaintiff expended sums of money to renovate improve the house and property at 119 Corbin Road, Hamden, Connecticut, expended sums of money for furniture and furnishings for said home, and expended sums of money in purchasing an automobile, jewelry, furs, clothing and other personal items for the Defendant, said specific items and the amount expended being set forth in Paragraph 3 of the First Count of this Complaint and made a part hereof.

3. In June of 1978, the Defendant told the Plaintiff that she would not marry him and that she intended to marry another man.

4. The Defendant has been unjustly enriched by the expenditures of the Plaintiff hereinbefore referred to, and the Plaintiff is entitled to be reimbursed by the Defendant for the renovation and improvement of her property and is entitled to the return of furniture and furnishings which he purchased and the return of certain personal items which he purchased.

THE PLAINTIFF

By \_\_\_\_\_ His Attorney

Filed January 9, 1979.

Figure 2: Amendment to first count of plaintiff's complaint

**AMENDMENT TO FIRST COUNT OF  
PLAINTIFF'S COMPLAINT**

1. Since some time in 1973 the Plaintiff and the Defendant planned to marry.
2. The Defendant, prior to said date, and since said date has owned and occupied and now owns and occupies the house and property known as and located at 119 Corbin Road, Hamden, Connecticut.
3. Commencing some time in 1974, the Plaintiff was allowed to occupy said house with the Defendant as his home.
4. In consideration of the Defendant agreeing that the Plaintiff could continue to occupy said premises as his home before and after they were married, that it would be his home as well as hers, the Plaintiff agreed to and did expend sums of money and furnished his own time and labor to renovate and improve the house and property and purchased various articles of furniture and furnishings and other items of personal property for said house and property.
5. The Defendant did not marry the Plaintiff and in June of 1978 the Defendant informed the Plaintiff that he could no longer occupy the premises as his home and requested him to leave, which he did.
6. Since the Defendant failed to comply with her agreement that the Plaintiff could continue to occupy said premises as his home, that it would be his home as well as hers, he demanded compensation for renovating and improving the Defendant's house and property at 119 Corbin Road, Hamden, Connecticut.
7. After the Defendant failed to comply with her agreement, the Plaintiff demanded that the Defendant return to him the various articles of furniture and furnishings and other items of personal property which he had purchased for the house.
8. The Defendant has refused and continues to refuse to reimburse the Plaintiff for the money which he expended in renovating and improving the house and property at 119 Corbin Road, Hamden.
9. The Defendant has refused and continues to refuse to return the articles of furniture and furnishings and other items of personal property which belong to the Plaintiff and were purchased by him for the house at 119 Corbin Road, Hamden.

10. As a result of the renovation and improvement of said house and property by the Plaintiff, said house and property has increased in value and the Plaintiff claims that he is entitled to be compensated for effecting said increase in value.

Filed March 5, 1979.