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

A Guide to Resources in the Law Library

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See Also:

- Alienation of Affection Suits in Connecticut
- Replevin in Connecticut

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- **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 (1980). 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 (1997). 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; *Rabagleno* 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. (2023)
  § 52-572b. Alienation of affections and breach of promise actions abolished

HISTORY:

- Public Act No. 67-275, § 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."
- Public Act No. 82-160, § 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:

- 12C *Am Jur Pleading and Practice Forms* Gifts, Thomson West, 2019 (Also available on Westlaw).
  II. Gifts in Contemplation of Marriage
  § 21. Complaint, petition, or declaration—To recover personal property and cash given in contemplation of marriage—Fraud and breach of promise by donee
  § 22. Complaint, petition, or declaration—To recover personal property given in contemplation of marriage—By third party donor
  § 23. ----Failure to Return Engagement Ring After Mutual Breaking off
  § 24. ----Failure to Return Engagement Ring After Refusal to Marry

§ 25. ----Failure to Return Engagement Ring and Investment Funds After Refusal to Marry
§ 26. --to Recover Ring and Other Property Wrongfully Retained After Breaking off of Engagement--Further Claiming Theft of Wallet and Filing of Baseless Claims
§ 27. Complaint, petition, or declaration—To recover ring wrongfully retained after breaking off of engagement
§ 28. Complaint, petition, or declaration—To recover ring wrongfully retained after breaking off of engagement—By representative of donor estate
§ 29. Complaint, petition, or declaration—To recover motor vehicle wrongfully retained after breaking off of engagement
§ 30. Counter-Claim--for Sale of Real Property Conveyed in Contemplation of Marriage
§ 31. Counter-claim in federal court—For declaratory judgment regarding ownership of engagement ring and other gifts
§ 32. Motion to Dismiss--in Action for Recovery of Gifts Made in Contemplation of Marriage--Failure to State Claim on Which Relief Can be Granted--Relief Sought is Barred by Statute
§ 33. Answer--Defense--by Donee--Gift Made in Contemplation of Marriage Not Recoverable--Engagement Unjustifiably Broken by Donor

- 5 *Am Jur Pleading and Practice Forms* Breach of Promise, Thomson West, 2019 (Also available on Westlaw).
  I. General Considerations
  II. Agreement of Parties; Breach
  § 4. Complaint, Petition, or Declaration--for Breach--General Form
  § 5. --to Recover Personal Property and Money Given in Contemplation of Marriage--Fraud--Defendant Married Third Person
  § 11. Complaint in Federal Court--Diversity of Citizenship--to Recover Personal Property and Money Given in Contemplation of Marriage--Defendant Married Third Person
  § 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:

- Marafi v. El Achchabi, 225 Conn.App. 415, 316 A.3d 798 (May 14, 2024). "It is undisputed that the defendant falsely represented to the plaintiff that he was the father of both S and N. The defendant at all times knew that those representations were untrue. As the defendant admitted in her response to the plaintiff's interrogatories, she 'knew the paternity of each of her biological children *from the time she was first aware that she was pregnant* with each of her

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biological children.' (Emphasis added.) The first two elements of fraudulent misrepresentation, therefore, are plainly established." (p. 426).

…

"In light of those materials, we conclude that the court properly determined that the plaintiff established a prima facie case of fraudulent misrepresentation. The facts set forth therein indicate both that the defendant's knowingly false representations to the plaintiff regarding his parentage of S and N were made with the intent to induce reliance and that the plaintiff relied on those representations to his detriment. We further conclude that the plaintiff's reliance was reasonable and justifiable under the facts and circumstances of this case, in which he was present for the births of both children, established a trust for their benefit at the defendant's behest, and thereafter spent almost one decade acting as a father under the misapprehension that S, and later N, were his children." (p. 430).

…

"The defendant claims that *Piccininni* has little relevance to the present case, as it involved only § 52-572b. We disagree. Early in its decision in *Piccininni*, our Supreme Court made clear that all references therein to § 52-572b would be to 'the Act'; id., at 370, 429 A.2d 886; and the court employed that particular diction whenever it discussed § 52-572b specifically. See id., at 373, 429 A.2d 886. At the same time, the court also referred to 'Heart Balm Acts' and 'Heart Balm statutes' in its discussion of general principles gleaned from other jurisdictions; see id., at 371–72, 429 A.2d 886; and it cited to cases that note that criminal conversation is among the heart balm statutes. See id., at 372, 429 A.2d 886, citing *In re Marriage of Heinzman*, 40 Colo. App. 262, 265, 579 P.2d 638 (1978), aff'd, 198 Colo. 36, 596 P.2d 61 (1979), and *Gill* v. *Shively*, 320 So. 2d 415, 417 (Fla. App. 1975). In our view, *Piccininni* is highly relevant to any discussion of heart balm statutes such as §§ 52-572b and 52-572f, as multiple Superior Court judges have held. See, e.g., *Caldarella* v. *Steigbigel*, Superior Court, judicial district of New Haven, Docket No. CV-13-6035423-S, 2013 WL 4779532 (August 14, 2013); *DiMichele* v. *Perrella*, supra, Superior Court, Docket No. CV-10-6004536-S; *Dufault* v. *Mastrocola*, supra, Superior Court, Docket No. CV-94-0543343-S. That authority strongly suggests, contrary to the contention of the defendant, that actions for fraudulent misrepresentation, statutory theft, and unjust enrichment are not barred by § 52-572f in cases in which a plaintiff seeks restitution for moneys transferred in reliance on the defendant's fraudulent representations, as alleged in the operative complaint here, rather than damages stemming from 'a broken heart or a mortified

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spirit.' *Piccininni* v. *Hajus*, supra, 180 Conn. at 373, 429 A.2d 886. (p. 435-436).

- Caccamo v. State Farm Fire & Cas. Ins. Co., Superior Court, Judicial District of Hartford at Hartford, No. HHD-CV-206130742-S (February 24, 2021) (70 Conn. L. Rptr. 535) (2021 WL 1117782) (2021 Conn. Super. LEXIS 163) "A recent decision of the Superior Court summarizes the legal landscape relative to ownership of engagement rings. In *Lewis* v. *Doria*, Superior Court, judicial district of Stamford, Docket No. 205023164S, 2020 WL 6158961 (September 15, 2020, Genuario, J.) [70 Conn. L. Rptr. 270], the court observed that while there is no controlling appellate authority on the legal status of an engagement ring, the Superior Court decisions have taken one of two approaches. In the first, an engagement ring is held to belong to the recipient if the donor is at fault for the failure of the marriage to consummate. Id., 2020 WL 6158961 *1, citing *Syragakis* v. *Hopkins*, Superior Court, judicial district of New London, Docket No. 117412, 2001 WL 195012 (February 8, 2001, Hurley, J.). The second, 'modern view,' treats the exchange as a conditional gift with marriage an implied condition of title to the ring. *Lewis* v. *Doria*, supra, 2020 WL 6158961 *1, citing *Reid* v. *Shelton*, Superior Court, judicial district of New Haven, Docket No. 116021534S, 2013 WL 7084810 (December 30, 2013, Hadden, J.) [57 Conn. L. Rptr. 405].

  In the present case, State Farm argues that under either approach, Karas is not 'legally entitled to receive payment' because Caccamo possesses a superior right to the ring and he is currently the only person legally entitled to receive payment. Karas' argument that the policy protects the ring is not availing. This is so because a policy of insurance must 'be given effect according to its [clear and unambiguous] terms'; *Karas* v. *Liberty Insurance Corp*., 335 Conn. 62, 73, 228 A.3d 1012 (2019); and the clear and unambiguous terms of the present State Farm policy provide that only a named insured or spouse, some other person named in the policy or a person 'legally entitled to receive payment' have any rights under the policy. Karas possesses none of the aforementioned attributes.

  For the foregoing reasons, the court concludes that she does not have standing to enforce the terms of the contract. The motion to dismiss her claim is granted."

- Maffe v. Loranger, Superior Court, Judicial District of Hartford at Hartford, No. HHD-CV19-6108439-S (January 28, 2021) (2021 WL 782024) (2021 Conn. Super. LEXIS 67). "Based on the foregoing discussion, it is unclear what standard the supreme or appellate court would apply to a case involving a claim for the return an engagement ring given in contemplation of marriage, when the parties fail to get

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married. This court does not have to decide what standard should be applied in this case because the court finds that under either standard, the plaintiff is not entitled to the return of the engagement ring.

Applying the 'fault' standard, the court finds that the plaintiff failed to prove that the defendant was at fault for their failure to marry and the court, instead, finds that the plaintiff was at fault. Indeed, the plaintiff admitted that he was at fault for the parties ending their relationship and not getting married.

Applying the 'modern' no-fault approach to the facts of this case, the court finds that the plaintiff's original gift of the engagement ring to the defendant was conditioned on the parties' promise to legally marry. However, the status of the ring as a conditional gift changed when, on Saturday, June 11, 2016, after the plaintiff ended the engagement, the defendant offered to return the ring, the plaintiff answered no and the plaintiff told the defendant that she should keep the ring. This time, the gift of the ring was unconditional and absolute. The ring was not conditioned on the parties' marriage—the parties having broken up—but, instead, became an absolute gift, and was not conditioned on the parties getting married. See *Syragakis v. Hopkins, supra*, Superior Court, Docket No. 117412 (court found that when the engagement ring was returned to the defendant, following a fight and breakup, it 'was not given on the condition of marriage.'); *Campbell v. Robinson*, *supra*, 398 S.C. 12 (where defendant, intended wife, said plaintiff said she could keep the ring, court said: 'If the parties do not dispute that the ring was originally an engagement ring conditioned upon the marriage, the burden may also be satisfied by presenting evidence establishing the ring subsequently became the challenger's property'). Thus, based on the credible evidence presented, the court concludes that the defendant has established her special defense that the ring was given to her unconditionally.

CONCLUSION

In conclusion, the court finds that the plaintiff has failed to prove that the engagement ring should be returned to him due to the failure of the parties to marry because it was his fault that they did not marry. The defendant has established that the engagement ring's status was altered by the plaintiff when he later gave her the ring unconditionally after the parties ended their relationship in June 2016. Accordingly, judgment shall enter for the defendant. So ordered."

- Lewis v. Doria, Superior Court, Judicial District of Stamford-Norwalk at Stamford, No. FST-CV20-5023164-S (September 15, 2020) (70 Conn. L. Rptr. 270) (2020 WL 6158961) (2020 Conn. Super. LEXIS 1087). "The Plaintiff has simply not

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proven, even to the standard of probable cause, that in August of 2017 the ring was given to the Defendant on the condition of marriage. If months or years later his view of his relationship with the Defendant changed and he decided or expressed a desire to marry the Defendant, such change, even if it did occur, cannot alter the donative intent that existed in August of 2017 when the ring was given. When he placed the ring on the Defendant's finger on August 27, 2017, without a condition of marriage or condition of a permanent relationship and without an expression of an intent to marry, that act constituted a completed gift with a donative intent that was not conditional on marriage or otherwise. A subsequent change of heart cannot change the nature of the gift. Accordingly, the Plaintiff's application for a prejudgment remedy is denied."

- Zealand v. Balber, Superior Court, Judicial District of Stamford-Norwalk at Stamford, No. FST-CV17-6034415-S (September 23, 2019) (69 Conn. L. Rptr. 323)(2019 WL 5300183) (2019 Conn. Super. LEXIS 2575). "Last, the court addresses the matter of the diamond ring given by the defendant to the plaintiff. In his counterclaim, the defendant has set forth his grounds for recovery of the ring in three different counts: in the first count, the defendant claims wrongful conversion; in the second count, he claims statutory theft under Gen. Stat. § 52-564; finally, in the third count, he claims unjust enrichment. The defendant, as donor of the ring, has cited to numerous authorities in his posttrial memoranda concerning ownership rights in the ring in the event that a marriage did not occur. (See, defendant's posttrial memorandum, June 14, 2019, pages 15-17; defendant's posttrial reply memorandum, June 21, 2019, pages 11-14.)

  The court finds that the ring was originally given by the defendant to the plaintiff in contemplation of their marriage. The ring was a conditional gift. However, the analysis does not end there. This is because the court also finds that any condition attached to the ring (i.e., marriage) had long been abandoned by the defendant at the time he finally demanded its return by the plaintiff in 2016. Over the many months and years which followed the giving of the ring, all without barely a whisper of marriage, the defendant relinquished any condition attached to the ring. The parties had a tempestuous relationship. At best, the ring became a symbol to be worn by the plaintiff in the company of mutual friends and colleagues to signify the supposed sincerity of the parties' love for one another. The court finds that the defendant abandoned or waived any intention attached to the initial giving of the ring.3 Therefore, the plaintiff is entitled to the ring or to any proceeds from its sale.

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The court enters the following orders on the plaintiff's complaint and on the defendant's counterclaim:…
2) The plaintiff shall have sole right, title and interest to the diamond ring or to any proceeds from its sale."

- Pressman v. Purcell, United States District Court, Docket No. 3:17-CV-1918 (JCH) (D. Conn. August 19, 2019) (2019 WL 3890453) (2019 U.S. Dist. LEXIS 139757)

"C. Motion for Summary Judgment as to Pressman's Claims

1. Conversion, Engagement Ring (Count Two)

In Count II, Pressman alleges that Purcell has 'assumed and exercised ownership' over the engagement ring "to the exclusion of Pressman's rights.' Id. ¶ 77. 'Pressman seeks the return of the Cartier sapphire engagement ring (or its value).' Pressman Memorandum of Law in Support of Partial Summary Judgment ('Pressman Mem. in Supp.') (Doc. No. 49-1) at 6. Pressman argues that, in Connecticut, an engagement ring is a gift given in contemplation of marriage, and such a gift is conditional upon a subsequent ceremonial marriage. Id.

The court agrees that the general rule in Connecticut is that gifts given in contemplation of marriage are conditional on the subsequent ceremonial marriage. See *Reid v. Shelton, No. CV116021534S, 2013 Conn. Super. LEXIS 2987, 2013 WL 7084810, at *2 (Conn. Super. Ct. Dec. 30, 2013)* ('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.'). Moreover, '[a] majority of jurisdictions hold that where an engagement gift is given to a donee in contemplation of marriage, although absolute in form, it is conditional; the donor is entitled to return of the engagement gift upon breach of the engagement.' 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 J. Am. Acad. Matrim. Law. 419, 421 (2001). Notwithstanding this general rule, issues of fact preclude summary judgment in Pressman's favor.

As Purcell notes, weeks prior to purchasing the engagement ring, Pressman presented her with a note, which note stated, '[t]his Jewelry and all other Jewelry that was, or will be given to you are all gifts, and are given unconditionally to you with love.' See Purcell 56(a)(2) ¶ 34. Though there is substantial evidence supporting a conclusion that the ring was given in contemplation of marriage, including Purcell's admission that she viewed the ring as an engagement ring, see Purcell Dep. (Doc. No. 49-2) at 56:23-25, the handwritten (and signed)

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note given to Purcell by Pressman raises a genuine issue of fact as to whether the ring was intended to be given unconditionally.

The modern rule regarding engagement rings implies a condition of marriage upon the gift of the ring. See Frazier, *17 J. Am. Acad. Matrim. Law. at 422*. ('A majority of jurisdictions recognize that the condition of ensuing marriage may be implied by the nature and inherent symbolism of the engagement ring.'). In this case, however, there is an unresolved issue of fact as to whether the parties sought to expressly overrule that implied conditionality. Because that fact is material to determination of the claim, summary judgment as to Count Two is denied.

2. Unjust Enrichment, Engagement Ring (Count Three)

In Count Three, Pressman seeks return of the ring or damages equal to its value, pursuant to the equitable doctrine of unjust enrichment. See id. at 9. Pressman relies upon 'the same reasons' as his argument in favor of summary judgment as to Count Two. See id. at 9. However, the same issues of fact that precluded summary judgment as to Count Two—whether the ring was intended to be given as an unconditional gift—bar summary judgment as to this count, and summary judgment is therefore denied."

- Pressman v. Purcell, United States District Court, Docket No. 3:17-CV-1918 (JCH) (D. Conn. November 20, 2018) (2018 WL 6069099) (2018 U.S. Dist. LEXIS 197975) "The third-party defendants argue that the claims of fraud in the inducement and fraudulent misrepresentation against *Pressman* are barred by Connecticut's heart balm statute. See Conn. Gen. Stat. Ann. § 52-572b. The Supreme Court of Connecticut has explained that the purpose of the heart balm statute was to prevent suits that sought damages for 'confused 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 the marriage offered.' *Piccininni v. Hajus*, 180 Conn. 369, 373, 429 A.2d 886 (1980). In the same opinion, however, the Court stressed that 'Heart Balm statutes should be applied no further than to bar actions for damages suffered from loss of marriage, humiliation, and other direct consequences of the breach, and should not affect the rights and duties determinable by common law principles.'"

  . . . .

  Similarly, in this case, Purcell alleges that the damages she suffered stemmed from reliance on Pressman's

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false statements that he was unmarried, not from his breach of a promise to marry her. See Purcell Counterclaim ¶ 99 ("An essential and material part of [Purcell's agreement" to move to Connecticut . . . was Pressman's representation that he was not married.").[2] Moreover, [Purcell] alleges that she spent considerable sums of money in reliance on Pressman's misrepresentations, including obligating herself on a tenancy contract. Id. ¶ 66. The allegations in this case are similar to those in *Piccininni*, and are sufficient to take the claims out of the ambit of the heart balm statute.

Purcell has alleged sufficient facts to raise a plausible inference that (1) Pressman falsely represented that he was unmarried; (2) Pressman knew that statement to be false when made; (3) the statement was made to induce Purcell's reliance upon the misrepresentation; (4) Purcell acted in reliance of the false statement; and (5) Purcell suffered damages. The court concludes Purcell has stated plausible claims of fraudulent inducement and fraudulent misrepresentation against Pressman. The Motion to Dismiss Count One and Count Five against Pressman is denied."

- 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."

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- Cyrankowski v. Desrocher, Superior Court, Judicial District of Hartford at Hartford, No. HHD-CV10-6015281S (July 7, 2011) (52 Conn. L. Rptr. 298) (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." (p. 299)

  "[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,

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.

894 A.2d 1016 (2006), cert. denied 278 Conn. 918, 899 A.2d 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

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.

prenuptial agreement. Alternatively, the court views the ring 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) (28 Conn. L. Rptr. 313) (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 . . . ."

- Rabagleno 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 the marriage offered. *Id.* 373."

- Piccininni v. Hajus, 180 Conn. 369, 429 A.2d 886 (1980).
"The Supreme Court of Pennsylvania, in an opinion construing a similar statute, declared: 'The act was passed to avert the perpetration of fraud by adventurers and adventuresses in the realm of heartland. To allow (the defendant) to retain the money and property which she got from (the plaintiff) by dangling before him the grapes of matrimony which she never intended to let him pluck would be to place a premium on trickery, cunning and duplicitous dealing. It would be to make a mockery of the law enacted by the Legislature in that very field of happy and unhappy hunting. [*Pavlicic v. Vogtsberger*, 390 Pa. 502, 508, 136 A.2d 127 (1957)]. (p. 371)

. . .

"The predominant view is that Heart Balm statutes should be applied no further than to bar actions for damages suffered from loss of marriage, humiliation, and other direct consequences of the breach, and should not affect the rights and duties determinable by common law principles. *In Re Marriage of Heinzman*, 40 Colo.App. 262, 579 P.2d 638 (1978), affirmed, 596 P.2d 61 (Colo.1979); *Gill v. Shively*, 320 So.2d 415 (Fla.App.1975); *Norman v. Burks*, supra; *Beberman v. Segal*, 6 N.J.Super. 472, 69 A.2d 587 (1949); *Pavlicic v. Vogtsberger*, supra." (p. 372)
"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. 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. *DeCicco* v. *Barker,* supra." (p. 373)

WEST KEY NUMBERS:

- Marriage and Cohabitation
  II. Agreements Concerning Marriage
    (B) Agreements to Marry; Breach of Marriage Promise
      #131-160
      #144 Right of action; effect of statute
      #147 Nature and form of action
      #148 Conditions precedent to action
      #149 Defenses
      #155 Damages

- Gifts
  I. Inter Vivos
    #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:

Encyclopedias and ALRs are available in print at some law library locations and accessible online at all law library locations.

Online databases are available for in-library use. Remote access is not available.

- 11 *CJS* Breach of Marriage Promise, Thomson West, 2019 (Also available on Westlaw).
  - I. Nature of Action for Breach of Marriage Promise; Abolition of Action
    - B. Statutory Abolition of Action for Breach of Marriage Promise
      - § 5. Limits on Application of Heart Balm Statutes
- 38A *CJS* Gifts, Thomson West, 2017 (Also available on Westlaw).
  - II. Gifts Inter Vivos
    - B. Form, Requisites, and Essential Elements
      - 5. Qualified of Conditional Gifts
        - § 41. Gifts in contemplation of marriage
        - § 42. —Gift of engagement ring
    - D. Ratification and Revocation
      - § 67. Revocation of conditional gift
      - § 68. —Gifts in contemplation of marriage
- 12 *Am Jur 2d* Breach of Promise, Thomson West, 2019 (Also available on Westlaw).
  - I. The Agreement to Marry
  - II. The Breach; Right of Action and Remedies
  - III. Defenses
  - IV. Damages
  - V. Practice and procedure
- 38 *Am Jur 2d* Gifts, Thomson West, 2019 (Also available on Westlaw).
  - VIII. Revocation; Conditional Gifts
    - A. Inter Vivos Gifts
      - 2. Gifts in Contemplation of Marriage
        - § 69. Gifts in contemplation of marriage, generally
        - § 70. Presumption arising from engagement
        - § 71. Engagement rings and jewelry
        - § 72. Effect of infancy of donee
        - § 73. Recovery based on fraud or unjust enrichment
- 63 COA 2d 587, *Cause of Action for Recovery of Gift Given in Contemplation of Marriage*, by Rachel M. Kane, Thomson West, 2014 (Also available on Westlaw).

- 44 A.L.R. 5th 1, *Rights In Respect Of Engagement And Courtship Presents When Marriage Does Not Ensue*, by Elaine Marie Tomko, Thomson West, 1996.

TEXTS & TREATISES:

Each of our law libraries own the Connecticut treatises cited. You can contact us or visit our catalog to determine which of our law libraries own the other treatises cited or to search for more treatises.

References to online databases refer to in-library use of these databases. Remote access is not available.

- 23 *A Treatise on the Law of Contracts, 4th ed., by* Samuel Williston et al., Thomson West, 2018, with 2022 supplement (also available on Westlaw).
  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

- 2 *Restatement of the Law, Third, Property: Wills and Other* Donative Transfers, Thomson West, 2003, with 2024 supplement (also available on Westlaw).
  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*, Thomson West, 1992 (also available on Westlaw).
  Chapter 31. Transfer without document
  § 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.

- Adam J. Hirsch, *Inheritance on the Fringes of Marriage*, 1 U. Ill. L. Rev. 235 (2018).

- Arielle L. Murphy, *Whose Fault Is It Anyway?: Analyzing the Role "Fault" Plays in the Division of Premarital Property If Marriage Does Not Ensue*, 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." 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).
Modern view	"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 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." Ibid. (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 ll 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 $350.0:0 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 filed 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 filed 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.