

## **Flying Solo: Who Gets to Keep the Engagement Ring?**

By Jan Warner and Jan Collins

**Question:** My fiancé and I had been dating for three years when he proposed and gave me an engagement ring. We set the date for our marriage nine months off. I began planning with my family, but as the time got closer, I could sense that something was wrong with the relationship. Two months before the “wedding date,” he finally told me that I was the not one he wanted to marry. At age 30 and having never been married, I was emotionally crushed. My parents and I had spent more than \$15,000 in preparation for the wedding. To add insult to injury, he wrote and asked that I return the engagement ring that he had purchased on credit for \$20,000. I don’t feel this was my fault and don’t want to return the ring. He has threatened to sue me.

**Question:** Our daughter was engaged to marry her long-time boyfriend when she was killed in an automobile accident a month before the wedding. We were going to give him back the ring until he showed up at the funeral with a new date on his arm. We have not gotten over this, and have decided that we will not give up the ring because we think he was cheating on our daughter. Can he get it back?

**Answer:** An engagement ring is generally called a “conditional gift in contemplation of marriage,” but based on the circumstances and the state in which you live, there are varying results when it comes to retrieval of an engagement ring if the marriage does not take place.

Here are the general rules: (1) When the engagement is broken by the bride-to-be, most courts require the return of the ring; (2) When the engagement is terminated by the groom-to-be, he generally will not get the ring back; and (3) When the engagement is terminated by the mutual agreement of the “to-be’s”, the ring goes back to him.

In many states, the courts’ decisions about who gets the ring are based on who is at fault in calling off the marriage. Therefore, even though the gift of an engagement ring is conditioned on the marriage taking place, when the prospective groom terminates the engagement and the marriage does not take place, courts have allowed the bride-to-be to keep the ring because she was not at fault and because he broke his promise to marry her. Therefore, in the first situation, the fact that you and your parents spent a lot of money in contemplation of the blessed event should weigh heavily.

When the marriage does not take place due to the death of one of the parties, at the time of death the bride-to-be had an absolute right to keep the ring. Here, she neither broke the contract nor refused to marry. Because she owned the ring at the time of her death and was not at fault, it would appear that her estate would be entitled to keep the ring. Any claim by the groom-to-be would be against the estate.

The same rationale is generally used when the marriage does not take place due to illness of the bride-to-be.

**SoloFact:** While what will happen if the marriage doesn't take place is not on the minds of most suitors, if the concern is there, either the ring should not be given or some type of written agreement regarding the ring should be considered.