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2011 Edition

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

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, No. CV09-5025243 (J.D. of Fairfield at Bridgeport, March 15, 2011).

Gift: “is defined as ‘ . . . a transfer of property without consideration. It requires two things: a delivery of the possession of the property to the donee, and an intent that the title thereto shall pass immediately to him.’” Fox v. Shanley, 94 Conn. 350, 362, 109 A. 249 (1920).

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, 942 P.2d 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)).” Miller v. Chiaia, No. CV09-5025243 (J.D. of Fairfield at Bridgeport, March 15, 2011).

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TREATED ELSEWHERE

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

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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:

- Thorndike v. Demirs, No. CV05-5000243S (J.D. Waterbury at Waterbury, Jul. 26, 2007), 44 CONN. L.RPTR. 30, 37 (October 15, 2007), 2007 Conn. Super. LEXIS 1944 (Conn. Super. Ct. July 26, 2007). “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.” See [Table 1](#)
- **Current Law:** “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.” Rabaglino v. King, No. 0325871 (Conn. Super. Ct., Jud. District, Hartford-New Britain at Hartford, Jan. 15, 1991), 1991 Ct. Sup. 686, 687, 1991 WL 27914, 1991 Conn. Super. LEXIS 85.
- “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.” Weathers v. Maslar, No. CV 99 0088674, 2000 Ct. Sup. 1197, 1201, 2000 WL 157543 (Jan. 31, 2000).
- “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, No. CV 95 0147177 (Conn. Super. Ct., Jud. District, Stamford-Norwalk at Stamford, Dec. 19, 1995) 1995 Ct. Sup. 14120, 14122, 1995 WL 780893, 1995 WL 780893.

STATUTES:

- CONN. GEN. STAT. (2011)
[§ 52-572b](#). Alienation of affections and breach of promise actions abolished

HISTORY:

- 1967 CONN. ACTS 275 (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](#)

COURT CASES: (Connecticut):

- [Govotski v. Morrissey](#), No. CV 10 6003186S (J.D. of Litchfield at Litchfield, May 20, 2011). “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](#), No. CV09-5025243 (J.D. of Fairfield at Bridgeport, March 15, 2011), 51 CONN. L. RPTR. 581. “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.”
- [Benisch v. Benisch](#), No. FST FA 01 0186835 S (J.D. of Stamford-Norwalk at Stamford, September 16, 2008). 2008 WL 544521. “The plaintiff shall return the engagement ring and wedding ring to the defendant.”
- [Thorndike v. Demirs](#), No. CV05-5000243S (J.D. Waterbury at Waterbury, Jul. 26, 2007), 44 CONN. L. RPTR. 30, 37 (October 15, 2007), (October 15, 2007), 2007 Conn. Super. LEXIS 1944 (Conn. Super. Ct. July 26, 2007). “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.” [See [Table 1](#)].
- [Dore v. Devine](#), No. CV00-0176933S (Conn. Super. Ct., Jud. District of Stamford-Norwalk at Stamford, 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.”

- Gural v. Fazzino, No. CV94-70800 (Conn. Super. Ct., Jud. District, Middlesex at Middletown, April 19, 1996), 16 CONN. L. RPTR. 552, 553, 1996 WL 526803. “An exception to the Heart Balm Act allows common law principles to govern actions for the return of property allegedly transferred in reliance on fraudulent representations”
- Mancini v. Wyzik, No. CV93-0520862 S (Conn. Super. Ct., Jud. District, Hartford-New Britain at Hartford, Apr. 13, 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.”
- Cromwell 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, No. 0325871 (Jan. 15, 1991), 1991 Ct. Sup. 686, 686-687. “The plaintiff brings this action on the expressed grounds of infliction of emotional distress. It is brought in two counts, the first in intentional infliction of emotional distress and the second by reckless conduct. The factual basis alleged that the plaintiff, while employed by a business in which the defendant had a partnership interest, was seduced both physically and emotionally by him. By reason of the seduction and the promise of the defendant to divorce his wife and marry the plaintiff, she left her husband and has suffered emotional distress. The plaintiff alleged that the conduct of the defendant, having knowledge of the past medical history of the plaintiff including hospitalization and treatment for mental or emotional disorders, had intended to cause her emotional distress or alternatively he was reckless in that he knew or should have known that mental distress would be the result of his conduct.”
- 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.”
- White v. Finch, 3 Conn. Cir. 138, 141, 209 A.2d 199 (1964). “The question as to the ownership of the engagement ring is unique in this jurisdiction The Roman Law provided for the return of betrothal gifts when the parties mutually dissolve the contract and for forfeiture by the party at fault when the repudiation was unjustified The prevailing view in the United States and England follows the Roman Law in placing weight upon the fault of the parties. Hence, it has been held that where an engagement is broken owing to the fault of the donor, he may not recover the ring.”

**WEST KEY
NUMBERS:**

- *BREACH OF MARRIAGE PROMISE ACTIONS*
#13 Defenses

#24-30 Damages

- *GIFTS* #34

DIGESTS:

- ALR DIGEST: *Breach of promise*
- DOWLING'S DIGEST: *Breach of Promise*
- CONNECTICUT FAMILY LAW CITATIONS: *Premarital relationships*

ENCYCLOPEDIAS:

- 11 [C.J.S.](#) *Breach of Marriage Promise* (2008).
- 38A [C.J.S.](#) *Gifts* (2008).
 - § 40. Gifts in contemplation of marriage
 - § 41. —Gift of engagement ring
 - § 66. Revocation of conditional gift
 - § 67. —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
 - § 69. —Presumption arising from engagement
 - § 70. —Engagement rings and jewelry
 - § 71. —Effect of infancy of donee
 - § 72. Recovery based on fraud or unjust enrichment
- Elaine Marie Tomko, Annotation, *Rights In Respect Of Engagement And Courtship Presents When Marriage Does Not ensue*, 44 ALR5th 1 (1996).
- Annotation, *Measure And Elements Of Damages For Breach Of Contract To Marry*, 73 ALR2d 553 (1960).

LAW REVIEWS:

- S.G. Kopelman, *Breach of Promise to Marry: Connecticut Heart Balm Statute—Piccininni v. Hajus*, 13 CONNECTICUT LAW REVIEW 595.
 - 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

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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> , No. CV05-5000243S (J.D. Waterbury at Waterbury, Jul. 26, 2007), 44 CONN. L. RPTR 30, 37 (October 15, 2007).
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.”
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.” <i>Ibid.</i> 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.” <i>Ibid.</i> 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.” <i>Ibid.</i> 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 items 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 1978,9 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.