

# Marriage Promise Breaches

Including Legal Requirement for Returning Engagement Ring

## Terminating an Engagement, Must Return Ring



Sadly, relationships break down including engagements which are, effectively, a promise or contract to enter into marriage. While it may seem cold and rather unromantic, as the law often is, from the legal point of view, generally, the six standard contractual formation elements are established within an engagement whereas the proposal is an **Offer** to marry, the 'yes' response to a proposal is **Acceptance**, and the ring given and promise to marry given in return are bilateral **Consideration**; and accordingly, if the two persons involved are with **Capacity** to contract (meaning unintoxicated or otherwise mentally capable of entering into legally binding contracts), and do indeed have a genuine understanding and thus **Intention**, and are legally of age and are without any other **Legality** concerns, in law, it appears that a contract is formed. Furthermore, where a ring is given for the promise to marry, such is viewed in law as a 'conditional gift' per the case of *Pavan v. Laudadio*, [2013 CanLII 101049](#) at paragraph 23 which said:

I accept the evidence of the Plaintiff that the engagement ring was gifted to the Defendant in contemplation of marriage. It was a conditional gift, conditional upon marriage of the parties. The engagement was subsequently broken off and the planned June 2010 wedding did not take place. The parties never married. The condition upon which the gift was made was never fulfilled. Fault is irrelevant to my findings.

In addition to the common law principles applicable to a ring as a 'conditional gift', such was codified by statute law within [section 33](#) of the *Marriage Act*, [R.S.O. 1990, c. M.3](#) which states:

Recovery of Gifts Made in Contemplation of Marriage

33 Where one person makes a gift to another in contemplation of or conditional upon their marriage to each other and the marriage fails to take place or is abandoned, the question of whether or not the failure or abandonment was caused by or was the fault of the donor shall not be considered in determining the right of the donor to recover the gift.

Furthermore, as stated in the *Pavan* case as well as the *Marriage Act*, fault for the breakdown of the relationship and termination of the engagement is irrelevant; accordingly, if someone 'cheated' or if the relationship became abusive, or if there was any other form of perceived fault or blame, the law is disinterested and disallows such as a reason to avoid return of the engagement ring. Accordingly, the requirement to return an engagement ring, being the 'conditional gift', appears as absolute.

### Summary Comment

The common law and the statute law are clear. An engagement ring is a conditional gift that must be returned, regardless of who is at fault for the relationship breakdown, upon termination of an engagement.