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Death Before 'I Do': Does Grieving Fiancée Have to Relinquish Engagement Ring?

Simply put, holding that a fiancé's death is akin to the voluntary termination of an engagement defies logic, and does not comport with the traditional and historical view concerning the symbolic nature of an engagement ring.

By Janie Byalik

We know how the story goes: Boy meets girl. Boy likes girl. Boy and girl date. Boy proposes to girl. But now a twist in the story—before boy and girl could walk down the aisle, pronounce their "I do's" and live happily ever after, boy dies. And his estate files a lawsuit against girl to recover the engagement ring gifted to her.

In this particular instance, it was no ordinary engagement ring. It was a 4-carat princess cut $265,000 Harry Winston diamond engagement ring. It was also no ordinary estate, but the estate of an extremely wealthy and prominent businessman, which, at the time of the deceased fiancé's death, was valued somewhere in the neighborhood of $100 million to $150 million.

The estate filed an action in the Bergen County Chancery Division to recover the costly engagement ring from the deceased's former fiancée. Following a four-day bench trial, Judge Edward A. Jerejian determined, based on the overwhelming evidence in the record, that the engagement ring—typically considered a conditional gift—in this particular instance was unconditional, notwithstanding that the parties' engagement had terminated during the decedent's lifetime. After hearing testimony from multiple witnesses and reviewing extensive documentary evidence, the trial court determined that it was the deceased's clear intent that his fiancée retain possession of the ring, irrespective of whether the two would be wed.

As the four days of trial in this case demonstrated, the burden upon the surviving fiancée to prove an unconditional gift is not an easy one, as New Jersey's Dead Man's statute imposes a clear and convincing standard instead of the typical preponderance standard when reliance is placed on the statements of a deceased. Luckily in this case, substantial record evidence allowed the trial court to ascertain the decedent's intent;

others in her position may not be so fortunate.

Although ultimately not relevant to the court's disposition in this case, a novel and thought-provoking issue came to light, one that no appellate court in New Jersey has yet addressed—what if the parties had not terminated their engagement but instead remained engaged until the decedent's death? In that event, should a fianceé be required to surrender the engagement ring to the decedent's estate? Put differently, the unresolved question is whether the conditional gift of an engagement ring—typically required to

be returned to the donor when a marriage does not ensue because of a breakup—applies in circumstances where marriage is rendered impossible by the death of the donor.

New Jersey law concerning engagement rings—in the typical context of termination of an engagement—is well settled. In *Aronow v. Silver*, 223 N.J. Super. 344, 347 (Ch. Div. 1987), the seminal case on the subject, the court held that an engagement ring is considered a conditional gift—conditioned upon the marriage—and when the promise of marriage is not kept, regardless of fault, the ring must be returned to the donor. The court in *Aronow* joined those jurisdictions that dispensed with the fault requirement and held that one need not demonstrate that the engagement was justifiably broken in order to recover possession of the ring.

The court in *Aronow* and its progeny have noted that fault is an amorphous concept because in many instances it is impossible to determine what justifies breaking of an engagement. The no-fault approach saves the courts from answering those difficult questions; as one commentator notes, "the law should not investigate the 'murky depths' of lost love, defeated aspirations and jilted parties." The no-fault rule was adopted in large measure because it provides a level of predictability and efficiency by drawing a bright-line rule when an

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engagement ring must be returned in cases of a broken engagement.

As *Aronow* and the subsequent case-law demonstrates, however, the rationale for the return of the ring appears to be more than just the condition not being fulfilled; it is that the promise of marriage was not kept, i.e., the engagement was broken. The notion that an engagement affirmatively must be terminated—by the unilateral act of one party or by mutual consent of both parties—as a necessary prerequisite to trigger the return of the ring, is deeply rooted in this state's law, and virtually every case on the subject concerns an affirmative breaking of the engagement. Indeed, in *Aronow*, the woman cancelled the parties' engagement three times, each time returned the engagement ring and then recanted. On the fourth time, just days before the marriage ceremony, the engagement was broken irretrievably. The court in *Aronow* said the engagement ring is a "conditional gift" that must be returned, but the context was "the promise of the marriage was not kept."

An earlier decision in *Albanese v. Indelicato*, 25 N.J. Misc. 144 (D. Ct. 1947), upon which the *Aronow* court relied, stated that: "An engagement ring is a symbol or pledge of the coming marriage and signifies that the one who wears it is engaged to marry the man who gave it to her. If the engagement is broken off, the ring should be returned since it is a conditional gift. True, no express condition was imposed, but the law implies a condition because of the symbolic significance of the ring." In *Albanese*, the engagement had also been broken.

The law in New Jersey is, thus, well-settled in the context where two people, who are both still living, end their engagement. What is not settled, however, is a case

where neither party affirmatively breaks the engagement nor is the engagement dissolved by mutual consent but rather, the donor of the ring dies, rendering the "condition"—i.e., the marriage—impossible. Only one Chancery Court has been confronted with the issue, and has concluded, wrongly I would submit, that if the marriage does not take place, even as a consequence of death, the ring must be returned." *See Goldstein v. Bello*, 2016 WL 9781789, at *4 (N.J. Super. Ct. Law Div. Oct. 31, 2016). The few other jurisdictions that have opined on the issue (all of which follow the same no-fault rule as New Jersey) have taken the opposite, and what I would deem the correct view—that if a donor or donee dies prior to the marriage, the ring need not be returned because the engagement was never broken. *See Urbanus v. Burns*, 20 N.E. 2d 869, 871 (Ill. App. Ct. 1939); *In re Estate of Lowe*, 379 N.W.2d 485, 487 (Mich. Ct. App. 1985); *Cohen v. Bayside Fed. Sav. & Loan Assoc.*, 309 N.Y.S.2d 980, 983 (Sup. Ct. 1970)).

Should the general rule concerning engagement rings apply indiscriminately regardless of whether an engagement was terminated or one fiancé dies prior to the wedding? Does impossibility of a condition precedent merit consideration when assessing ownership of the conditional gift? Do principles of justice and equity come into play? Equal application of the general proposition that "an engagement ring is a conditional gift" would effectively condone prying a ring off the finger of a bride who, while walking down the aisle, tragically loses her fiancé at the altar before they pronounce the words "I do." That is not, I would submit, the kind of policy that our state's judiciary should want to advance.

The courts' treatment of engagement rings, in New Jersey and other jurisdictions, is typically informed by the significance of the ring and what it represents: a pledge to marry. When that pledge or agreement is broken, irrespective by whom or why (i.e., no-fault), logic would dictate that the ring must be returned. That certainly makes sense from a policy perspective because it comports with the theory of both conditional gifts and unjust enrichment. The result should not be the same when the pledge or agreement is not broken by either party, but rather, marriage has been rendered impossible by the donor's death.

Courts have always carved out special rules for engagement rings rather than treat them as ordinary business transactions, and have embedded the symbolic nature of the engagement ring into the rule requiring the return of the ring when an engagement terminates. The policy rationale behind that rule is not served by applying it to situations where a donor's death prevented the marriage. Even under ordinary business contract principles, impossibility of performance due to the death of a particular person necessary for performance of a duty discharges an obligor's duty to perform.

Permitting a recipient to keep the engagement ring upon the death of a donor also does not interfere with the policy behind the no-fault rule and preserves the stability, predictability, and bright-line nature of the rule. Simply put, holding that a fiancé's death is akin to the voluntary termination of an engagement defies logic, and does not comport with the traditional and historical view concerning the symbolic nature of an engagement ring.

The takeaway from the Chancery trial is this—until there exists clear guidance, preferably from the Supreme Court, concerning the effect of death on the conditional nature of an engagement ring, one who desires his betrothed to retain possession of the engagement ring should death tragically befall him before the wedding, should set forth those intentions clearly, preferably in writing, to defeat any future action by the estate to recover that ring.

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