

**Research and Writing 1
Spring 2006
Final Exam**

*OLSON
Legge Research*

Instructions: Write your social security number and the name of your Research and Writing Professor on each bluebook you use. Number your bluebooks.

Question 1 (25 points; 30 minutes): Read the attached memorandum on the Stevens engagement ring dispute. Write a research plan that indicates the steps you would take to research this issue.

Question 2 (75 points; 2.5 hours): Using the attached authorities, write **ONLY THE ISSUE AND DISCUSSION SECTIONS** of a predictive office memo to the senior partner that answers the question presented. Note that you will need to use judgment about which authorities in the packet you should cite in the memo.

TO: Law Clerk
FROM: Senior Partner
RE: Stevens engagement ring dispute
DATE: March 31, 2006

We represent Mr. Daniel Stevens in a dispute with his former fiancée, Ms. Adrienne Harbour, over an engagement ring. Daniel and Adrienne terminated their three year engagement this past January and Adrienne has since refused Daniel's repeated requests to return the ring.

The history of the couple's relationship is as follows. Daniel and Adrienne were in their early 30s when they began dating in October, 2002. At that time both worked for highly successful software companies in Boston. They quickly became inseparable and on December 24, 2002, Daniel surprised Adrienne with a marriage proposal and a very expensive engagement ring. (Although at the time of purchase the ring cost in excess of \$20,000, Daniel felt comfortable with the outlay because of his rapid advancement at his company and the skyrocketing value of his company stock.) Adrienne immediately accepted; in February of 2003, she began cohabiting with Daniel in a house in a fashionable suburb that they rented jointly. Daniel and Adrienne had both been previously married and—according to Daniel—although they wanted a permanent relationship neither was in a particular hurry to set a wedding date.

Unfortunately, a downturn in the software industry hit Daniel and Adrienne. In 2004, both were downsized from their respective companies. Since then they have struggled through a succession of jobs with short-lived companies and independent-contract work (although Adrienne has fared somewhat better than Daniel). The couple has long since left the luxurious house that they rented and has been living in a much more modest apartment for the last couple of years.

In spite of these difficulties, they remained engaged and Adrienne continued to proudly display her ring. The couple rarely talked about wedding plans, but Daniel says that given their general attitude toward marriage and the tumult affecting their professional lives, that was understandable. He says that except for the stress of their respective job situations, they continued to get along well.

However, during the spring of 2005, Daniel said that Adrienne frequently appeared to be distracted or preoccupied when they were together. He says that at the time he thought it was just another phase of the "job situation." But one evening in July, Adrienne came home from work and offhandedly said, "Well, I've found a great job and I'm moving to Cleveland." Daniel says that he was dumfounded by her declaration. He responded, "What about us?!" and says that Adrienne only shrugged in response. Daniel then said, "So I guess that means the engagement's over." Adrienne responded, "If that's

what you want.” Daniel says that although he did not really want to break up, he felt so angry and betrayed that he said, “Damn right that’s what I want!” and left the apartment.

Adrienne moved out shortly after this altercation and did indeed move to Cleveland. She and Daniel have spoken “a couple of times” by phone since then. Daniel says that in these conversations he has tried to persuade Adrienne to either get back together with him or return the engagement ring, but she has refused to do either. Daniel has pressed Adrienne for reasons that she made such a precipitous decision about their relationship, but she had said only that she “doesn’t want to discuss it.”

Daniel says that he has finally accepted that the relationship is over and now just wants the engagement ring back. His job and financial situation are still somewhat unstable and he says that the ring—or rather the proceeds from its sale—would really help him out.

I want you to analyze whether, under Massachusetts law, Mr. Stevens is entitled to have the engagement ring returned to him.

Gifts

John R. Kennel, J.D. of the National Legal Research Group
VIII. Revocation; Conditional Gifts [§§ 71-79]
A. Inter Vivos Gifts [§§ 71-77]

[Topic Summary](#) [Correlation Table](#) [References](#)

§ 75. Gifts in contemplation of marriage--Engagement rings and jewelry

Unless some contrary intent has been expressed, an engagement ring is, by its very nature, a conditional gift given in contemplation of marriage.[FN14] A gift of an engagement ring therefore is, as a general rule, subject to an implied condition requiring its return if the marriage does not take place; this rule pertains in particular where the engagement has been cancelled by agreement or broken by the donee,[FN15] but the rule also may be applied without regard to fault.[FN16]

Observation:

An engagement ring given by a person to his or her fiance becomes unconditionally the property of the donee upon marriage, and is not marital property upon dissolution of the marriage.[FN17]

A donor who has unjustifiably broken the engagement may be precluded from recovering the engagement ring.[FN18] Moreover, public policy considerations may bar an action for recovery of an engagement ring where one of the parties to the proposed marriage is already married.[FN19]

Supreme Judicial Court of Massachusetts, Middlesex.
George DE CICCIO

v.

E. Adele BARKER.

Argued Feb. 3, 1959.

Decided June 26, 1959.

Action to recover engagement rings given by plaintiff to defendant in contemplation of marriage. The Superior Court dismissed the bill, and plaintiff appealed. The Supreme Judicial Court, Williams, J., held that suit was not one to recover, either directly or indirectly, for breach of contract to marry but was one to obtain, on established equitable principles, restitution of property held on condition which defendant was unwilling to fulfill, and that statute proscribing suits for breach of contract to marry was no bar to maintenance of suit.
Decree accordingly.

West Headnotes

Statute did not abolish all rights of action based upon breach of promise to marry, and proceeding may be maintained which, although occasioned by breach of contract to marry, and in a sense based upon breach, is not brought to recover for breach itself; disapproving Thibault v. Lalumiere, 318 Mass. 72, 60 N.E.2d 349, 158 A.L.R. 613; M.G.L.A. c. 207, § 47A.




*457 **534 Stuart R. Plumer, Boston, for plaintiff.
Julius H. Soble, Boston, for defendant.


Before WILKINS, C. J., and RONAN, SPALDING, WILLIAMS and CUTTER, JJ.

WILLIAMS, Justice.

In this suit in equity the plaintiff seeks to obtain from the defendant the return of six engagement rings given by him to her in contemplation of marriage. The defendant demurred to the plaintiff's bill on the ground that the suit was prohibited by G.L. c. 207, § 47A. The demurrer was overruled by interlocutory decree and the defendant appealed. She then answered **535 and made counterclaim for the return by the plaintiff of two rings given to him by her. The case was referred to a master who reported the following facts. The parties met in December, 1952. The plaintiff was then married. In February, 1954, his wife became *458 'very' ill and was hospitalized. He discussed with the defendant the possibility of marriage if his wife died. In March they picked out a six carat diamond ring which the plaintiff purchased and gave to the defendant. He also gave her at some time three other rings. His wife died on April 6. About May 3 the defendant gave the plaintiff a 'man's diamond ring * * * in contemplation of marriage, and as an engagement ring.' The plaintiff negotiated for the purchase of a house which the defendant had selected and they installed there a quantity of her furniture and numerous articles purchased by him as gifts for her. At some time between the wife's death and the following November the parties had agreed to marry. In January, 1955, the defendant broke the engagement without 'adequate cause' or 'fault' on the part of the plaintiff. The master found that the six carat diamond ring was given by the plaintiff to the defendant as an 'engagement ring * * * upon the implied condition that the parties would be married when and if his wife died' and that the other rings given by him were 'absolute gifts.' The master's report was confirmed and a final decree entered dismissing both the

plaintiff's bill and the defendant's counterclaim. The plaintiff appealed.

[1]  [2]  [3]  It is generally held that an engagement ring is in the nature of a pledge, given on the implied condition that the marriage shall take place. If the contract to marry is terminated without fault on the part of the donor he may recover the ring. Gikas v. Nicholis, 96 N.H. 177, 71 A.2d 785, 24 A.L.R.2d 576; Priebe v. Sinclair, 90 Cal.App.2d 79, 202 P.2d 577. See 24 A.L.R.2d 579. General Laws c. 207, § 47A, on which the defendant relies, was inserted by St.1938, c. 350, § 1. It provides that 'Breach of contract to marry shall not constitute an injury or wrong recognized by law, and no action, suit or proceeding shall be maintained therefor.' Its title, 'An Act abolishing causes of action for breach of contract to marry, with a view to preserving the marriage institution and protecting the public morals,' is indicative of its purpose. See 33 Mich.L.Rev. 979. We held in Thibault v. Lalumiere, 318 Mass. 72, 60 N.E.2d 349, 158 A.L.R. 613, that after breach ***459** of such a contract a woman could not maintain an action in tort to recover damages for embraces and caresses to which she had submitted during the engagement. The present suit is different in character. It is a proceeding not to recover damages either directly or indirectly for breach of the contract to marry but to obtain on established equitable principles restitution of property held on a condition which the defendant was unwilling to fulfil. It seeks to prevent unjust enrichment. Authority for the maintenance of such a suit is found in the Restatement: Restitution, § 58, and in the judicial decisions in other States having statutes similar to § 47A. Gikas v. Nicholis, 96 N.H. 177, 71 A.2d 785, 24 A.L.R.2d 576; Pavlicic v. Vogtsberger, 390 Pa. 502, 136 A.2d 127. See 29 Cornell L.Q. 401. We think it is not the kind of suit which the Legislature intended to abolish and that the plaintiff is entitled to recover his engagement ring.

[4]  It was said in the Thibault opinion that § 47A 'abolished any right of action, whatever its from, that was based' [318 Mass. 72, 60 N.E.2d 351] upon breach of promise. Further consideration leads us to think that the statement was too inclusive and that a proceeding may be maintained which although occasioned by breach of contract to marry, and in a sense based upon the breach, is not as was the action in the Thibault case brought to recover for the breach itself. The interlocutory decree overruling the defendant's demurrer is affirmed. The final decree is reversed in so far as it provides ****536** for the dismissal of the plaintiff's bill and is affirmed as to the dismissal of the defendant's counterclaim. A new final decree is to be entered providing that the defendant deliver to the plaintiff the six carat diamond engagement ring.

So ordered.

Mass. 1959

DE CICCIO v. BARKER

339 Mass. 457, 159 N.E.2d 534

END OF DOCUMENT

FOR EDUCATIONAL USE ONLY

Not Reported in N.E.2d, 3 Mass.L.Rptr. 265, 1995 WL 809499 (Mass.Super.)

Superior Court of Massachusetts.

Maria POIRIER

v.

Walter RAAD.

No. 93-0676.

Jan. 4, 1995.

MEMORANDUM OF DECISION AND ORDER ON PLAINTIFF'S MOTION FOR PARTIAL
SUMMARY
JUDGMENT ON DEFENDANT'S COUNTERCLAIM

TOOMEY, Judge.

INTRODUCTION

*1 This action arises out of the termination of the parties' three-year relationship during which both parties cohabited in plaintiff's home. The relationship ended in 1992, when defendant vacated the residence. Plaintiff seeks to recover certain personalty which she alleges defendant wrongfully removed from her residence. Plaintiff further seeks to recover compensation for personal services she allegedly rendered to defendant and to recover monies defendant allegedly wrongfully removed from their joint bank accounts. Defendant has asserted counterclaims against plaintiff. In Count III, defendant seeks return of an engagement ring he gave to plaintiff. In Count IV, defendant asserts that he contributed substantial sums of money and labor to maintain and improve plaintiff's residence, for which contributions he seeks to recover the reasonable value of his services, viz, \$20,000.

Plaintiff, defendant in counterclaim, now seeks summary judgment on Counts III and IV of defendant's, plaintiff in counterclaim's, counterclaim. A hearing was held on December 2, 1994, and both parties have submitted memoranda and affidavits. For the reasons set forth below, plaintiff's, defendant in counterclaim's, motion for summary judgment is Allowed as to Count IV and Denied as to Count III.

BACKGROUND

Maria and Walter [FN1] resided together in Maria's home from May 1989 until July 21, 1992. Maria had held title to the premises in her own name since 1971. At some point, tensions arose between the parties and on July 21, 1992, without prior notice to Maria, Walter vacated the premises. Walter asserts that, before he moved into the residence, the parties agreed to divide evenly the household expenses. Walter further asserts that he provided substantial materials, labor, and money toward maintaining and improving the residence, based on his understanding that the parties would be married. Walter alleges that the reasonable value of his services is \$20,000.

FN1. Hereinafter, reference to the parties will be by their given names, not because of disrespect, but to render this memorandum a bit more comprehensible.

In answers to interrogatories Walter admitted that there was no final agreement regarding the work to be performed or any compensation to be paid. Walter stated that all such work was "done in anticipation and to the end of our living together for the rest of our lives as husband and wife." In his affidavit dated October 13, 1994, Walter repeated that all of the work was done with the understanding and upon the belief that the parties were to be married. Walter further averred that he would not have done the work had he known they would not be married.

On or about August 20, 1989, Walter gave Maria an emerald engagement ring. [FN2]

Walter contends that he gave Maria the emerald ring, as well as other jewelry, on the condition that the parties would be married. Maria counters that there was no concrete agreement between the parties to marry, and bases her argument on Walter's deposition testimony that the parties had not planned their wedding. Walter testified in his deposition that Maria's attitude varied and sometimes she talked about marriage and sometimes she said they would not be married.

FN2. Plaintiff does not dispute the characterization of the ring as an engagement ring.

*2 It is undisputed that, if an engagement did in fact exist, Walter terminated that engagement. Walter asserts that he terminated the relationship because of Maria's untoward behavior and alcohol abuse.

DISCUSSION

B. Engagement Ring (Count III)

Where a ring is given in contemplation of marriage, it may be a gift in the nature of a pledge, given upon the implied condition that the marriage occurs. DeCicco v. Barker, 339 Mass. 457, 458 (1959). Where an engagement is terminated without the fault of the donor, he may recover the ring. *Id.* In the case at bar, Maria asserts that Walter may not recover the ring because he terminated the engagement. Such a broad rule may not be extracted from *DeCicco*: The person who terminates an engagement is not necessarily "at fault." Some engagements may be terminated by mutual agreement. Some engagements may be terminated by one party because of the other party's improper behavior, as Walter asserts occurred in the present case. Walter has established the existence of a genuine issue of material fact as to whether he was at fault in the termination of the engagement and, therefore, summary judgment on Count III of the counterclaim must be denied.

ORDER

*4 It is, therefore, ORDERED that Maria's motion for partial summary judgment is ALLOWED as to Count IV and DENIED as to Count III of Walter's counterclaim. Mass.Super.,1995.

Poirier v. Raad

Not Reported in N.E.2d, 3 Mass.L.Rptr. 265, 1995 WL 809499 (Mass.Super.)

END OF DOCUMENT

Briefs and Other Related Documents

Court of Appeals of Texas,
Austin.
Michael CURTIS, Appellant,
v.
Michele ANDERSON, Appellee.
No. 03-02-00302-CV.
April 10, 2003.
Rehearing Overruled May 22, 2003.

Former fiance brought action against former fiancée for breach of oral agreement and conversion, seeking to recover engagement ring. The County Court at Law No. 1, Travis County, J. David Phillips, J., entered summary judgment for fiancée. Fiance appealed. The Court of Appeals, Lee Yeakel, J., held that: (1) as matter of first impression, couple's agreement that fiancée would return ring if marriage did not occur had to be in writing to be enforceable; (2) as a matter of first impression, fiance, as defaulting party, was not entitled to return of ring under conditional-gift rule; and (3) absent ownership or superior right to possession of the ring, former fiance could not recover for conversion. Affirmed.

When an agreement between an engaged couple as to the disposition of engagement gifts is not in writing, any dispute arising over ownership when the engagement is broken is subject to the fault-based conditional-gift rule. V.T.C.A., Family Code § 1.108.
***252** Rory F. Sewell, Thompson & Knight, L.L.P., Austin, for appellant.
Samuel E. Bassett, Minton, Burton, Foster & Collins, PC, Austin, for appellee.

Before Justices KIDD, B.A. SMITH, and YEAKE.

***253 OPINION**

LEE YEAKE, Justice.

This is an appeal from a summary judgment in a suit brought by appellant Michael Curtis to recover a diamond ring from appellee Michele Anderson after Curtis terminated the couple's engagement. Curtis sued for breach of an oral agreement and conversion, and the trial court granted Anderson a summary judgment. Curtis appeals arguing that Anderson was not entitled to summary judgment because the ring was a conditional gift, and Anderson's possession of the ring became an unlawful conversion when Anderson refused to return the ring. We will affirm the judgment of the trial court.

FACTUAL BACKGROUND

In the summer of 2000, Curtis and Anderson became engaged to be married. Curtis gave Anderson a ring. Approximately six or eight weeks later, the engagement ended. Anderson refused to return the ring to Curtis. Curtis alleges that at the time that he gave her the ring, Anderson agreed that if the wedding was called off she would return the ring.


The only summary judgment evidence before the trial court were excerpts from Curtis's deposition. Concerning the agreement to return the ring, Curtis testified that "we had a mutual understanding that I clearly stated and she accepted that if I did not--if we did not become married that I would retain-- retain the stone." He admitted that the "mutual understanding" was not reduced to writing. When asked who "broke off the engagement,"

he testified, "I did.... I did it for several reasons. One is that I felt like she had some sexual hang-ups. I felt that she had some previous general issues with men, and she also had a very volatile temper." Based on this record, the trial court granted summary judgment in favor of Anderson.

DISCUSSION

Anderson's sole ground for seeking summary judgment was that Curtis could not prevail because the statute of frauds prohibits the enforcement of any alleged oral agreement concerning return of the ring. See Tex. Fam.Code Ann. § 1.108 (West 1998). Curtis argues by his first issue that the statute of frauds is not applicable; he claims the case is governed instead by the conditional-gift rule. According to Curtis, the ring was a conditional gift, and because the contingent condition of marriage was not met, the gift was not completed and the ring should be returned to him. In his second issue, he contends that he presented sufficient evidence to establish the elements of a tort claim for conversion.

Conditional-Gift Rule

[5]  In the absence of an enforceable agreement, we turn to the conditional-gift rule. Although we agree that the conditional-gift rule applies in this case, it does not operate in Curtis's favor. As applied by Texas courts, the rule contains an element of fault. Texas courts have held that the rule operates to require that the ring be returned to the donor if the donee is at fault in terminating the engagement. See McLain v. Gilliam, 389 S.W.2d 131 (Tex.Civ.App.-Eastland 1965, writ ref'd n.r.e.); Shaw v. Christie, 160 S.W.2d 989 (Tex.Civ.App.-Beaumont 1942, no writ). [FN2] The court in McLain expressed the rule as follows:

FN2. See also Ludeau v. Phoenix Ins. Co., 204 S.W.2d 1008 (Tex.Civ.App.-Galveston 1947, writ ref'd n.r.e.); Anderson v. Goins, 187.W.2d 415 (Tex.Civ.App.-Eastland 1945, no writ); Hill v. Thomas, 140 S.W.2d 875 (Tex.Civ.App.-Beaumont 1940, writ dism'd).

A gift to a person to whom the donor is engaged to be married, made in contemplation of marriage, although absolute in form, is conditional; and on breach of the marriage engagement by the donee the property may be recovered by the donor. 389 S.W.2d at 132.

In this case, Curtis as donor judicially admitted to terminating the engagement. He does not contend that Anderson was at fault in ending the engagement. His only complaint about Anderson was her refusal to return the ring after he terminated their relationship. When asked in his deposition why he terminated the engagement, he vaguely complained about Anderson's "hang ups" and her temper. He made no attempt to justify his action and unequivocally admitted the decision to end the engagement was his. Thus, this case involves the opposite situation than that involved in McLain and Shaw: here, the *donor* was responsible for breaching the promise to marry.

This is a case of first impression in Texas. We have found no Texas case in which the *donor* was responsible for terminating the engagement. We have examined cases in other jurisdictions, and it appears that most courts apply a conditional-gift rule in adjudicating ownership of engagement gifts when the marriage fails to occur. [FN3] However, there is a split of authority over injecting the issue fault into the rule.

FN3. See generally Barbara Frazier, Comment, "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. Matrimonial Law 419 (2001); Brian L. Kruckenberg, Comment, "I Don't": Determining Ownership of the Engagement Ring When the Engagement Terminates, 37 Washburn L.J. 425 (1998); Elaine Marie Tomko, Annotation, Rights in Respect of

Engagement and Courtship Presents When Marriage Does Not Ensnue, 44 A.L.R. 5th 1 (1996).


Some jurisdictions that have considered similar situations have allowed the donee to keep the engagement gift if the donor terminates the engagement. [FN4] One court articulated its reasoning as follows:

FN4. Hahn v. United States, 535 F.Supp. 132 (D.S.D.1982); Simonian v. Donoian, 96 Cal.App.2d 259, 215 P.2d 119 (1950); White v. Finch, 3 Conn.Cir.Ct. 138, 209 A.2d 199 (1964); Schultz v. Duitz, 253 Ky. 135, 69 S.W.2d 27 (1934); Spinnell v. Quigley, 56 Wash.App. 799, 785 P.2d 1149 (1990); see also Hooven v. Quintana, 44 Colo.App. 395, 618 P.2d 702 (1980); Beberman v. Segal, 6 N.J.Super. 472, 69 A.2d 587 (1949).

On principle, an engagement ring is given, not alone as a symbol of the status of *256 the two persons engaged, the one to the other, but as a symbol or token of their pledge and agreement to marry. As such pledge or gift, the condition is implied that if both parties abandon the projected marriage, the sole cause of the gift, it should be returned. Similarly, if the woman, who has received the ring in token of her promise, unjustifiably breaks her promise, it should be returned. When the converse situation occurs, and the giver of the ring, betokening his promise, violates his word, it would seem that a similar result should follow, i.e., he should lose, not gain, rights to the ring. In addition, had he not broken his promise, the marriage would follow, and the ring would become the wife's absolutely. The man could not then recover the ring. The only difference between that situation and the facts at bar, is that the man has broken his promise.

Spinnell v. Quigley, 56 Wash.App. 799, 785 P.2d 1149, 1150 (1990) (citing Mate v. Abrahams, 62 A.2d 754, 754-55 (N.J. County Ct.1948)).

Others apply the conditional-gift rule without considering fault. Courts adopting this no-fault approach reason that (1) it is practically impossible for courts to determine "fault" in the break-up of an engagement or whether a particular break-up was justified; (2) engagements are meant to be a period of evaluation, and a party should not be penalized for ending a doomed relationship; and (3) the underlying public policy favoring no-fault divorces should also apply to engagements. See, e.g., Fierro v. Hoel, 465 N.W.2d 669 (Iowa Ct.App.1990); Heiman v. Parrish, 262 Kan. 926, 942 P.2d 631 (1997); Benassi v. Back & Neck Pain Clinic, Inc., 629 N.W.2d 475 (Minn.Ct.App.2001); Albinger v. Harris, 310 Mont. 27, 48 P.3d 711 (2002); Aronow v. Silver, 223 N.J.Super. 344, 538 A.2d 851, 853 (1987) ("The fault rule is sexist and archaic, a too-long enduring reminder of the times when even the law discriminated against women."); Vigil v. Haber, 119 N.M. 9, 888 P.2d 455 (N.M.1994); Gagliardo v. Clemente, 180 A.D.2d 551, 580 N.Y.S.2d 278 (1992); McIntire v. Raukhorst, 65 Ohio App.3d 728, 585 N.E.2d 456 (1984); Brown v. Thomas, 127 Wis.2d 318, 379 N.W.2d 868 (1985).

[6]  Texas courts, including this Court, [FN5] have applied the fault-based conditional-gift rule when a donee breaks the engagement. We believe that the same rule should apply when the donor defaults. We hold that absent a written agreement a donor is not entitled to the return of an engagement ring if he terminates the engagement.

FN5. See Dyess v. Fagerberg, No. 03-93-00148-CV (Tex.App.-Austin Sept. 28, 1994, no writ) (not designated for publication); McLain v. Gilliam, 389 S.W.2d 131 (Tex.Civ.App.-Eastland 1965, writ ref'd n.r.e.); Shaw v. Christie, 160 S.W.2d 989 (Tex.Civ.App.-Beaumont 1942, no writ).

M.G.L.A. 207 § 47A

Massachusetts General Laws Annotated Currentness

Part II. Real and Personal Property and Domestic Relations (Ch. 183-210)

Title III. Domestic Relations (Ch. 207-210)

☞ Chapter 207. Marriage (Refs & Annos)

☞ Breach of Contract to Marry Not Actionable (Refs & Annos)

+++ CURRENT VERSION +++

VIEW ALL VERSIONS

⇒ **§ 47A. Abolition of right**

Breach of contract to marry shall not constitute an injury or wrong recognized by law, and no action, suit or proceeding shall be maintained therefor.

CREDIT(S)

Added by St.1938, c. 350, § 1.

HISTORICAL AND STATUTORY NOTES


1998 Main Volume

St.1938, c. 350, § 1, was approved May 24, 1938.

Section 3 of St.1938, c. 350, provides:

"This act shall become effective on September first of the current year, but shall not affect any action to recover damages for breach of contract to marry which shall have been commenced prior to said date, nor shall it affect any other cause of action to recover damages as aforesaid which shall have accrued prior to said date if action to recover the same is commenced prior to the expiration of ninety days after said date, nor shall it affect any cause of action accruing on or after said date to recover damages for breach of any contract to marry entered into prior to said date if action to recover the same is commenced prior to the expiration of ninety days after the accrual of the cause of action."

CONCLUSION

[10]  We hold that when an agreement between an engaged couple as to the disposition of engagement gifts is not in writing, any dispute arising over ownership when the engagement is broken is subject to the fault-based conditional-gift rule. We affirm the summary judgment granted by the trial court.

Tex.App.-Austin,2003.

Curtis v. Anderson

106 S.W.3d 251