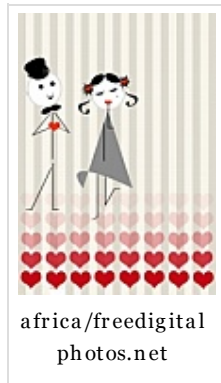


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## Ring In Valentine's Day; Who gets the Ring if things go Wrong?

Valentine's Day is one of the most popular days to get engaged! Along with Christmas and New Year's Day is the holiday for popping the question. But who gets the RING if things don't pan out?



In Mississippi, the ring is a pre-marriage gift. It can be argued that the ring is actually a conditional contractual obligation. **How Romantic!**

Here's the scenario. An offer of marriage is proposed and a ring given in exchange for a "Yes," he marries. So long as both parties uphold their end; the fellow gives the ring and the lady marries the fellow. At this point the contract is fulfilled and the ring is now the property of the lady. But what if they were only married for a minute? Well, if they married the contract is fulfilled. There could be exceptions due to fraud or overreaching, but these are not typical.

The chancellor properly concluded that the **engagement ring** was a gift from [the fellow] to [the lady] and necessarily predated the marriage of the parties. Thus, it was an asset brought by [the lady] into the marriage and was not a marital asset subject to equitable division. *MacDonald v. MacDonald*, 698 So.2d 1079 (¶ 11). It was, therefore, beyond the chancellor's authority to order [the lady] to return possession of that ring. [The fellow] and his refusal to do so cannot constitute reversible error on appeal. *Neville v. Neville*, 734 So.2d 1079 (Ms.App. 1997).

What if she backs out prior to the marriage? He may get the ring back...unless it was his fault. No trickery. How does one determine whose fault it is? This is a factual determination and for the Judge to decide. It is an event that it winds up in Court.

This is the argument. The ring given was given in consideration of the promise of a marital contract. If the marriage did take place the wife keeps even in divorce, absent fraud or overreaching. However, if the ring was given in contemplation of and in consideration for the marriage and then the "marriage" never materialized, the fellow is entitled to the ring.

Want to be safe, legally speaking anyway? Then make your marriage proposal contingent, as follows:

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"Dearest One,

I love you and desire to marry you. As a symbol of same, I am making a wholly contingent offer ring, of significant monetary and sentimental value, but a likewise sizable lien against same, in your promise to marry me. In the event that we do NOT get married, then said ring shall be returned to the same condition as presented, or alternatively you may elect to assume said lien, in full, for said ring and indemnify and defend me from any liability thereon. 'Will you accept this rose?'" \*(a paraphrase of colleague J. Kitchens)

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*Matthew Thompson is a family law attorney that you can engage in the event you need a divorce, and above contingent marriage proposal, you just might!*

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You may also contact Matthew with your family law case, question or concern at (601) 850-8000 or [Matthew@wmtlawfirm.com](mailto:Matthew@wmtlawfirm.com).

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