



## The wedding is off, and who is at fault? Let the court decide!

In the case of a broken engagement, who gets to keep the rings? This was the question the Massachusetts Appeals Court recently addressed in *Johnson v. Settino*, 103 Mass. App. Ct. 291 (2023).

In *Johnson*, the plaintiff had given his fiancé a \$70,000 engagement ring and purchased two wedding bands. After he broke off the engagement, and his now ex-fiancé refused to return the rings, he filed a lawsuit to get them back.

The Superior Court judge heard testimony from both parties. The plaintiff claimed that he was subject to verbal abuse and insults by his then-fiancé and, during one particularly heated argument, she said, "I'm a good-looking woman. I can get a man whenever I want." This

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prompted the plaintiff to search her cell phone, where he found a text message and voicemail that suggested infidelity on her part, which she denied. Shortly thereafter, plaintiff ended the engagement.

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### Firm News

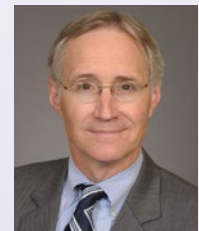


Will Cosmas

A warm welcome to our new partner, Will Cosmas! A business litigator, Will advises companies and individuals in complex business disputes.



Marc Laredo



Mark Smith

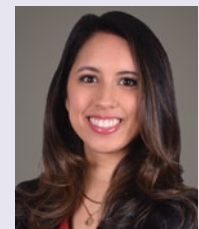


Payal Salsburg

Marc Laredo, Mark Smith, and Payal Salsburg are named to the annual Best Lawyers List.



Brendan Cox



Jessica Conklin

Marc Laredo, Mark Smith, Payal Salsburg, Brendan Cox, and Jessica Conklin are named to *Boston Magazine's* Top Lawyers List.

Payal Salsburg is named to the Boston Bar Association's Governing Council.

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The Superior Court judge then was left with the unenviable task of determining who was at fault for breaking the contract to marry. The judge ruled that the plaintiff was mistaken in his belief that his now ex-fiancé was having an affair and thus was at fault for the parties' separation. Therefore, the ex-fiancé was entitled to keep the engagement ring and one of the wedding bands.

The Appeals Court reversed and ordered that the rings be returned to the plaintiff. The Appeals Court held that the lower court had erroneously assigned fault to the plaintiff by focusing on whether or not his ex-fiancé was faithful rather than determining whether the plaintiff was at fault based on his own conduct. The court noted that although the ex-fiancé was not at fault and did not want to end the engagement, it does not follow that therefore the plaintiff was at fault.

After examining the plaintiff's actions, the court ruled that although the plaintiff may have been motivated by a mistaken belief that there was infidelity, it could not conclude that he did not have adequate cause to break the engagement based on that belief, which, in turn, led him to lose of faith and trust in his ex-fiancée. In this case, the court assigned fault to neither the plaintiff or the defendant, stating "[s]ometimes there simply is no fault to be had."

In his dissent, Justice Milkey suggested that the court's ruling effectively changed the law by moving to no-fault standard, which it had no authority to do.

This matter may not be settled yet since the ex-fiancé has asked our Supreme Judicial Court to review the Appeals Court's decision. *Stay tuned.*

