



What if You Intended to Marry But Didn't?

A lot of couples found their wedding day postponed due to Covid restrictions. The purpose of this article is to give you an overview of claims for couples that were engaged but have not subsequently married.

One party may wish to proceed with the wedding and the other may not. It is not possible to force one party to marry in England and there is no penalty for reneging on an agreement to get married. There may be a lot of practical considerations that are difficult for the parties as they untangle the lives they intended to spend together.

[Part one](#) explained that there is no such thing as a common-law marriage in the English Family Courts. However, there are some limited claims available through being engaged:-

- In relation to [property](#), in which either or both of the parties to the engagement had a beneficial interest while the engaged, the law will apply for engaged couples as if they were married. Therefore there may be a claim against the property even if the title to the property is held in one party's sole name.
- Where an engaged couple contributes in money or money's worth to the improvement of real or personal property in which either party to the engagement has a beneficial interest, the contributing party may acquire a share or an enlarged share in the property.
- An application needs to be made within three years of the termination of the agreement to marry so it is important to address matters in a timely manner. This is a key difference for engaged couples, as married couples' claims remain open until they are dismissed or the remarriage trap applies as explained in part three.
- Gifts shall remain the property of the person who received the gift unless the gift was made on the condition that it shall be returned if the engagement is terminated.
- An engagement ring shall be presumed to be an absolute gift to the recipient (unless it was clear when you proposed that the ring should be returned if the marriage didn't take place for some reason). This is the case regardless of who cancels the engagement or why.

- It is also possible for either party to commence proceedings under the Trusts of Land and Appointment of Trustees Act in relation to any interest they have in the property by way of a trust.
- If the couple has children together, it is possible to bring claims under Schedule 1 of the Children's Act 1989 for the benefit of the children. The Court can order periodical payments, secured periodical payments, lump sum orders, settlement of property and the transfer of property under Schedule 1.

If you have any questions or concerns about your claims or your former partner's claims following your separation, please give our [Family Team](#) a call on 01202 786153 or email online.enquiries@LA-law.com.