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If My Fiancé Breaks our Engagement Can I Bring a Promise to Marry Claim in North Carolina?

November 17, 2015 | by

Did you get engaged to the love of your life and expect to live happily ever after, just to be dumped before a wedding took place? North Carolina law recognizes a cause of action for the breach of a promise to marry. Hence, if you are broken up with after someone committed to marrying you, you may be able to make a claim against them. The North Carolina law on breach of promise to marry dates back to the 1800's. Public policy drives the recognition of this cause of action: "While marriage is in essential respects a civil contract, it is something more. From it results a status, of profound importance not only to the parties, but also to society and to the state. Upon it largely depends the procreation of succeeding generations, and public policy is concerned with the preservation of the purity and virility of the race." There are three important caveats to a valid breach of promise to marry claim.

First, if one party carries a disease that could potentially endanger future offspring if the marriage takes place, the party who breaks his or her promise to marry may not be held liable for the breach of promise.

Next, a person who is married to someone else cannot make a valid promise to marry a third party, and thus a claim cannot be brought against him if he does so. Any promise of marriage made by or to a person who, to the knowledge of both parties, is married to someone else at the time, is void at its inception. It is against North Carolina public policy to promise to marry someone while still in a current marriage as it is against the marital duty. This exception holds true even if the promise to marry is not intended for completion until after the death or divorce of the married partner. However, a promise to marry may be renewed after the dissolution of the pre-existing marriage, and can then sustain an action for its breach.

Finally, a promise to marry must physically be made in the state of North Carolina to be valid. If the promise is made in another state that does not recognize a breach of promise to marry claim, North Carolina may not enforce the promise either. Therefore, the promise must actually be made in this state to be enforceable.

Therefore, if you do not have a communicable disease, neither you or your ex-fiancé was already married at the time the promise was made, and the promise was made in North Carolina, you may have a valid breach of promise to marry claim. It is difficult to determine what damages will be awarded in a breach of promise to marry action. However, relatively recent cases in North Carolina illustrate that a substantial amount of damages may be rewarded when a claim is successful. If you believe this topic applies to you, please contact a family law attorney for additional information.

CONTACT US

919.250.2000
mail@smithdebnamlaw.com

RALEIGH OFFICE

The Landmark Center
4601 Six Forks Road, Suite 400
Raleigh, NC 27609

Phone: 919.250.2000
Fax: 919.250.2100

CHARLESTON OFFICE

171 Church Street
Suite 120C
Charleston, SC 29401

Phone: 843.714.2530
Fax: 843.714.2541