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# Of Valentines, Diamonds, Emeralds and Peanuts: Heart Balm in Virginia

by Paul M. Birch

Just ask a reference librarian. This is always good advice, but particularly so when the scenario involves a jilted fiancé seeking the return of a \$46,646 diamond engagement ring. The Loudoun County Circuit court recently decided such a case, *Peter v. Langley*,<sup>1</sup> but if the parties or the judge had asked, we reference librarians at the University of Richmond Law Library could have saved everyone a lot of trouble by advising them that the donor gets his ring back.

Truth be known, we would not have actually given this or any other legal advice if the asker was one of the parties. Reference librarians are not supposed to do this. But we would have smiled inwardly with the knowledge of how this one was going to turn out, and then helped the asker find the authority to guide them to the outcome. How would we have known? Are we magic? Perhaps we are, but in this case our insight comes from several of us over a number of years having assigned this very issue as an initial “scavenger hunt” assignment for students in our first-year Legal Research course.

At first blush, *Peter v. Langley* seems like a perfect topic for a light piece for the month of St. Valentine’s Day. After all, the case centers on Virginia’s Heart Balm Act, and what could be more romantic than that? At second blush, the answer to that question is that there are few things that could be *less* romantic than the Heart Balm Act, much less the various common law actions the act was drafted to abolish.

The term “heart balm” amounts to nothing more or less than money — monetary damages awarded to salve the broken hearts of plaintiffs in tort actions involving broken promises to marry or interferences in established marriages by third parties. These torts included breach of promise, alienation of affections,

criminal conversation, and seduction. Those familiar today with such things are more likely to have gained that familiarity from old movies or novels as they are the byproducts of older social norms that characterize women as fragile flowers whose youth, virginity, reputation, and marriageability could be despoiled by irresponsible or unscrupulous suitors.<sup>2</sup>

As the twentieth century progressed, these actions fell into increasing disfavor and came to be seen chiefly as tools of con artists and blackmailers.<sup>3</sup> With the enactment of Va. Code Ann. § 801-220 in 1977,<sup>4</sup> Virginia joined the list of states that no longer gave right of action for the various heart balm torts. The act, in relevant part read, “Notwithstanding any other provision of law to the contrary, no civil action shall lie or be maintained in this Commonwealth for alienation of affection, breach of promise to marry, or criminal conversation upon which a cause of action arose or occurred on or after June 28, 1968.”

In *Peter v. Langley*, the defendant in possession of the \$46,646 engagement ring given to her by the plaintiff attempted to deflect his motion for detainee claiming that the Heart Balm Act should bar a claim that amounted to a breach of promise action, and cited two relatively recent Circuit Court opinions to that effect. The court disagreed, citing earlier case law that characterized the gift of an engagement ring as conditional in nature, as such, creating a property right recoverable in an action of detainee. In taking this approach, Judge Horne contrasted this right from the discredited objectives of the old breach of promise remedies: compensation for humiliation and other direct consequences suffered.<sup>5</sup> Perhaps key to the court’s reasoning was its mention of a West Virginia case, *Bryan v. Lincoln* (interpreting that state’s

nearly identical Heart Balm Act), which stressed the unjust enrichment that would result from a ruling that permitted the defendant to keep the ring.<sup>6</sup>

But all of this seems an inappropriately sad and dreary line of discussion in this the month of romance. So let me depart with a more genuinely heart-balming story of gifts lovingly bestowed. On the night they first met, a young and struggling playwright, Charles MacArthur, thrust a handful of salted peanuts into the hand of actress Helen Hayes and said, “I wish they were emeralds.” The two eventually married and achieved greater heights of fame and wealth. Years later, MacArthur gave his wife a handful of emeralds and said, “I wish they were peanuts.”<sup>7</sup>

## Endnotes:

- 1 *Peter v. Langley*, Civ. 89241 (Va. Cir. Ct. Nov. 6, 2014).
- 2 Joanna L. Grossman & Lawrence M. Friedman, *Inside the Castle Law and the Family in 20th Century America* 91 (2011).
- 3 *Id.* at 96-101.
- 4 Va. Acts, ch. 617 (1977) (codified at Va. Code Ann. § 8.01-220 (2001)).
- 5 *Peter v. Langley*, supra note 1 at 2.
- 6 *Id.* at 2-3 (citing *Bryan v. Lincoln*, 285 S.E.2d 556, 558 (W.Va. 1981).
- 7 Charles Champlin, *AN APPRECIATION: Always a Lady: Helen Hayes and the Grand Style*, L.A. Times, Mar. 19, 1993, at F22.



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