Rel: December 17, 2021

ALABAMA COURT OF CIVIL APPEALS

OCTOBER TERM, 2021-2022

2200502

Terrell Hattaway

v.

Valerie Kathy Coulter

Appeal from Baldwin Circuit Court
(CV-20-900339)

THOMPSON, Presiding Judge.

Terrell Hattaway appeals the judgment of the Baldwin Circuit Court ("the trial court") in favor of Valerie Kathy Coulter on Hattaway's unjust-

enrichment claim arising from Coulter's retention of an engagement ring. We reverse and remand with instructions.

Hattaway and Coulter were involved in a romantic relationship for several years, and, during the latter part of the relationship, Hattaway and Coulter had cohabited. Throughout the relationship, Hattaway gave Coulter numerous gifts, including a diamond tennis bracelet valued at $10,000. Hattaway testified that those gifts were unconditional gifts and that he had had no expectation of their return if his relationship with Coulter ended.

On December 24, 2018, Hattaway presented Coulter with a Christmas gift bag. Coulter stated that, when Hattaway handed her the bag, she knew that "it was going to be something big" because he pulled out his telephone and started making a video recording.[1] Inside the gift bag was a Christmas ornament with a two and one-half carat diamond ring, valued at $32,000,[2] attached to it. According to Hattaway, when

[1]The video recording was not admitted into evidence.

[2]The trial court admitted into evidence a copy of the appraisal of the ring.

Coulter pulled out the ornament from the gift bag, he dropped to one knee and asked Coulter to marry him. Hattaway testified that, when she responded affirmatively to his proposal of marriage, he placed the ring on her finger. Coulter disagreed, testifying that Hattaway did not propose marriage to her when she opened the gift and never informed others that they were engaged. She did state, however, that when she received the gift she "assumed" that the ring was an engagement ring. Hattaway testified that when he gave Coulter the ring he did not explicitly state that he expected her to return the ring if she did not marry him.

According to Hattaway, he and Coulter discussed a wedding date for several months and participated in counseling to work on their relationship but could not agree on a wedding date. Coulter testified that Hattaway refused to discuss a wedding date. In September 2019, the relationship ended when Coulter moved out of their shared home and into a home that she had purchased. Hattaway testified that he did not immediately ask Coulter to return the ring but that, later, he inquired about the ring via text messages and then, through a letter from his attorney, dated November 18, 2019, asked Coulter to return the ring.

Coulter refused to return the ring, informing Hattaway and his attorney that she had thrown the ring into the Intracoastal Waterway. At trial, Coulter testified that she had been untruthful to Hattaway and his attorney about having thrown the ring into the water. According to Coulter, she created that fabrication because, she said, Hattaway was using the return of one of her family heirlooms to negotiate the return of the ring. Coulter admitted that, even though she had not returned the ring, Hattaway had returned her family heirloom. Coulter testified that, although she knew the ring was valued at $32,000, she sold the ring to an individual for $10,000 sometime in 2020 after she had lost her employment due to the COVID-19 pandemic and needed funds.

On March 12, 2020, Hattaway filed a complaint against Coulter, alleging claims of conversion and intentional infliction of emotional distress. On August 19, 2020, Hattaway amended the complaint to include a claim alleging unjust enrichment. With regard to that claim, Hattaway alleged:

> "[Coulter] knew that the $32,000 engagement ring was a gift conditioned on marrying [Hattaway] inasmuch that it was proffered with the proposal of marriage, and that only if

> [Coulter] agreed to marry [Hattaway] would she be entitled to receive the ring as a gift, pending the future marriage. Such tradition is so common place and customary in our society that [Hattaway] respectfully requests that the court take judicial notice of that concept.
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> "By requesting a copy of the ring's appraisal shortly before parting ways with [Hattaway], [Coulter] further demonstrated an intent to profit from the ring after breaking off the ... engagement.
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> "A plaintiff can recover on an unjust enrichment claim if he can prove that 'the defendant holds money which, in equity and good conscience, belongs to the plaintiff or holds money which was improperly paid to defendant because of mistake or fraud.' Mantiply v. Mantiply, 951 So. 2d 638, [654] (Ala. 2006).
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> "By virtue of the conscious wrongdoing alleged above, [Coulter] has been unjustly enriched at the expense of [Hattaway,] who is entitled in equity, and hereby seeks, the disgorgement and restitution of [Coulter's] wrongful profits to the extent and in the amount deemed appropriate by the court; and such other relief as the court deems just and proper to remedy [Coulter's] unjust enrichment."

Hattaway specifically requested that the trial court enter a judgment against Hattaway in the amount of $32,000, plus interest, costs, punitive damages, and a reasonable attorney fee.

On August 20, 2020, Coulter filed a motion to dismiss, arguing that Hattaway's conversion claim should be dismissed because, she said, an

engagement ring is a gift and, therefore, Hattaway could not prove that she had exercised dominion and control over his property.[3] She further argued that Hattaway's intentional- infliction-of-emotional-distress claim should be dismissed because that claim rested upon Hattaway's emotional hurt caused by the ending of the romantic relationship and/or his anger over the fact that Coulter did not return the engagement ring to him. Coulter maintained that "[s]uch is improper as a civil cause of action." With regard to Hattaway's unjust-enrichment claim, Coulter maintained: "The engagement ring at issue in this case was a gift from [Hattaway] to [Coulter]. The claim of unjust enrichment does not apply to a gift as an engagement ring."

On November 2, 2020, after considering Coulter's motion to dismiss, the trial court dismissed Hattaway's claims of conversion and intentional infliction of emotional distress.[4] On January 20, 2021, the trial court conducted a bench trial on the remaining unjust-enrichment claim. On

[3]"Conversion is a wrongful exercise of dominion over the property of another." Goolesby v. Koch Farms, LLC, 955 So. 2d 422, 429 (Ala. 2006).

[4]The propriety of the trial court's dismissal of those claims is not before this court.

January 21, 2021, the trial court entered a judgment, providing in pertinent part:

> "[Hattaway] proposed marriage on Christmas Eve in 2018. [Hattaway] presented [Coulter] with an engagement ring, which [Coulter] accepted. The parties never set a wedding date, [Hattaway] never expressly or orally put any conditions on the acceptance of the ring, they never discussed the ring, and eventually [Coulter] called off the wedding/engagement/relationship some time in 2019. [Coulter] didn't ask for the ring back, until several months after the breakup,[5] and only upon consulting an attorney. Finally, [Coulter] refused to return the ring.
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> "[Hattaway's] burden for proving unjust enrichment is met if he shows the fact finder, 'the defendant[, Coulter,] holds money [or the ring] which, in equity and good conscience, belongs to the plaintiff[, Hattaway,] or holds money [or the ring] which was improperly paid to defendant[, Coulter,] because of mistake or fraud.' Mantiply v. Mantiply, 951 So. 2d 638, [654] (Ala. 2006).
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> "[Hattaway] wrapped the engagement ring into a Christmas present attached to a Christmas ornament, gave it to [Coulter,] and put no conditions on that 'gift.' Clearly, [Hattaway] has failed to prove unjust enrichment.
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> "The Court notes that [Coulter] has an outright moral obligation to return the engagement ring. The fact that she

[5]The record reflects that approximately two and one-half months passed between Coulter's ending the relationship and Hattaway's demanding the return of the ring via a letter from his attorney.

> testified that she sold a $32,000 ring for $10,000 because she was struggling during the pandemic, and that in some manner [that] justifies her keeping the ring is telling to the Court as to her moral compass.
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> "That said, this Court does not sit as a court of morality, and the Court must follow current precedent, as set forth by the Alabama Appellate Courts.
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> "The Court finds in favor of [Coulter] and against [Hattaway]. Each party to bear their own costs."

On January 22, 2021, the trial court entered an amended judgment to correct a clerical error in the January 21, 2021, judgment. On February 21, 2021, Hattaway filed a timely postjudgment motion.[6] In his motion, Hattaway argued that Alabama law has not addressed whether, as a matter of law, an engagement ring is a conditional gift, that the evidence supported a finding that Hattaway's presentation of the engagement ring

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[6]The January 22, 2021, amended judgment correcting a clerical error in the January 21, 2021, judgment, pursuant to Rule 60(a), Ala. R. Civ. P., "relate[d] back to the date of the order or judgment it amend[ed]." Hargrove v. Hargrove, 65 So. 3d 950, 952 (Ala. Civ. App. 2010). Although, pursuant to Rule 59, Ala. R. Civ. P., Hattaway had 30 days, or until February 20, 2021, to file her postjudgment motion challenging the January 21, 2021, judgment, that period was extended until February 22, 2021, because February 20, 2021, fell on a Saturday. See Rule 6, Ala. R. Civ. P.

with a proposal of marriage established that the ring was a gift conditioned on marriage, that Coulter had been untruthful about throwing the ring in the Intracoastal Waterway, that Coulter had known the value of the ring and had sold the ring for one-third of its value, and that Hattaway had conditioned the acceptance of the ring on marriage. Hattaway maintained that the evidence established all the elements necessary to prove unjust enrichment because it established that Coulter "knowingly sold a conditional gift to which she failed to meet its condition [and] ... was unjustly enriched in that she fraudulently sold a ring which she was not entitled to hold," and Hattaway requested that the trial court vacate its judgment and enter a judgment in favor of Hattaway in the amount of $32,000. On March 3, 2021, the trial court denied Hattaway's postjudgment motion, and on April 13, 2021, Hattaway filed his notice of appeal.

The standard of review for this case is well established. Because the trial court conducted a bench trial and heard ore tenus evidence, this court presumes that the trial court's findings on disputed facts are correct and will not reverse the judgment based on those findings unless the

judgment is palpably erroneous or manifestly unjust. The trial court's conclusions of law or its incorrect application of the law to the facts, however, is reviewed de novo. Fadalla v. Fadalla, 929 So. 2d 429, 433 (Ala. 2005).

On appeal Hattaway contends that the trial court erred in concluding that he did not present sufficient evidence to establish that Coulter had been unjustly enriched. Specifically, he argues that the trial court erred in holding that the engagement ring[7] constituted an unconditional gift and, consequently, that Coulter was not unjustly enriched when she retained possession of the ring after she ended the relationship.

First, we consider whether, as a matter of law, an engagement ring is a conditional gift. An "engagement ring" is defined as "a ring given in token of betrothal." Webster's Third New International Dictionary 751 (1971). The term "betrothal" refers to "a mutual promise or contract for a

[7]Coulter did not file a conditional cross-appeal regarding the trial court's determination that the ring that Hattaway gave her on December 24, 2018, was an engagement ring.

future marriage." Merriam-Webster's Collegiate Dictionary 117 (11th ed. 2019).

In Sykes v. Wood, 206 Ala. 534, 91 So. 320 (1921), Dr. W.J. Wood filed a detinue action against Estella Sykes that raised the issue whether Dr. Wood's gift of a ring to Sykes was a conditional or unconditional gift. The trial court in that case instructed the jury at the request of Sykes: "If the jury believe from the evidence that, when Dr. Wood sent [Sykes] the ring, they were not engaged, but that Dr. Wood was merely trying out his luck, then the verdict will be for [Sykes]." 206 Ala. at 534, 91 So. at 320 (synopsis). The trial court refused to instruct the jury that "[t]he burden is on Dr. Wood to prove that the parties were engaged when the ring was sent to [Sykes]." Id. Dr. Wood prevailed, and on appeal Sykes contended that the trial court had erred by refusing to give the requested instruction. In addressing the propriety of the trial court's jury charge, our supreme court opined:

> "The controlling issue was whether [Dr. Wood] made an unconditional gift of the ring to [Sykes] on Christmas Day, 1918, as [Sykes] contended was the fact, or, according to [Dr. Wood's] contention, whether the ring was sent to [Sykes] by [Dr. Wood] as a 'token' of their engagement to be married, and

> hence, if a gift at all, a gift upon condition which, failing, left [Dr. Wood] with the title to the ring and the right to its immediate possession. If [Sykes] was correct in her contention, her reception of the ring from [Dr. Wood] was an unconditional gift, and [Dr. Wood] was not entitled to recover. If, on the other hand, the delivery of the ring was as an emblem of their engagement to marry, then [Dr. Wood] was entitled to recover; the condition being unfulfilled or broken. The court so instructed the jury; and the jury resolved the issue in favor of [Dr. Wood's] contention. Considered as a whole, the oral charge of the court efficiently covered the subject of requested instruction, refused to [Sykes], stating that the burden of proof was on [Dr. Wood] to show that these parties were 'engaged' when the ring was sent to [Sykes]. Hence no finding of prejudicial error can be predicated on the refusal of the requested instruction ...."

206 Ala. at 535, 91 So. at 320.

In Phillips v. Phillips, 705 So. 2d 512 (Ala. Civ. App. 1997), a divorce case, this court affirmed the judgment, without an opinion, see Rule 53(a), Ala. R. App. P., but Judge Crawley issued a dissenting opinion stating that one of the issues presented concerned whether a wedding ring constituted marital property.[8] In Phillips, the husband gave the ring to the wife after they were married. The trial court in that case initially

[8]A "wedding ring" is defined in Merriam-Webster's Collegiate Dictionary 1418 (11th ed. 2019), as "a ring of metal (as gold) given by the groom to the bride during the wedding service."

entered a judgment ordering the wife to return the wedding ring to the husband or to reimburse him the purchase price of the ring. Subsequently, the trial court entered an amended judgment omitting the requirement that the wife return the ring and awarding the husband $4,700 as a "property settlement." On appeal the wife argued that the wedding ring was a gift and that the trial court's judgment constituted an improper division of property. In addressing whether the ring was the wife's separate property -- i.e., whether it had been an unconditional gift -- or marital property, Judge Crawley opined:

> "Although Alabama has yet to address whether a wedding ring is considered to be the spouse's separate property or is considered to be marital property, other states have considered the issue. See Smith v. Smith, 797 S.W.2d 879 (Mo. App.1990); Winer v. Winer, 241 N.J. Super. 510, 575 A. 2d 518 (App. Div. 1990); Lipton v. Lipton, 134 Misc. 2d 1076, 514 N.Y.S.2d 158 (Sup. Ct. 1986); Semasek v. Semasek, 509 Pa. 282, 502 A.2d 109 (1985); Guggenmos v. Guggenmos, 218 Neb. 746, 359 N.W.2d 87 (1984). The majority of other courts have held that an engagement ring, although a conditional gift when first presented to the wife in contemplation of marriage, is an absolute gift when given to the wife and is separate property not subject to division in a divorce. Lipton, 134 Misc. 2d at 1077, 514 N.Y.S.2d at 159-160; Winer, 241 N.J. Super. at 528, 575 A.2d at 528; Smith, 797 S.W.2d at 881. In Lipton, to determine that the ring was indeed a gift to the wife, the court

> considered whether the elements of an inter vivos gift were satisfied. Lipton, [134 Misc. 2d at 1077,] 514 N.Y.S.2d at 159.
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> "Under Alabama law, to establish that the ring was a gift, the wife has the burden of proving by clear and convincing evidence that the husband intended the ring to be an inter vivos gift to her. Ford v. Stinson, 679 So. 2d 1104, 1105 (Ala. Civ. App. 1996). To satisfy her burden, she would have to prove (1) donative intent on the part of her husband, (2) an effective delivery of the ring to her, and (3) her acceptance of the ring. Ford, 679 So. 2d at 1105."

705 So. 2d at 513-14 (footnote omitted). Judge Crawley applied the reasoning of the cases cited to the facts and concluded that the evidence established that the wedding ring was an unconditional gift, the wife's separate property, and not marital property.

As Judge Crawley observed, other jurisdictions have held that an engagement ring, as opposed to a wedding ring, is a conditional gift, the completion of the gift being dependent upon the marriage of the donor to the donee. In Lowe v. Quinn, 27 N.Y.2d 397, 400, 267 N.E.2d 251, 252, 318 N.Y.S.2d 467, 468 (1971), the New York Court of Appeals held:

> "An engagement ring 'is in the nature of a pledge for the contract of marriage' (Beck v. Cohen, 237 App. Div. 729, 730, 262 N.Y.S. 716,718 [(1933)]) and, under the common law, it was settled -- at least in a case where no impediment existed to a marriage -- that, if the recipient broke the 'engagement,'

> she was required, upon demand, to return the ring on the theory that it constituted a conditional gift. (See, e.g., Wilson v. Riggs, 267 N.Y. 570, 196 N.E. 584 [(1935)], affg. 243 App. Div. 33, 276 N.Y.S. 232 [(1934)]; Beck v. Cohen, 237 App. Div. 729, 262 N.Y.S. 716, [s]upra; Goldstein v. Rosenthal, 56 Misc. 2d 311, 288 N.Y.S.2d 503 [Civ. Ct. 1968)]; Jacobs v. Davis (1917), 2 K.B. 532."

The Iowa Court of Appeals, in Fierro v. Hoel, 465 N.W.2d 669 (Iowa Ct. App. 1990), held that an engagement ring is an inherently conditional gift, opining:

> "No other Iowa case has been found addressing engagement gifts but Iowa gift law is well established.
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> > " 'If an unqualified transfer to the donee is proved, one asserting the delivery was made on some condition or trust has the burden of establishing such condition or trust. 38 C.J.S. Gifts § 65.
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> > " 'Plaintiff is required to carry the burden on this issue by a preponderance of the evidence, "... [but] this is not a fixed or unvarying standard. What would be sufficient to constitute a preponderance of the evidence and to sustain a judgment in an ordinary case might not suffice in another, where, in addition to the burden resting upon the plaintiff in any case, particular presumptions are to be overcome...." Hein v. W.T. Rawleigh Company, 167 Neb. 176, 92 N.W.2d 185, 190 [(1958)].'

"Frederick v. Shorman, 259 Iowa 1050, 1056, 147 N.W.2d 478, 482 (1966).

"The trial court in the present case determined, in essence, that no condition on an engagement ring can be proved unless 'explicit and known' at the time of delivery. The quoted language from Frederick does not require that conclusion ('When an unqualified transfer to the donee is proved, ...') and we refuse to impose such a burden. At the moment of a marriage proposal, couples are least inclined to utter any disparaging comments concerning the longevity of the relationship. We believe that requiring a donor of an engagement ring to state her or his intentions 'in the alternative' is unduly harsh and unnecessary.

"An engagement ring given in contemplation of marriage is an impliedly conditional gift. The jurisdictions which have considered cases dealing with the gift of an engagement ring uniformly hold that marriage is an implied condition of the transfer of title and that the gift does not become absolute until the marriage occurs. See Annotation, Rights in Respect of Engagement and Courtship When Marriage Does Not Ensue, 46 A.L.R.3d 578 (1972). One court explained,

> " 'Where a gift of personal property is made with the intent to take effect irrevocably, and is fully executed by unconditional delivery, it is a valid gift inter vivos. [ ] Such a gift is absolute and, once made, cannot be revoked. [ ] A gift, however, may be conditioned on the performance of some act by the donee, and if the condition is not fulfilled the donor may recover the gift. [ ]
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> " 'We find the conditional gift theory particularly appropriate when the contested

> property is an engagement ring. The inherent symbolism of this gift [ ] forecloses the need to establish an express condition that marriage will ensue. Rather, the condition may be implied in fact or imposed by law in order to prevent unjust enrichment.'
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> "Brown v. Thomas, 127 Wis. 2d 318, 379 N.W.2d 868, 872 (App. 1985) (citations and footnote omitted; emphasis added). Like the Brown court, in a contested property case involving an engagement ring given in contemplation of marriage, we hold there is no need to establish an express condition that marriage will ensue. A party meets the burden of establishing the conditional nature of the gift by proving by a preponderance of evidence that the gift was given in contemplation of marriage."

465 N.W.2d at 671 (footnote omitted).

The reasoning and holding of the Iowa Court of Appeals in Fierro is persuasive, and this court agrees that when a donor gives an engagement ring, i.e., a ring in contemplation of marriage, the engagement ring is a conditional gift. In other words, as the South Carolina Court of Appeals stated in Campbell v. Robinson, 398 S.C. 12, 19-20, 726 S.E. 2d 221, 225 (Ct. App. 2012):

> "[I]f a party presents evidence a ring was given in contemplation of marriage, the ring is an engagement ring. As an engagement ring, the gift is impliedly conditioned upon the marriage taking place. Until the condition underlying the gift

> is fulfilled, the attempted gift is unenforceable and must be returned to the donor upon the donor's request."

Cf. Cooley v. Tucker, 200 So. 3d 474 (Miss. Ct. App. 2016)(holding that an engagement ring is a conditional gift); Randall v. Randall, 56 So. 3d 817, 819 (Fl. Dist. Ct. App. 2011)(holding that "an engagement ring is a gift made upon the implied condition that a marriage ensue"); Carroll v. Curry, 392 Ill. App. 3d 511, 514, 912 N.E.2d 272, 275, 332 Ill. Dec. 86, 89 (2009)(holding that gifts given in contemplation of marriage are conditioned upon the subsequent marriage of the parties); Fowler v. Perry, 830 N.E.2d 97 (Ind. Ct. App. 2005); Heiman v. Parrish, 262 Kan. 926, 930, 942 P.2d 631, 634 (1997)("Once it is established the ring is an engagement ring, it is a conditional gift."); and In re Stoltz, 283 B.R. 842 (Bankr. D. Md. 2002).

As previously noted, the trial court in this case concluded that the gift at issue is an engagement ring. In light of our holding that, as a matter of law, an engagement ring is a gift conditioned upon the fulfillment of marriage, when Coulter ended her relationship with Hattaway the condition of marriage was not fulfilled and Hattaway was

entitled to the return of the engagement ring. Undisputed evidence was presented demonstrating that it was Coulter who broke off the relationship with Hattaway, that they did not marry, and that, when Hattaway asked Coulter to return the engagement ring, she refused. The facts that Hattaway did not immediately demand the return of the engagement ring and that approximately two and one-half months had passed before he asked Coulter to return the ring do not negate the fact that Hattaway is entitled to the return of the ring. When an engagement ends, the person who did not initiate the end of the relationship might be emotionally distraught and need time to adjust to the new circumstance or be hoping for a reconciliation. Requiring the donor to demand the return of the ring during or immediately after the relationship ends seems unduly harsh and unnecessary. Therefore, we cannot hold that the passage of two and one-half months between the end of the relationship and Hattaway's formal request for the return of the engagement ring was unreasonable.

Although the trial court erred as a matter of law in holding that the engagement ring was not a conditional gift and that Coulter was not

required by law to return the engagement ring to Hattaway, the trial court made further findings in its judgment that support the inference that it had concluded that Coulter was unjustly enriched by her retaining possession of the engagement ring. Hattaway preserved this issue in the trial court; therefore, we consider the propriety of Hattaway's unjust-enrichment claim and whether he presented sufficient evidence to support it.

Alabama has not specifically addressed whether an unjust-enrichment action is a proper means for a donor to seek to recover an engagement ring or its value. Other courts, however, have held that the donor of an engagement gift may recover the engagement gift or its value upon termination of the engagement to prevent unjust enrichment to the donee. See Witkowski v. Blaskiewicz, 162 Misc. 2d 66, 615 N.Y.S.2d 640 (Civ. Ct. 1994); and Bryan v. Lincoln, 168 W. Va. 556, 285 S.E.2d 152 (1981). The New Hampshire Supreme Court, in Gikas v. Nicholis, 96 N.H. 177, 71 A.2d 785 (1950), opined:

> "The main issue in this appeal is whether the donor of an engagement ring may recover it from the donee who terminates the engagement. By the great weight of authority

> recovery is allowed. Anno. 92 A.L.R. 604; Beberman v. Seagal, 6 N.J. Super. 472, 69 A.2d 587 [(1949)]. The basis for recovery is quasi contractual, as it is considered that it is unjust for a donee to retain the fruit of a broken promise. Restatement, Restitution, § 58, comment, c.
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> "It is not necessary and in the natural course of events it would be unusual for the donor to give the engagement ring upon the expressed condition that marriage was to ensue. Such a condition may be implied in fact or imposed by law in order to prevent unjust enrichment. 29 Cornell L.Q., 401."

96 N.H. at 178, 71 A.2d at 785-86. We agree that, when an engagement is terminated, the donor has the right to request the return of the engagement ring and that, when such a request is refused, an unjust-enrichment cause of action exists.

> "In order for a plaintiff to prevail on a claim of unjust enrichment, the plaintiff must show that
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> > " 'the " 'defendant holds money which, in equity and good conscience, belongs to the plaintiff or holds money which was improperly paid to defendant because of mistake or fraud.' " Dickinson v. Cosmos Broad. Co., 782 So. 2d 260, 266 (Ala. 2000)(quoting Hancock-Hazlett Gen. Constr. Co. v. Trane Co., 499 So. 2d 1385, 1387 (Ala. 1986))....
> > " The doctrine of unjust enrichment is an old equitable remedy permitting the court in equity and good conscience to disallow one to be unjustly enriched at the expense of another." Battles v. Atchison, 545 So. 2d 814, 815 (Ala. Civ. App. 1989).'

> "Avis Rent A Car Sys., Inc. v. Heilman, 876 So. 2d 1111, 1123 (Ala. 2003). ' "One is unjustly enriched if his retention of a benefit would be unjust." ' Welch v. Montgomery Eye Physicians, P.C., 891 So. 2d 837, 843 (Ala. 2004) (quoting Jordan v. Mitchell, 705 So. 2d 453, 458 (Ala. Civ. App. 1997)). The retention of a benefit is unjust if
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> > " ' "(1) the donor of the benefit ... acted under a mistake of fact or in misreliance on a right or duty, or (2) the recipient of the benefit ... engaged in some unconscionable conduct, such as fraud, coercion, or abuse of a confidential relationship. In the absence of mistake or misreliance by the donor or wrongful conduct by the recipient, the recipient may have been enriched, but he is not deemed to have been unjustly enriched." '
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> "Welch, 891 So. 2d at 843 (quoting Jordan, 705 So. 2d at 458). The success or failure of an unjust-enrichment claim depends on the particular facts and circumstances of each case. Heilman, supra."

Mantiply v. Mantiply, 951 So. 2d 638, 654-55 (Ala. 2006).

Here, the evidence unequivocally establishes that, after the engagement ended, Coulter refused to return the engagement ring or its value, which in equity and good conscience belonged to Hattaway.

Therefore, Hattaway met his burden of proving that Coulter had been unjustly enriched at his expense.

Based on the foregoing, the judgment of the trial court is reversed and this case is remanded for the trial court to vacate its judgment in favor of Coulter and to enter a judgment in favor of Hattaway.

REVERSED AND REMANDED WITH INSTRUCTIONS.

Moore, Edwards, Hanson, and Fridy, JJ., concur.