



### **Gifts before marriage**

The recent NSW Supreme Court decision in *Loumbos v Ward* [2016] NSWSC 885 reminds us of how the law interprets gifts in contemplation of marriage.

Mr Loumbos and Ms Ward were involved in a tempestuous relationship between 2011 and 2013. Mr Loumbos, an often wealthy, sometimes not, man showered Ms Loumbos with gifts over the course of their relationship.

Mr Loumbos claimed that his gifts to Ms Ward – specifically a BMW car, an engagement ring and two wedding bands worth over \$60,000 and a Deed Poll-Gift of a \$1.3m Lilyfield property – were all gifts on the condition of marriage, something they had become engaged to do but for which a date was never set.

Justice Lindsay made prompt decisions on the matters of the car and rings which were both to remain in Ms Ward's possession. He stated that the vehicle was purchased as a gift without any condition of marriage, and while the rings may have been conditional, an email from Mr Loumbos to Ms Ward stating that she could sell them removed his rights of return.

The contentious issue was around the purchase of the Lilyfield property which was given to Ms Ward as a Deed Poll-Gift. Mr Loumbos alleges he stated to his Solicitor regarding the Deed Poll: "So long as it doesn't see the light of day until we are married." While this was not corroborated in evidence, Justice Lindsay found Ms Ward rushed the transaction and did not allow for Mr Loumbos to seek independent advice on the issue of the property being a condition of marriage. Furthermore, the Deed was delivered in escrow, meaning it could not be recalled by Mr Loumbos, but that it would not operate according to its terms unless and until a particular condition (marriage in this instance) occurred.

As the marriage never eventuated, the Court ordered that Ms Ward return ownership of the Lilyfield property to Mr Loumbos.