

## Memo

To: [REDACTED]  
From: Sandra Adams  
Date: May 17, 2018  
Re: Engagement Ring

### Question Presented:

- I. Whether the engagement ring is a conditional gift and must be returned to Brian when he called off the wedding?
- II. Whether Michele is allowed to keep the engagement ring regardless of fault when Brian called off the marriage 6-months prior to the wedding stating that he “wasn’t ready to be married”?

### Brief Answers:

- I. Probably. The law treats an engagement ring as a conditional gift. Giving an engagement ring is an implied condition that the wedding must occur in order for Michele to keep the ring. In *Aronow v. Silver* (1987) the court states [an engagement ring is a symbol or pledge of the coming marriage and signifies that the one who wears it is engaged to marry the man who gave it to her. If the engagement is broken off the ring should be returned since it is a conditional gift]. The acceptance of Brian’s marriage proposal is not an implied condition of the gift. *Aronow v. Silver* (1987) 223 N.J. Super 344 \*347
- II. Probably not. Brian verbalized his intent to not go through with the marriage to Michele. By verbally expressing his intent to not marry is a breach of contract. In a no fault approach the ring must be returned to Brian. In *Aronow v. Silver* (1987) the court stated [when either party lacks that assurance, for whatever reason, the engagement should be broken. No justification is needed. Either party may act. Fault, impossible to fix, does not count]. *Aronow v. Silver* (1987) 223 N.J. Super 334 \*349

## **Statement of Facts:**

I. Whether the engagement ring is a conditional gift and must be returned to Brian when he called off the wedding?

In *Lyle v. Durham* (1984) it states, [the engagement ring is a symbol of the coming marriage, given in contemplation of it. The ring is given as a unique type of conditional gift, and when the condition of the marriage is not fulfilled, the ring (or its value) should be returned to the donor]. *Lyle v. Durham*, 16 Ohio App.3d \*3 (1984)

Brian present Michele the ring when he proposed marriage; Michele accepted Brian's proposal, and in doing so, also accepted the engagement ring as a conditional gift. Brian made his intentions to not go through with the wedding and he also told Michele that he "wasn't ready to be married".

We can determine without a reasonable doubt that the engagement ring that was presented to Michele is a conditional gift, and that all engagement rings, are conditional gifts. The engagement ring is given in lieu of marriage. If the marriage never takes place, regardless of fault, the engagement ring needs to be returned to Brian. The only way that the title of the engagement ring will transfer to Michele is if the marriage happened.

II. Whether Michele is allowed to keep the engagement ring regardless of fault when Brian called off the marriage 6-months prior to the wedding stating that he "wasn't ready to be married"?

In *Heiman v. Parrish* (1997) it states, [we conclude that fault is ordinarily not relevant to the question of who should have ownership and possession of an engagement ring after the engagement is broken. Ordinarily, the ring should be returned to the donor, regardless of fault]. *Heiman v. Parrish* 262 Kan. 936 (1997)

In order for fault to play a factor in the ownership and possession of the engagement ring, in *Heiman v. Parris* (1997) the court states that they [recognize there may be 'extremely gross and rare situations' where fault might be appropriately considered].

In our case, there is no rare and no extremely gross situations that suggests fault should be involved and considered. We have to go to a no-fault approach. In a no-fault approach, the ring must be returned to Brian.

Michele presented evidence that the marriage never took place by presenting that Brian called off the engagement 6-months before the wedding. Michele presented evidence by the engagement is a conditional gift, by stating that Brian presented the ring to her when he proposed marriage to her.

Michele presented evidence that the marriage never took place when Brian called off the engagement 6-months before the wedding. Michele presented evidence that the engagement ring is a conditional gift by stating that Brian presented the ring to her when he proposed marriage.

Michele presented no evidence that this situation is an extremely rare situation that requires fault to play a factor in the decision to determine ownership of the engagement ring. Michele did provide us with evidence that the engagement, and the breaking of the engagement is an ordinary situation, therefore, fault does not play a factor in this case.

### **Conclusion:**

Michele does not have a case, and if we were to take this case on, Michele would not have a fighting chance. The court will just determine that the engagement ring be returned to Brian because the engagement ring is a conditional gift. Unfortunately, Michele has no defense to use that will hold up in order for her to keep the engagement ring.

We could try and negotiate with Brian that if Michele pays for the value of the engagement ring will Brian be willing to allow her to keep the engagement ring. The value of the ring is \$20,000 and was purchased at Tiffany & Co.

Given the evidence Michele presented to us and after extensive case research, we do not have a case.

Original Work of  
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