Sample research issue

• What happens to an engagement ring when a couple decides to call off their engagement?
Describes ring as a conditional gift.

Digest System

- **Reporters:**
  - Outline of the law
  - Divides the law into over 400 topics
  - Arranged by jurisdiction
    - Federal
    - State
    - Regional

- **Headnotes:** cases are read by editors and they write brief paragraphs which summarize the legal issues and points of law in the case.

- **Key numbers:**
  - Broad topic
  - Subtopic
Parts of a case

- Synopsis: summary of the case (searchable)

- Headnotes (searchable)
Finding Cases: The Digest Approach

• Method 1: Descriptive Word Search
  • What are your terms?
  • Are there related terms?

• Method 2: Table of Contents

• Method 3: Known Key Number Search
  • Gifts K34
Method 1: Descriptive Word Index

WEST'S
NEW JERSEY
DIGEST 2d

Volume 25

DESCRIPTIVE - WORD INDEX
DR — G

WEST'S GROUP
AT Ameldung Company

References are to Digest Topics and Key Numbers

GIFTS—Cont'd
NATURE,
Gifts inter vivos, Gifts 4
NEGOTIABILITY, instruments,
Gifts inter vivos, Gifts 35
NOTARIAL acts,
Gifts inter vivos, Gifts 35
OPPOSITION and effect,
Gifts causa mortis, Gifts 47
Gifts inter vivos, Gifts 49-51
PROMIS, gifts of blood,
Gifts inter vivos, Gifts 35
PARTIES,
Gifts causa mortis, Gifts 38
Gifts inter vivos, Gifts 18-21
PERSONAL property,
Gifts inter vivos, Gifts 3
PLEASING,
Gifts causa mortis, Gifts 38
Gifts inter vivos, Gifts 47
POSSESSION, delivery,
Gifts inter vivos, Gifts 47-52
POWERS and duties,
Gifts inter vivos, Gifts 6
PRESCRIPTIONS,
Gifts causa mortis, Gifts 39
Gifts inter vivos, Gifts 47
PROPERTY,
Gifts causa mortis, Gifts 16
Gifts inter vivos, Gifts 10-16
PUBLIC acts,
Gifts inter vivos, Gifts 20
QUALIFIED or conditional gifts,
Gifts causa mortis, Gifts 49
Gifts inter vivos, Gifts 21
RAIIFICATION,
Gifts inter vivos, Gifts 48
ENQUIRIES,
Gifts causa mortis, Gifts 53
Gifts inter vivos, Gifts 4
REDEMNION,
Gifts causa mortis, Gifts 72
Gifts inter vivos, Gifts 42
RETENTION of possession,
Gifts inter vivos, Gifts 23
REVERSIONS,
Gifts on death without issue, Des & Dist
4-10

- Engagement ring
- Marriage
- Ring
Look in the digest....
Method 2: Table of Contents

GIFTS

SUBJECTS INCLUDED
Voluntary transfers of property without consideration, whether executed or to take effect on the death of the giver
Acceptance and revocation thereof
Nature, requisites, validity, incidents, operation and effect of such transfers
Evidence relating thereto
Rights and liabilities of parties thereto as between themselves and as to others in general

SUBJECTS EXCLUDED AND COVERED BY OTHER TOPICS
Creditors' and subsequent purchasers' rights, effect of want of consideration, see FRAUDULENT CONVEYANCES
Deeds of gift, see DEEDS
Particular personal or confidential relations, effect of, see ATTORNEY AND CLIENT, EXECUTORS AND ADMINISTRATORS, HUSBAND AND WIFE, PARENT AND CHILD
Taxation of gifts, see INTERNAL REVENUE, TAXATION

For detailed references to other topics, see Descriptive-Word Index

Analysis

II. CAUSA MORTIS, p. 53-65.

I. INTER VIVOS.
1. Nature of gift in general.
2. What law governs.
4. Requirements in general.
5. Gifts distinguished from other transactions.
   (1) In general.
   (2) Gift or sale.
   (3) Gift or transfer in trust.
6. Power to make gift.
7. Property which may be subject of gift.
   (1) In general.
   (2) Real property and interests therein.
   (3) Personal property in general.

II. CAUSA MORTIS.
1. What law governs.
2. Gifts cause mortis distinguished from other transactions.
3. In general.
4. Gifts inter vivos.
5. Property which may be subject of gift.
6. Time of taking effect.
7. Pardon.
9. Intent.
Look in the digest....

GIFTS

For references to other topics, see Descriptive-Word Index

For later cases, see Topic and Key Number in Pocket Part

and upon nonfulfillment of condition, ring must be returned to donor.

Avery v. Silver, 528 A.2d 851, 223
N.J.Super. 344.

Former fiancé was entitled to acts prior to engagement, in which couple had
planned to live following marriage. After engagement had been broken, where crimi-
nal evidence demonstrated all payments toward engagement were made by him,
provider former fiancé was removed from liability on conservation of marriage;
fiancé's ownership as innocent in common was a conditional gift.

Aravane v. Silver, 538 A.2d 851, 223
N.J.Super. 344.

Future fiancé was entitled to proceed to stock purchased by him in anticipa-
tion of marriage, which was subsequently put into fiancé's name only, instead of joint
ownership, and sold by her after engagement was broken.

Aravane v. Silver, 538 A.2d 851, 223
N.J.Super. 344.

Former fiancé was entitled to sole ownership of stock which was actually owned by her, but transferred to joint ownership with fiancé's interest in anticipation of marriage, after engagement was broken.

Aravane v. Silver, 538 A.2d 851, 223
N.J.Super. 344.

N.J.Super.Ch. 1984. Ring given as git in promise to fiancé to be returned by her after annulment of mar-
riage.

Gerard v. Dowsen, 293 A.2d 220, 84
N.J.Super. 396.

05-35. Motive, Mischief and Misrepresent-
ation

For other cases see earlier editions of this digest, the Decennial Digest, and West-
Law.

05-38. Fraud, deceit, and undue influence.

N.J. 2009. "Undue influence" is a mental, moral, or physical exertion that un理性
fully destroys the free will of the recipient by preventing the recipient from fol-
lowing the dictates of his or her own mind. It relates to the disposition of assets,
generally by means of a will or other testamentary instrument.

In re Estate of Stockdale, 593 A.2d 146, 132

N.J. 1967. Whenever it appears that the relations between the parties are unreasona-
ble and undue, the court may set aside the instrument or contract.

This Case was not selected for publication in the National Reporter System
Method 3: Known Key Number
Finding Other Cases: The Citator Approach

What it does: Citators help you confirm that your case law citation references are strong, accurate and on-point.
  - It can also identify cited cases that discuss specific issues of interest.

Also known as Shepardizing
  - Westlaw: KeyCite

Best to do this online because your information would be current.

How to Shepardize (using the print volumes):
  - Collect the bound volumes and supplements listed in the “What Your Library Should Contain” box on the front cover of the most recent supplement.
  - A complete citator set usually, but not always, contains:
    - one or more bound volumes;
    - a red paperback cumulative supplement; and
    - a gold annual or semi-annual supplement.
Billing

• HOURLY: Billing is based on per minute charges whether you are either searching or browsing.

• TRANSACTIONAL: You incur a charge for each transaction (search) that you complete.
  • Use Focus/Locate to narrow your searches

• FLAT FEE: The firm may have a fixed rate contract negotiated with the vendor depending on past or predicted use.
  • May or may not be billed back to the client.

• FREE: Internet searching (Google, Yahoo!, Bing)
  • Information may not be current
  • Difficult to determine the subsequent history or validity of an opinion.
Do the math:

Sample Pricing (from 2008)

<table>
<thead>
<tr>
<th>File/Services</th>
<th>LexisNexis Transactional (per search)</th>
<th>LexisNexis Hourly (per minute)</th>
<th>Westlaw Transactional (per search)</th>
<th>Westlaw Hourly (per minute)</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Federal Cases</td>
<td>$132.00</td>
<td>$14.87</td>
<td>$113.00</td>
<td>$15.33</td>
</tr>
<tr>
<td>Ohio State &amp; Federal Cases</td>
<td>$126.00</td>
<td>$17.72</td>
<td>$113.00</td>
<td>$18.58</td>
</tr>
<tr>
<td>Sixth Circuit Cases</td>
<td>$50.00</td>
<td>$7.62</td>
<td>$58.00</td>
<td>$7.50</td>
</tr>
<tr>
<td>All Ohio Cases</td>
<td>$71.00</td>
<td>$7.62</td>
<td>$58.00</td>
<td>$7.50</td>
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<tr>
<td>Get/Find a Document</td>
<td>$10.00</td>
<td>$8.00 (primary); $16.00 (secondary)</td>
<td>$8.41 (rate may vary)</td>
<td></td>
</tr>
<tr>
<td>Shepardize/KeyCite</td>
<td>$7.25</td>
<td>$6.25</td>
<td>$8.41</td>
<td></td>
</tr>
</tbody>
</table>

Example of pricing between Lexis Advance/WestlawNext

- **Lexis Advance Retail Pricing**: Pricing is based on a per document access model. For example, there is no charge to run a search across all content, browse cite lists, and filter results. A document access charge only occurs when a document is opened.

- **WestlawNext Predictable Pricing**: There is a charge to search all content and the price includes all documents clicked on unless the document is outside of the plan.

Source: http://guides.law.csuohio.edu/wexis_pricing
Tips for Cost Effective Research

• Map out your search strategy before you login;
• Watch your spelling;
• Use the smallest database possible;
• Use Segment or Field searching
• Printing – Do you really need it?
• Mix it up
Search Strategies

• Consider what is being asked – jot down the key terms or concepts.
  • Are they terms of art?
  • What are synonyms or related terms?

• Link key terms together
  • Consider the connectors (Within X terms? Within the same sentence? Paragraph? )
  • Start broad, but not too broad!

• Think about what database to search
  • Use smaller databases where it makes sense to do so
  • By jurisdiction or specialization (e.g. Experts, Markman, Real Estate)

• Use a Reference Attorney to get assistance with search construction if you aren’t sure or want additional insight.
Useful Search Commands

• “At least”: search term must appear at least $N$ times in your document
  • Lexis: atl$N$(search term)
  • Westlaw: Atleast5(contract)

• Lexis:
  • Core-Terms/Overview/Headnote

• Westlaw:
  • SY,DI,HE = Synopsis/Digest/Headnote
  • WP = words and phrases:
    • Use this segment when looking for the definition of something or how courts have interpreted a phrase.
    • Example: wp(reasonable)
...complete during the lifetime of the donor, wholly divesting him of the possession, dominion, and control thereof. [8] 191 Gifts 1911 Causa Mortis 1914 62 Delivery 1915 62(1) k. Necessity of Delivery. Alleged donor’s purported statement that she wanted alleged recipient to have donor’s engagement and wedding rings upon donor’s death did not effect “gift causa mortis,” as there was no actual, unequivocal, and complete delivery of rings during donor’s lifetime which wholly divested her......

...husband’s sole name and condominium had been purchased exclusively with his own funds. N.J.S.A. 2A:34-23.1 [9] 191 Gifts 1911 Inter Vivos 1914k 34 k. Qualified or conditional gifts. Engagement ring was “conditional gift,” condition is marriage and ring is returnable only if engagement is broken. [10] 134 Divorce 134V Spousal Support, Allowances, and Disposition of Property 134V(D) Allocation of Property and Liabilities; Equitable Distribution;... 134V(D)2 Property Subject to Distribution or Division 134k 688 Particular Interests as Separate or Marital Property 134k 716 k. Gifts and inheritance. [Formerly 134k 719 134k 25.3.1] 191 Gifts 1911 Inter Vivos 1914k 34 k. Qualified or conditional gifts. Engagement ring was not marital property subject to equitable distribution; ring had been conditional gift before marriage and, upon marriage, ring unconditionally became former wife’s property and it retained its character as separate property not......

...not liable to parents of former fiancé for moneys expended in preparation of marriage. So ordered. West Headnotes [1] 191 Gifts 1911 Inter Vivos 1914k 34 k. Qualified or conditional gifts. Upon termination of engagement to marry, donor was entitled to return of engagement ring, regardless of who caused the breakup; gift of ring was conditioned on marriage and upon nonfulfillment of condition, ring must be returned to donor. [2] 61 Breach of Marriage Promise 61k 14 k. Nature, Form, and Right of Action. Former fiancé’s suit for return of engagement ring and other gifts in anticipation of marriage was barred by statute abolishing right of action for breach of contract to marry; suit was to recover conditional gifts, not damages. N.J.S.A. 2A:23-1 et seq. [3] 191 Gifts 1911 Inter Vivos 1914k 34 k. Qualified or conditional......

...and void, with result that defendant’s subsequent marriage to plaintiff was also void. U.S.C.A.Const. art. 4, § 1 [11] 191 Gifts 1911 Inter Vivos 1914k 49 Evidence 1914k 49 Weight and Sufficiency 1914k 49(1) k. In general. Evidence disclosed that ring given to defendant was a gift inter vivos and was not given, as plaintiff claimed, as an engagement ring. [12] 191 Gifts 1911 Inter Vivos 1914k 34 k. Qualified or conditional gifts. Ring given as gift inter vivos to......
Westlaw: KeyCite
Westlaw: Key Number System

- INTER VIVOS, k1-k52
  - k1 Nature of gift in general
  - k2 What law governs
  - k3 Statutory provisions
  - k4 Requisites in general
  - k5 Gifts distinguished from other transactions
  - k6 Power to make gift
  - k7 Property which may be subject of gift
  - k11 Time of taking effect
  - k12 Parties
  - k15 Intent
  - k16 Necessity for execution
  - k17 Delivery
  - k24 Acceptance in general
  - k25 Patem gift of land
  - k26 Necessity of notarial or public act
  - k27 Gift of legacy or distributive share of estate
  - k28 Gifts of rights of action in general
  - k29 Gifts of corporate stock
  - k30 Gifts of deposits in bank
  - k31 Gifts of negotiable instruments
  - k32 Gifts of donor's note or check
  - k33 Forgiveness of debt of donee
  - k34 Qualified or conditional gifts
  - k35 Validity
  - k40 Ratification
  - k41 Revocation and rescission
  - k42 Operation and effect
  - k45 Pleading
  - k46 Evidence
  - k50 Questions for jury
  - k51 Instructions
  - k52 Verdict and findings
Lexis Search Example


OVERVIEW: Where boyfriend was unable to establish cohabitation with his girlfriend, he did not present a principal claim which qualified as a family-type relationship, and venue for his property claims was not properly in the chancery division-family part.

CORE TERMS: venue, cohabitation, domestic violence, family-type, domestic, dating, marriage, family life, emotional, married ...

... and characterizes the personal property and money as inter vivos gifts, which the Plaintiff bestowed upon her as part of his ... personality involves a diamond ring, which he identifies as an engagement ring. Therefore, under New Jersey law, it contends it should be returned to him as a conditional gift. Winer v. Winer, 241 N.J. Super. 510; 575 A.2d 518 (App.Div.1990) ...

... The Defendant challenges the classification of the item as an engagement ring, and further contends it was purchased through her personal charge ...

... asserts that he gave her the items as inter vivos gifts, not contingent upon the event of marriage. Canova v. Canova, 146 N.J. Super. 58, 368 A.2d 971 (Ch.Div.1976) ...


OVERVIEW: Fact that proposed move impacted non-custodial parent's visitation alone insufficient basis for denial of custodial parent's relocation request and more findings required on whether alternate schedule could mitigate impact.

CORE TERMS: marriage, equitable, best interests, visitation, custodial parent, condominium, marital, visitation schedule, relocation, engagement ring ...

... defendant proposed marriage and presented her with a four-carat engagement ring. The ring had been left to defendant by his deceased ...

... marriage, and never offered it in any way as a gift to plaintiff, it was excluded from equitable distribution. The court also determined that the engagement ring was given to plaintiff as a conditional gift subject to actual marriage and was not subject to equitable...

... and the ability to pay alimony and support, and (13) gifts from one spouse to the other during marriage. [Painter, 65 N.J. at 211, 320 A.2d 484] ...

... Barlet v. Frazer, 218 N.J.Super. 106, 110-11, 526 A.2d 1141 (App.Div.1987). V. Defendant also asserts that the engagement ring he gave plaintiff should be subject to equitable distribution. He argues that the gift of an engagement ring does not become effective until after the marriage ceremony is complete. Therefore, he maintains that the engagement ring is marital property. This argument is without merit. An engagement ring is a conditional gift. See Aronow v. Silver, 223 N.J.Super. 344, 347, 538 A.2d 851 (Ch.Div.1987) ...

... stated: [T]he question of the conditional nature of the gift became moot upon the marriage when the ring unconditionally became ...

... reasoning of the New York court and hold that the engagement ring in question is not subject to equitable distribution. We reject ...

... Weiss, 226 N.J.Super. at 287, 543 A.2d 1062. Weiss did not contemplate that an engagement ring, traditionally a conditional gift for the sole use of a woman, should be considered ...
Lexis: Core Terms/Headnotes

CORE TERMS: engagement, marriage, engagement ring, fault, broken ring, stock, gift, mortgage, condominium, partition, dinner ring, telephone, conditional gift, marry, settlement, unjustifiably, conditional, fulfilled, symbolic, breaking, no-fault, ancient, divorce, pledge, broke, woman, purchase price, conditioned, contributed

LEXISNEXIS® HEADNOTES

1. The majority rule in this country concerning the disposition of engagement rings is a fault rule: the party who unjustifiably breaks the engagement loses the ring. The minority rule rejects fault. The Superior Court of New Jersey joins the minority. More Like This Headnote | Shepardize: Restrict By Headnote

2. A suit to recover an engagement ring is not barred by N.J. Stat. Ann. § 2A:23-1 et seq., which abolishes rights of action for breach of contract to marry. It is a suit to recover conditional gifts, not a suit for damages. More Like This Headnote | Shepardize: Restrict By Headnote

3. An unconditional inter vivos gift is final, even in an engagement setting. A conditional gift, however, must be returned if the condition is breached. More Like This Headnote | Shepardize: Restrict By Headnote

4. The court has the inherent power to shape a partition decision in a way that does equity. New Jersey accepts the principle of equity, that if one cotenant receives property with a value greater than his proportionate share, he will owe to the other cotenant an amount of money which would equalize the partition. More Like This Headnote | Shepardize: Restrict By Headnote

COUNSEL: Robert J. Adinolfi, for plaintiff and third-party defendant.
Lexis: Shepard's
Lexis Advance

Filters

Search results for "broken engagement ring".

- Arnow v. Silver, 223 N.J. Super. 344
  - "... and their relatives. On three occasions, Elizabeth cancelled the engagement and returned the engagement ring, only to recommit. Finally, with the marriage ceremony a few days away, the engagement was broken irrevocably. Each party, in this resulting litigation, faults the other. Each claims the engagement ring, certain shares of stock and a jointly-owned condominium. Robert and ..."
  - "The majority rule in this country concerning the disposition of engagement rings is a fault rule: the party who unjustifiably breaks the engagement loses the ring. The minority rule rejects fault. The Superior Court of ..."
  - "The majority rule in this country concerning the disposition of engagement rings is a fault rule: the party who unjustifiably breaks the engagement loses the ring. The minority rule rejects fault. See Annotation, "Rights in Respect of Engagement and Courtship Presents When Marriage Does Not Enforce," 46 A.L.R. ...
  - Overview: Former fiancee was ordered to return an engagement ring to former fiance because the ring was a conditional gift and when the engagement was broken, regardless of fault, the condition was not fulfilled.

- Beberman v. Segal, 6 N.J. Super. 472
  - "Plaintiff gave defendant ring in contemplation of the parties becoming married. The engagement between the parties ended and defendant refused to return the ring to plaintiff. Plaintiff sought recovery of the ring or damages in the amount of the ring's value in the court and defendant sought to dismiss ..."
  - "... marry the man who gave it to her. If the engagement is broken the ring should be returned, since it is a conditional gift. An engagement ring is a symbol of pledge of the coming marriage and ..."
  - "An engagement ring can be recovered by the party who gives the ring to the opposite party, if the agreement to marry is ... it dissolved by mutual consent, or the recipient of the ring unjustifiably breaks off the engagement, but the engagement ring cannot be recovered by the party who gave the ring if the party who gave the ring unjustifiably breaks the agreement it evidences.
  - Overview: Gentleman was allowed to assert cause of action to recover an engagement ring given to lady in contemplation of marriage after the parties' engagement terminated without marriage.

- Sloin v. Lavine, 11 N.J. Misc. 899
  - "Engagement ring given to female was impliedly conditional and therefore the male was entitled to recover the ring after the engagement was broken, particularly when the engagement was broken by the female. After the engagement between the female and the male was broken, the male brought this action seeking return of the engagement ring. The district court ruled in favor of the male, and ..."
  - "... female appealed. Upon review, the court affirmed, holding that the ring was impliedly conditional and had to be returned, particularly when the engagement was broken by the female.
  - ... and plaintiff were engaged to marry. He gave her an engagement ring and certain other presents of minor value. They
63. Mato v. Abrams

Bexar County Court, New York. December 21, 1948. 62 A. 2d 754

Action by Harold Mato against Rihena Wandaie Abrams to recover an engagement ring given defendant by plaintiff. On plaintiff's motion to strike defendants' separate defense that plaintiff, having unjustly broken the engagement, could not recover the ring, order denying the motion.

...Can a man, who has unjustly broken his engagement, recover the ring he gave the woman?... When agreement to marry is dissolved by parties' mutual consent or the woman unjustly breaks engagement, engagement ring given by her may be recovered by him, but a man unjustifiably breaking such an agreement cannot recover the ring...

4. Slini v. Lavin

Supreme Court of New Jersey. November 15, 1933. 11 N.J. Misc. 699, 108 A. 849

Action by Aaron Slini against Mildred Lavin, by next friend. From the judgment, defendant appeals. Affirmed.

Rights in respect of engagement and cohabitation presents when marriage does not ensue.

44 A.R.R. 18 (Originally published in 1956)

The ALJ databases are made current by the weekly addition of relevant new cases.

1980 defendant proposed marriage and presented her with a four carat engagement ring. The ring had been left to defendant by his deceased mother. During the parties’ engagement and throughout their marriage the ring was kept in a safe deposit box due to its value and was only

Keyword(s): Family Law


On three occasions Elizabeth cancelled the engagement and returned the engagement ring only to recall finally with the marriage ceremony a few days away the engagement was broken irrevocably. Each party in this resulting litigation faults the other. Each

Keyword(s): Real Property, Mortgages & Liens


The evidence as to the exact date of the disengagement is somewhat inconclusive. However it is apparent that the parting was by mutual consent and the prospective bride returned the engagement ring to her previously intended husband.

Keyword(s): Damages & Remedies, Personal Property
fastcase

- **Free to NJSBA Members**
- US Supreme Court Cases
- NJ Supreme Court Cases
- NJ Appellate Division Cases
- NJ Superior Court Cases published in A.2d
- Federal Court of Appeals for the Third Circuit Cases
- New Jersey Codes and Rules
- **Authority Check**
- Not a citator!
- It does not include editorial information telling you whether your case is still good law!
Current Awareness

- New Jersey Law Journal: Daily Decision Alert

- News
  - Law360
  - Wall Street Journal

- Shepard’s/KeyCite Alerts

- Continuing Legal Education (CLE)