



# CASE LAW RESEARCH

---

## Sample research issue

- *What happens to an engagement ring when a couple decides to call off their engagement?*

# Google

Search Images Maps Play YouTube News Gmail Drive More ▾

Google "new jersey" broken engagement ring

Web Shopping News Images Videos More ▾ Search tools

About 2,510,000 results (0.36 seconds)

**What Happens to the Engagement Ring in a Broken ... - Fa...**  
[family.findlaw.com/marriage/what-happens-to-the-engagement-ring-in-a-...](http://family.findlaw.com/marriage/what-happens-to-the-engagement-ring-in-a-...)  
A broken engagement can be a very painful and confusing experience. ... Though the receiver may be able to prove that the engagement ring was a gift, the ring ... Iowa, Kansas, New Jersey, New Mexico, New York, and Wisconsin have all ...

**Engagement Ring Laws - Marriage - About.com**  
[marriage.about.com](http://marriage.about.com) > ... > Second Thoughts ▾  
by Sheri Stritof - in 569 Google+ circles  
Some states have engagement ring laws that weigh in on this matter. ... of who broke the engagement, the legal system has differing opinions on this issue. Possible ... Minnesota; New Jersey; New Mexico; New York; Pennsylvania; Wisconsin.

**When An Engagement Is Broken, Who Is Entitled To The Ri...**  
[www.newjerseyfamilylawblog.com](http://www.newjerseyfamilylawblog.com) > Marriage ▾  
by Victor Rotolo  
Apr 30, 2013 - But what happens to that ring if the engagement is broken? ... most states, including New Jersey, classify engagement rings as conditional gifts ...

**South Jersey Divorce Attorney - Who Keeps the Engagemen...**  
[www.sjfamilylawyers.com/2012/02/who-keeps-engagement-ring-in-nj/](http://www.sjfamilylawyers.com/2012/02/who-keeps-engagement-ring-in-nj/) ▾  
by Robert Adinolfi  
Feb 13, 2012 - Valentine Marriage Proposals in New Jersey – That Diamond May Not ... If the engagement is broken, the condition will not be met and the ring ...

**The Wedding is Off! Who Gets the Engagement Ring? | The...**  
[www.lombardolawoffices.com/.../the-wedding-is-off-who-gets-t-...](http://www.lombardolawoffices.com/.../the-wedding-is-off-who-gets-t-...) ▾  
by Joseph Lombardo  
Mar 26, 2013 - Our New Jersey divorce lawyers explain who gets the engagement ring ... leads to a broken engagement, the wronged party may be quick to ...

Describes ring as a *conditional gift*.

Cites to a case: Aronow v. Silver, 223 N.J. Super. 344 (Ch. Div. 1987)

# 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)

Aronow v. Silver, 223 N.J.Super. 344 (1987)  
538 A.2d 851

 KeyCite Yellow Flag - Negative Treatment  
Declined to Follow by Cooper v. Smith, Ohio App. 4 Dist., November 7, 2003

223 N.J.Super. 344  
Superior Court of New Jersey, Chancery Division,  
Burlington County.

Philip ARONOW, Plaintiff,  
v.  
Elizabeth SILVER, Defendant.  
Robert SILVER and Cybil Silver, his wife,  
Third-Party Plaintiffs and Intervenor,  
v.  
Philip ARONOW, Defendant.


Decided Nov. 17, 1987.

## SYNOPSIS

After breakup of engagement, former fiancé brought suit to recover engagement ring, proceeds from stock, and title in condominium. The Superior Court, Burlington County, Chancery Division, Haines, A.J.S.C., held that: (1) engagement ring must be returned to former fiancé, regardless of fault; (2) former fiancé was entitled to sole title in condominium upon discharge of former fiancée's liability on mortgage; (3) stocks and proceeds from stocks held jointly in anticipation of marriage were to be returned to original donors; and (4) former fiancé was not liable to parents of former fiancée for monies expended in preparation of marriage.

So ordered.

West Headnotes (6)

[1] **Gifts**  
 Qualified or Conditional Gifts  
191 Gifts  
191I Inter Vivos  
191k34 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 upon marriage and upon nonfulfillment of condition, ring must be returned to donor.

15 Cases that cite this headnote

[2] **Breach of Marriage Promise**  
 Nature, Form, and Right of Action

61 Breach of Marriage Promise  
61k14 Nature, Form, and Right of Action  
Former fiancé's suit for return of engagement ring and other gifts in anticipation of marriage was not 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.

13 Cases that cite this headnote

[3] **Gifts**  
 Qualified or Conditional Gifts

191 Gifts  
191I Inter Vivos  
191k34 Qualified or Conditional Gifts  
Former fiancé was entitled to sole title in condominium, in which couple had planned to live following marriage, after engagement had been broken, where credible evidence demonstrated all payments toward condominium were made by him, provided former fiancée was removed from liability on condominium's mortgage; fiancée's ownership as tenant in common was a conditional gift.

8 Cases that cite this headnote

[4] **Gifts**  
 Qualified or Conditional Gifts

191 Gifts  
191I Inter Vivos  
191k34 Qualified or Conditional Gifts  
Former fiancé was entitled to proceeds of stock purchased by him in anticipation of marriage, which was mistakenly put in fiancée's name only, instead of joint ownership, and sold by her after engagement was broken.

3 Cases that cite this headnote

# 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

Nothing under

- Engagement ring
- Marriage
- Ring

## WEST'S NEW JERSEY DIGEST 2d

Volume 25  
DESCRIPTIVE - WORD INDEX  
DR — G



Mat # 40035034



25 N J D 2d-543

References are to Digest Topics and Key Numbers

GIFTS—Cont'd  
HUSBAND and wife—Cont'd  
Wife to husband, Hus & W ⇨ 49.3(1-8)  
ILLEGALITY,  
Gifts inter vivos, Gifts ⇨ 39  
INDUCEMENT,  
Deceit and misrepresentations,  
Larceny, Larc ⇨ 14(2)  
INSTRUCTIONS,  
Gifts causa mortis, Gifts ⇨ 84  
Gifts inter vivos, Gifts ⇨ 51  
INTENT,  
Gifts causa mortis, Gifts ⇨ 60  
Gifts inter vivos, Gifts ⇨ 15  
INTERFERENCE with gifts, Torts ⇨ 11  
INTOXICATING liquors,  
Children and minors,  
Breach of bond condition, Int Liq  
⇨ 86(3)  
Criminal prosecutions,  
Indictment, information, or complaint, Int  
Liq ⇨ 215  
Purpose, Int Liq ⇨ 220  
Sufficiency of evidence, Int Liq  
⇨ 236(10)  
Offenses, Int Liq ⇨ 156-163  
Regulation, Int Liq ⇨ 119  
JURY questions,  
Gifts causa mortis, Gifts ⇨ 83  
Gifts inter vivos, Gifts ⇨ 50  
LARCENY,  
Inducement, deceit and misrepresentations,  
Larc ⇨ 14(2)  
LEGACY,  
Gifts inter vivos, Gifts ⇨ 27  
MENTALLY ill persons,  
Disabilities and privileges, Mental H  
⇨ 388  
Guardians,  
Powers and duties, Mental H ⇨ 216  
MISREPRESENTATIONS,  
Gifts inter vivos, Gifts ⇨ 37  
MISTAKE,  
Gifts causa mortis, Gifts ⇨ 72  
MONEY,  
Inter vivos, weight and sufficiency of  
evidence, Gifts ⇨ 49(5)  
MUNICIPAL corporations,  
Powers and duties,  
Gifts to individuals, Mun Corp ⇨ 871

GIFTS

GIFTS—Cont'd  
NATURE,  
Gifts inter vivos, Gifts ⇨ 1  
NEGOTIABLE instruments,  
Gifts inter vivos, Gifts ⇨ 31  
NOTARIAL acts,  
Gifts inter vivos, Gifts ⇨ 26  
OPERATION and effect,  
Gifts causa mortis, Gifts ⇨ 77  
Gifts inter vivos, Gifts ⇨ 42-44  
PAROL gift of land,  
Gifts inter vivos, Gifts ⇨ 25  
PARTIES,  
Gifts causa mortis, Gifts ⇨ 58  
Gifts inter vivos, Gifts ⇨ 12-14  
PERSONAL property,  
Gifts inter vivos, Gifts ⇨ 9  
PLEADING,  
Gifts causa mortis, Gifts ⇨ 78  
Gifts inter vivos, Gifts ⇨ 45  
POSSESSION, delivery,  
Gifts inter vivos, Gifts ⇨ 17-23  
POWERS and duties,  
Gifts inter vivos, Gifts ⇨ 6  
PRESUMPTIONS,  
Gifts causa mortis, Gifts ⇨ 80  
Gifts inter vivos, Gifts ⇨ 47  
PROPERTY,  
Gifts causa mortis, Gifts ⇨ 56  
Gifts inter vivos, Gifts ⇨ 7-10  
PUBLIC acts,  
Gifts inter vivos, Gifts ⇨ 26  
QUALIFIED or conditional gifts,  
Gifts causa mortis, Gifts ⇨ 69  
Gifts inter vivos, Gifts ⇨ 34  
RATIFICATION,  
Gifts inter vivos, Gifts ⇨ 40  
REQUISITES,  
Gifts causa mortis, Gifts ⇨ 53  
Gifts inter vivos, Gifts ⇨ 4  
RESCISSON,  
Gifts causa mortis, Gifts ⇨ 74  
Gifts inter vivos, Gifts ⇨ 41  
RETENTION of possession,  
Gifts inter vivos, Gifts ⇨ 23  
REVERSIONS,  
Gift on death without issue, Des & Dist  
⇨ 16



# Look in the digest....

10D N J D 2d—237

For references to other topics, see Descriptive-Word Index

⇒30(3). Delivery of certificate or bank book.

**N.J.Super.A.D. 1954.** Delivery of a chose in action without assignment is regarded as valid, as respects gift, where there is, for instance, in the case of a bank account, the delivery of a pass book.

**Poster v. Reiss**, 107 A.2d 24, 31 N.J.Super. 496, certification granted 108 A.2d 211, 16 N.J. 221, reversed 112 A.2d 553, 18 N.J. 41, 48 A.L.R.2d 1391.

⇒30(4). Deposit in names of donor and donee.

**N.J.Super.A.D. 2002.** The creation of a joint account, with a right of survivorship, in a bank or other financial institution does not, by itself, constitute an inter vivos gift by the party depositing assets into the account to the other named party.

**Lebitz-Freeman v. Lebitz**, 803 A.2d 156, 353 N.J.Super. 432, certification granted 812 A.2d 1110, 175 N.J. 78, appeal dismissed 845 A.2d 105, 179 N.J. 262.

⇒30(5)—32. For other cases see earlier editions of this digest, the Decennial Digests, and WESTLAW.

Library references

C.J.S. Gifts.

⇒32. Gifts of donor's note or check.

⇒32(1). In general.

**N.J.Super.A.D. 1976.** A check or promissory note drawn or executed by a purported donor may not be subject of a gift.

**Scherer v. Hyland**, 380 A.2d 704, 153 N.J.Super. 521, affirmed 380 A.2d 698, 75 N.J. 127.

⇒32(2)—33(1). For other cases see earlier editions of this digest, the Decennial Digests, and WESTLAW.

Library references

C.J.S. Gifts.

⇒33. Forgiveness of debt of donee.

⇒33(2). Gift as affected by delivery of obligation to donee.

**N.J.Super.Ch. 1955.** Even if instrument, which defendant asserted to be evi-

† This Case was not selected for publication in the National Reporter System. For legislative history of cited statutes, see New Jersey Statutes Annotated

## GIFTS ⇒34

dence of renunciation by deceased of any claim against defendant for money given defendant, represented an attempted gift, it would fail as an inter vivos gift or a gift causa mortis, in view of fact that the instrument evidencing the obligation remained in deceased's custody in her safe deposit box.

**Guerin v. Cassidy**, 119 A.2d 780, 38 N.J.Super. 454.

⇒34. Qualified or conditional gifts.

Library references

C.J.S. Gifts §§ 37—40, 64.

**N.J.Super.A.D. 1990.** Engagement ring is "conditional gift"; condition is marriage and ring is returnable only if engagement is broken.

**Winer v. Winer**, 575 A.2d 518, 241 N.J.Super. 510.

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 subject to equitable distribution. **N.J.S.A. 2A:34—23.1.**

**Winer v. Winer**, 575 A.2d 518, 241 N.J.Super. 510.

**N.J.Super.L. 1989.** Woman was entitled to receive 12.5 percent of appraised value of her former fiancé's property, less 12.5 percent of principal reductions on mortgage and less cost of capital improvements, where woman contributed 12.5 percent of purchase price of property while she was engaged to her fiancé, the engagement was broken off sometime after closing and it was intention of parties to take title to property as tenants in common and share ownership in proportion to financial contributions; intention that woman would have equal ownership upon marriage represented a gift by fiancé conditioned upon marriage. **N.J.S.A. 46:3—17.**

**Asante v. Abban**, 568 A.2d 146, 237 N.J.Super. 495.

**N.J.Super.Ch. 1987.** 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 upon marriage

† This Case was not selected for publication in the National Reporter System. For legislative history of cited statutes, see New Jersey Statutes Annotated

## ⇒34 GIFTS

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

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

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

Former fiancé was entitled to sole title in condominium, in which couple had planned to live following marriage, after engagement had been broken, where credible evidence demonstrated all payments toward condominium were made by him, provided former fiancée was removed from liability on condominium's mortgage; fiancée's ownership as tenant in common was a conditional gift.

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

Former fiancé was entitled to proceeds of stock purchased by him in anticipation of marriage, which was mistakenly put in fiancée's name only, instead of joint ownership, and sold by her after engagement was broken.

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

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

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

**N.J.Super.Ch. 1964.** Ring given as gift inter vivos to defendant need not be returned by her after annulment of marriage.

**Gerard v. Distefano**, 202 A.2d 220, 84 N.J.Super. 396.

⇒35. Validity.

Library references

C.J.S. Gifts §§ 13, 31.

⇒36. — In general.

**N.J.Super.A.D. 1996.** Validity of mortgage given as gift should be determined based on existence of three elements required to prove valid inter vivos gift, without reference to contractual consideration for the conveyance.

**Jennings v. Cutler**, 672 A.2d 1215, 288 N.J.Super. 553.

Fact that girlfriend who was given gift of mortgage might never have received sums secured by mortgage because prop-

† This Case was not selected for publication in the National Reporter System. For legislative history of cited statutes, see New Jersey Statutes Annotated

10D N J D 2d—238

erty might not have been sold or, if sold, might not have generated sufficient proceeds to pay off mortgage did not invalidate gift of mortgage, although it might have disappointed girlfriend's expectations.

**Jennings v. Cutler**, 672 A.2d 1215, 288 N.J.Super. 553.

**N.J.Super.A.D. 1985.** Mother's gift of her residence to her son could be invalidated as improvident gift in light of relationship of trust which mother justifiably reposed in her son, inadequate explanation of consequences of her act, and lack of independent legal advice.

**Petruccio v. Petruccio**, 501 A.2d 593, 205 N.J.Super. 577.

It is not necessary that undue influence must actually be shown to have been exerted before improvident gift can be avoided.

**Petruccio v. Petruccio**, 501 A.2d 593, 205 N.J.Super. 577.

⇒37. — Mistake and misrepresentation.

For other cases see earlier editions of this digest, the Decennial Digests, and WESTLAW.

⇒38. — Fraud, duress, and undue influence.

**N.J. 2008.** "Undue influence" is a mental, moral, or physical exertion of a kind and quality that destroys the free will of the testator by preventing that person from following the dictates of his or her own mind as it relates to the disposition of assets, generally by means of a will or inter vivos transfer in lieu thereof.

**In re Estate of Stockdale**, 953 A.2d 454, 196 N.J. 275.

**N.J. 1967.** Whenever it appears that the relations between the parties to an inter vivos gift are of such character that in reasonable probability they do not deal with each other on terms of equality because one has given friendship and justifiably reposes confidence in the other, that on the donee's side superior knowledge exists as to the nature of the transaction, proposed by him, as well as the detriment to be suffered by the donor if he engages in it, and the donee fails to see to it that the donor thoroughly understands its na-

† This Case was not selected for publication in the National Reporter System. For legislative history of cited statutes, see New Jersey Statutes Annotated



# Method 2: Table of Contents

10D N J D 2d—227

## 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

I. INTER VIVOS, ¶1-52.

II. CAUSA MORTIS, ¶53-85.

#### I. INTER VIVOS.

- ¶1. Nature of gift in general.
2. What law governs.
3. Statutory provisions.
4. Requisites 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.
  - 7.1. — In general.
8. — Real property and interests therein.
9. — Personal property in general.

10D N J D 2d—229

GIFTS

#### I. INTER VIVOS.—Continued.

33. Forgiveness of debt of donee.
    - (1). In general.
    - (2). Gift as affected by delivery of obligation to donee.
  34. Qualified or conditional gifts.
  35. Validity.
  36. — In general.
  37. — Mistake and misrepresentation.
  38. — Fraud, duress, and undue influence.
  39. — Illegality.
  40. Ratification.
  41. Revocation and rescission.
  42. Operation and effect.
    - 42.1. — In general.
  43. — As to parties.
  44. — As to bona fide purchasers.
  45. Pleading.
  46. Evidence.
    - 46.1. — In general.
  47. — Presumptions and burden of proof.
    - (1). In general.
    - (2). Delivery and acceptance.
    - (3). Validity.
  48. — Admissibility.
  49. — Weight and sufficiency.
    - (1). In general.
    - (2). Validity.
    - (3). Delivery and acceptance.
    - (4). Gift of land in general.
    - (5). Gift of money or bank deposits in general.
    - (6). Gift of notes or securities in general.
  50. Questions for jury.
  51. Instructions.
  52. Verdict and findings.
- #### II. CAUSA MORTIS.
- ¶53. Requisites in general.
    - 53.5. What law governs.
  54. Gifts causa mortis distinguished from other transactions.
    - 54.1. — In general.
  55. — Gifts inter vivos.
  56. Property which may be subject of gift.
  57. Time of taking effect.
  58. Parties.
  59. Expectation of death.
  60. Intent.
  61. Necessity for execution.



# Look in the digest....

10D N J D 2d—237

For references to other topics, see Descriptive-Word Index

⇒30(3). Delivery of certificate or bank book.

**N.J.Super.A.D. 1954.** Delivery of a chose in action without assignment is regarded as valid, as respects gift, where there is, for instance, in the case of a bank account, the delivery of a pass book.

**Poster v. Reiss**, 107 A.2d 24, 31 N.J.Super. 496, certification granted 108 A.2d 211, 16 N.J. 221, reversed 112 A.2d 553, 18 N.J. 41, 48 A.L.R.2d 1391.

⇒30(4). Deposit in names of donor and donee.

**N.J.Super.A.D. 2002.** The creation of a joint account, with a right of survivorship, in a bank or other financial institution does not, by itself, constitute an inter vivos gift by the party depositing assets into the account to the other named party.

**Lebitz-Freeman v. Lebitz**, 803 A.2d 156, 353 N.J.Super. 432, certification granted 812 A.2d 1110, 175 N.J. 78, appeal dismissed 845 A.2d 105, 179 N.J. 262.

⇒30(5)—32. For other cases see earlier editions of this digest, the Decennial Digests, and WESTLAW.

Library references

C.J.S. Gifts.

⇒32. Gifts of donor's note or check.

⇒32(1). In general.

**N.J.Super.A.D. 1976.** A check or promissory note drawn or executed by a purported donor may not be subject of a gift.

**Scherer v. Hyland**, 380 A.2d 704, 153 N.J.Super. 521, affirmed 380 A.2d 698, 75 N.J. 127.

⇒32(2)—33(1). For other cases see earlier editions of this digest, the Decennial Digests, and WESTLAW.

Library references

C.J.S. Gifts.

⇒33. Forgiveness of debt of donee.

⇒33(2). Gift as affected by delivery of obligation to donee.

**N.J.Super.Ch. 1955.** Even if instrument, which defendant asserted to be evi-

† This Case was not selected for publication in the National Reporter System. For legislative history of cited statutes, see New Jersey Statutes Annotated

## GIFTS ⇒34

dence of renunciation by deceased of any claim against defendant for money given defendant, represented an attempted gift, it would fail as an inter vivos gift or a gift causa mortis, in view of fact that the instrument evidencing the obligation remained in deceased's custody in her safe deposit box.

**Guerin v. Cassidy**, 119 A.2d 780, 38 N.J.Super. 454.

⇒34. Qualified or conditional gifts.

Library references

C.J.S. Gifts §§ 37—40, 64.

**N.J.Super.A.D. 1990.** Engagement ring is "conditional gift"; condition is marriage and ring is returnable only if engagement is broken.

**Winer v. Winer**, 575 A.2d 518, 241 N.J.Super. 510.

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 subject to equitable distribution. **N.J.S.A. 2A:34—23.1.**

**Winer v. Winer**, 575 A.2d 518, 241 N.J.Super. 510.

**N.J.Super.L. 1989.** Woman was entitled to receive 12.5 percent of appraised value of her former fiancé's property, less 12.5 percent of principal reductions on mortgage and less cost of capital improvements, where woman contributed 12.5 percent of purchase price of property while she was engaged to her fiancé, the engagement was broken off sometime after closing and it was intention of parties to take title to property as tenants in common and share ownership in proportion to financial contributions; intention that woman would have equal ownership upon marriage represented a gift by fiancé conditioned upon marriage. **N.J.S.A. 46:3—17.**

**Asante v. Abban**, 568 A.2d 146, 237 N.J.Super. 495.

**N.J.Super.Ch. 1987.** 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 upon marriage

† This Case was not selected for publication in the National Reporter System. For legislative history of cited statutes, see New Jersey Statutes Annotated

## ⇒34 GIFTS

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

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

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

Former fiancé was entitled to sole title in condominium, in which couple had planned to live following marriage, after engagement had been broken, where credible evidence demonstrated all payments toward condominium were made by him, provided former fiancée was removed from liability on condominium's mortgage; fiancée's ownership as tenant in common was a conditional gift.

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

Former fiancé was entitled to proceeds of stock purchased by him in anticipation of marriage, which was mistakenly put in fiancée's name only, instead of joint ownership, and sold by her after engagement was broken.

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

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

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

**N.J.Super.Ch. 1964.** Ring given as gift inter vivos to defendant need not be returned by her after annulment of marriage.

**Gerard v. Distefano**, 202 A.2d 220, 84 N.J.Super. 396.

⇒35. Validity.

Library references

C.J.S. Gifts §§ 13, 31.

⇒36. — In general.

**N.J.Super.A.D. 1996.** Validity of mortgage given as gift should be determined based on existence of three elements required to prove valid inter vivos gift, without reference to contractual consideration for the conveyance.

**Jennings v. Cutler**, 672 A.2d 1215, 288 N.J.Super. 553.

Fact that girlfriend who was given gift of mortgage might never have received sums secured by mortgage because prop-

† This Case was not selected for publication in the National Reporter System. For legislative history of cited statutes, see New Jersey Statutes Annotated

10D N J D 2d—238

erty might not have been sold or, if sold, might not have generated sufficient proceeds to pay off mortgage did not invalidate gift of mortgage, although it might have disappointed girlfriend's expectations.

**Jennings v. Cutler**, 672 A.2d 1215, 288 N.J.Super. 553.

**N.J.Super.A.D. 1985.** Mother's gift of her residence to her son could be invalidated as improvident gift in light of relationship of trust which mother justifiably reposed in her son, inadequate explanation of consequences of her act, and lack of independent legal advice.

**Petruccio v. Petruccio**, 501 A.2d 593, 205 N.J.Super. 577.

It is not necessary that undue influence must actually be shown to have been exerted before improvident gift can be avoided.

**Petruccio v. Petruccio**, 501 A.2d 593, 205 N.J.Super. 577.

⇒37. — Mistake and misrepresentation.

For other cases see earlier editions of this digest, the Decennial Digests, and WESTLAW.

⇒38. — Fraud, duress, and undue influence.

**N.J. 2008.** "Undue influence" is a mental, moral, or physical exertion of a kind and quality that destroys the free will of the testator by preventing that person from following the dictates of his or her own mind as it relates to the disposition of assets, generally by means of a will or inter vivos transfer in lieu thereof.

**In re Estate of Stockdale**, 953 A.2d 454, 196 N.J. 275.

**N.J. 1967.** Whenever it appears that the relations between the parties to an inter vivos gift are of such character that in reasonable probability they do not deal with each other on terms of equality because one has given friendship and justifiably reposes confidence in the other, that on the donee's side superior knowledge exists as to the nature of the transaction, proposed by him, as well as the detriment to be suffered by the donor if he engages in it, and the donee fails to see to it that the donor thoroughly understands its na-

† This Case was not selected for publication in the National Reporter System. For legislative history of cited statutes, see New Jersey Statutes Annotated

# Method 3: Known Key Number

10D N J D 2d—237

For references to other topics, see Descriptive-Word Index

◊30(3). Delivery of certificate or bank book.

**N.J.Super.A.D. 1954.** Delivery of a chose in action without assignment is regarded as valid, as respects gift, where there is, for instance, in the case of a bank account, the delivery of a pass book.

**Poster v. Reiss**, 107 A.2d 24, 31 N.J.Super. 496, certification granted 108 A.2d 211, 16 N.J. 221, reversed 112 A.2d 553, 18 N.J. 41, 48 A.L.R.2d 1391.

◊30(4). Deposit in names of donor and donee.

**N.J.Super.A.D. 2002.** The creation of a joint account, with a right of survivorship, in a bank or other financial institution does not, by itself, constitute an inter vivos gift by the party depositing assets into the account to the other named party.

**Lebitz-Freeman v. Lebitz**, 803 A.2d 156, 353 N.J.Super. 432, certification granted 812 A.2d 1110, 175 N.J. 78, appeal dismissed 845 A.2d 105, 179 N.J. 262.

◊30(5)—32. For other cases see earlier editions of this digest, the Decennial Digests, and WESTLAW.

Library references

C.J.S. Gifts.

◊32. Gifts of donor's note or check.

◊32(1). In general.

**N.J.Super.A.D. 1976.** A check or promissory note drawn or executed by a purported donor may not be subject of a gift.

**Scherer v. Hyland**, 380 A.2d 704, 153 N.J.Super. 521, affirmed 380 A.2d 698, 75 N.J. 127.

◊32(2)—33(1). For other cases see earlier editions of this digest, the Decennial Digests, and WESTLAW.

Library references

C.J.S. Gifts.

◊33. Forgiveness of debt of donee.

◊33(2). Gift as affected by delivery of obligation to donee.

**N.J.Super.Ch. 1955.** Even if instrument, which defendant asserted to be evi-

† This Case was not selected for publication in the National Reporter System. For legislative history of cited statutes, see New Jersey Statutes Annotated

## GIFTS ◊34

dence of renunciation by deceased of any claim against defendant for money given defendant, represented an attempted gift, it would fail as an inter vivos gift or a gift causa mortis, in view of fact that the instrument evidencing the obligation remained in deceased's custody in her safe deposit box.

**Guerin v. Cassidy**, 119 A.2d 780, 38 N.J.Super. 454.

◊34. Qualified or conditional gifts.

Library references

C.J.S. Gifts §§ 37—40, 64.

**N.J.Super.A.D. 1990.** Engagement ring is "conditional gift"; condition is marriage and ring is returnable only if engagement is broken.

**Winer v. Winer**, 575 A.2d 518, 241 N.J.Super. 510.

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 subject to equitable distribution. **N.J.S.A. 2A:34—23.1.**

**Winer v. Winer**, 575 A.2d 518, 241 N.J.Super. 510.

**N.J.Super.L. 1989.** Woman was entitled to receive 12.5 percent of appraised value of her former fiancé's property, less 12.5 percent of principal reductions on mortgage and less cost of capital improvements, where woman contributed 12.5 percent of purchase price of property while she was engaged to her fiancé, the engagement was broken off sometime after closing and it was intention of parties to take title to property as tenants in common and share ownership in proportion to financial contributions; intention that woman would have equal ownership upon marriage represented a gift by fiancé conditioned upon marriage. **N.J.S.A. 46:3—17.**

**Asante v. Abban**, 568 A.2d 146, 237 N.J.Super. 495.

**N.J.Super.Ch. 1987.** 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 upon marriage

† This Case was not selected for publication in the National Reporter System. For legislative history of cited statutes, see New Jersey Statutes Annotated

## ◊34 GIFTS

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

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

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

Former fiancé was entitled to sole title in condominium, in which couple had planned to live following marriage, after engagement had been broken, where credible evidence demonstrated all payments toward condominium were made by him, provided former fiancée was removed from liability on condominium's mortgage; fiancée's ownership as tenant in common was a conditional gift.

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

Former fiancé was entitled to proceeds of stock purchased by him in anticipation of marriage, which was mistakenly put in fiancée's name only, instead of joint ownership, and sold by her after engagement was broken.

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

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

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

**N.J.Super.Ch. 1964.** Ring given as gift inter vivos to defendant need not be returned by her after annulment of marriage.

**Gerard v. Distefano**, 202 A.2d 220, 84 N.J.Super. 396.

◊35. Validity.

Library references

C.J.S. Gifts §§ 13, 31.

◊36. — In general.

**N.J.Super.A.D. 1996.** Validity of mortgage given as gift should be determined based on existence of three elements required to prove valid inter vivos gift, without reference to contractual consideration for the conveyance.

**Jennings v. Cutler**, 672 A.2d 1215, 288 N.J.Super. 553.

Fact that girlfriend who was given gift of mortgage might never have received sums secured by mortgage because prop-

† This Case was not selected for publication in the National Reporter System. For legislative history of cited statutes, see New Jersey Statutes Annotated

10D N J D 2d—238

erty might not have been sold or, if sold, might not have generated sufficient proceeds to pay off mortgage did not invalidate gift of mortgage, although it might have disappointed girlfriend's expectations.

**Jennings v. Cutler**, 672 A.2d 1215, 288 N.J.Super. 553.

**N.J.Super.A.D. 1985.** Mother's gift of her residence to her son could be invalidated as improvident gift in light of relationship of trust which mother justifiably reposed in her son, inadequate explanation of consequences of her act, and lack of independent legal advice.

**Petruccio v. Petruccio**, 501 A.2d 593, 205 N.J.Super. 577.

It is not necessary that undue influence must actually be shown to have been exerted before improvident gift can be avoided.

**Petruccio v. Petruccio**, 501 A.2d 593, 205 N.J.Super. 577.

◊37. — Mistake and misrepresentation.

For other cases see earlier editions of this digest, the Decennial Digests, and WESTLAW.

◊38. — Fraud, duress, and undue influence.

**N.J. 2008.** "Undue influence" is a mental, moral, or physical exertion of a kind and quality that destroys the free will of the testator by preventing that person from following the dictates of his or her own mind as it relates to the disposition of assets, generally by means of a will or inter vivos transfer in lieu thereof.

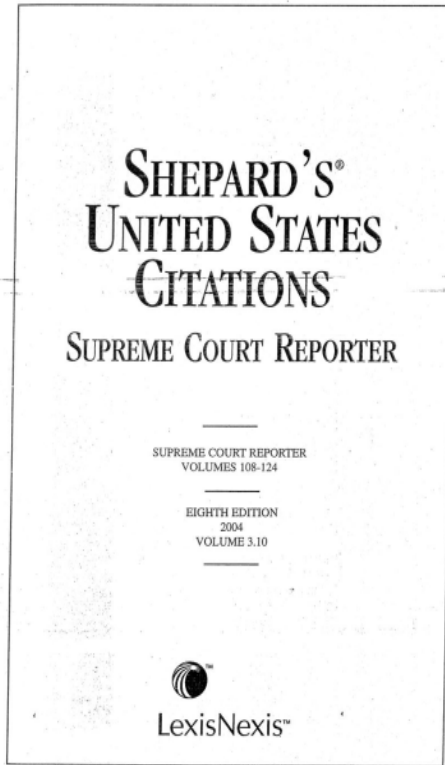
In re Estate of Stockdale, 953 A.2d 454, 196 N.J. 275.

**N.J. 1967.** Whenever it appears that the relations between the parties to an inter vivos gift are of such character that in reasonable probability they do not deal with each other on terms of equality because one has given friendship and justifiably reposes confidence in the other, that on the donee's side superior knowledge exists as to the nature of the transaction, proposed by him, as well as the detriment to be suffered by the donor if he engages in it, and the donee fails to see to it that the donor thoroughly understands its na-

# Finding Other Cases: The Citator Approach

- **What it does:** Citators helps 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.

# Searching by Citator



Case Name

Third Circuit References

SUPREME COURT REPORTER Vol. 116

76TxL1639	63FS2d165	245F3d223	103F3d2445	97FS2d1854	943FS <sup>5</sup> 1033
78TxL439	f) 67FS2d28	245F3d224	103F3d2445	97FS2d1854	943FS <sup>5</sup> 1034
86VaL1249	67FS2d1131	f) 245F3d228	107F3d19	97FS2d1854	943FS <sup>5</sup> 1035
110YLJ947	f) 74FS2d <sup>5</sup> 153	264F3d360	228F3d607	97FS2d855	f) 966FS840
113YLJ27	f) 74FS2d <sup>6</sup> 153	282F3d1211	228F3d <sup>6</sup> 609	d) 97FS2d857	f) 966FS841
129LJ944n	f) 74FS2d154	2004USDist	228F3d <sup>6</sup> 609	f) 97FS2d860	966FS841
135LJ1151n	74FS2d <sup>10</sup> 156	[LX6687	d) 254F3d575	f) 171FS2d <sup>14</sup>	966FS842
48B159n	106FS2d <sup>5</sup> 228	f) 2004USDist	254F3d <sup>5</sup> 576	[689	966FS842
50B38n	158FS2d <sup>6</sup> 176	[LX6691	254F3d14578	f) 171FS2d <sup>15</sup>	966FS <sup>10</sup> 842
51B493n	193FS2d <sup>9</sup> 389	2004USDist	e) 254F3d579	[689	966FS9843
52B26n	218FS2d117	[LX11552	254F3d <sup>15</sup> 580	190FS2d1044	966FS <sup>11</sup> 843
	301FS2d43	965FS568	f) 254F3d582	f) 210FS2d <sup>14</sup>	16FS2d1114
	321FS2d197	965FS <sup>9</sup> 570	254F3d <sup>9</sup> 583	[858	e) 16FS2d1118
	240BRW <sup>5</sup> 162	e) 965FS571	254F3d <sup>10</sup> 583	d) 227FS2d858	19FS2d1065
	Cir. 2	965FS <sup>5</sup> 571	314F3d197	172FRD <sup>9</sup> 294	f) 19FS2d1069
	171F3d <sup>9</sup> 771	965FS <sup>5</sup> 571	f) 986FS368	Cir. 7	32FS2d1102
	195F3d <sup>1</sup> 105	965FS <sup>5</sup> 571	986FS <sup>13</sup> 370	109F3d <sup>1</sup> 246	d) 32FS2d1104
	195F3d <sup>6</sup> 105	274F3d700	986FS <sup>13</sup> 370	109F3d <sup>6</sup> 1246	37FS2d1140
	937FS <sup>13</sup> 182	f) 96FS2d <sup>16</sup> 413	986FS <sup>13</sup> 371	109F3d <sup>10</sup> 1249	38FS2d1099
	937FS <sup>15</sup> 184	110FS2d <sup>9</sup> 390	986FS <sup>9</sup> 371	121F3d <sup>7</sup> 1075	78FS2d <sup>10</sup> 332
	937FS <sup>19</sup> 185	143FS2d <sup>4</sup> 12	986FS <sup>10</sup> 371	f) 126F3d902	102FS2d1123
	e) 937FS186	145FS2d <sup>15</sup> 573	986FS <sup>15</sup> 371	126F3d <sup>9</sup> 907	140FS2d1016
	938FS1168	f) 146FS2d680	4FS2d657	126F3d <sup>9</sup> 909	161FS2d1014
	988FS <sup>2</sup> 755	f) 146FS2d <sup>6</sup> 683	19FS2d626	126F3d <sup>18</sup> 909	161FS2d <sup>5</sup> 1015
	988FS <sup>2</sup> 755	161FS2d405	f) 19FS2d627	126F3d <sup>18</sup> 909	174FS2d <sup>6</sup> 945
	d) 988FS756	229FS2d388	f) 96FS2d570	f) 189F3d636	179FS2d1064
	e) 988FS757	229FS2d <sup>19</sup> 389	98FS2d766	219F3d607	189FS2d951
	988FS <sup>12</sup> 757	259FS2d414	295FS2d441	j) 340F3d445	233FS2d <sup>19</sup>
	988FS <sup>14</sup> 757	f) 295FS2d449	246FS2d643	950FS247	11197
	f) 988FS758	302FS2d425	Cir. 6	f) 950FS <sup>2</sup> 249	240FS2d1019
	21FS2d419	f) 302FS2d432	105F3d1092	f) 950FS <sup>2</sup> 249	Cir. 9
	43FS2d260	313FS2d477	105F3d <sup>1</sup> 1093	960FS1383	2003USApp
	89FS2d <sup>1</sup> 259	h) 313FS2d478	105F3d <sup>11</sup> 1093	d) 960FS1384	[LX27248
	136FS2d1201	f) 313FS2d478	105F3d <sup>7</sup> 1094	960FS <sup>13</sup> 1384	92F3d <sup>8</sup> 111
	136FS2d <sup>2</sup> 201	Cir. 4	105F3d <sup>19</sup> 1094	24FS2d953	92F3d <sup>8</sup> 111
	d) 136FS2d205	f) 103F3d326	105F3d <sup>14</sup> 1094	48FS2d1874	f) 92F3d812
	175FS2d <sup>6</sup> 112	103F3d <sup>3</sup> 327	105F3d <sup>15</sup> 1094	48FS2d <sup>18</sup> 75	92F3d <sup>18</sup> 12
	177FS2d <sup>5</sup> 192	103F3d <sup>3</sup> 328	105F3d <sup>19</sup> 1096	57FS2d <sup>6</sup> 24	94F3d1264
	200FS2d1264	103F3d <sup>7</sup> 329	105F3d <sup>1</sup> 1096	117FS2d <sup>18</sup> 72	d) 94F3d1265
	291FS2d208	103F3d <sup>8</sup> 329	105F3d <sup>12</sup> 1098	153FS2d <sup>6</sup> 940	94F3d <sup>19</sup> 1265
	211FRD142	103F3d <sup>10</sup> 330	d) 105F3d1099	q) 153FS2d <sup>9</sup> 42	j) 94F3d1268
	Cir. 3	f) 114F3d39	173F3d394	d) 153FS2d943	100F3d666
	d) 2004USApp	116F3d <sup>7</sup> 103	180F3d <sup>7</sup> 747	172FS2d1031	407F3d739
	[LX14942	f) 116F3d <sup>7</sup> 104	209F3d <sup>8</sup> 891	178FS2d957	d) 107F3d740
	2004USApp	179F3d5	e) 231F3d223	297FS2d1144	f) 107F3d741
	[LX <sup>7</sup> 14942	183F3d310	231F3d <sup>2</sup> 223	e) 175FRD <sup>11</sup>	110F3d <sup>19</sup> 1408
	2004USApp	271F3d603	231F3d <sup>14</sup> 229	[521	110F3d <sup>19</sup> 1413
	[LX <sup>11</sup> 14942	288F3d <sup>5</sup> 590	231F3d <sup>12</sup> 234	Cir. 8	110F3d <sup>6</sup> 1413
	j) 2004USApp	69Fed Appx	~) 231F3d237	2004USApp	d) 110F3d1414
	[LX14942	[143	~) 231F3d <sup>19</sup> 238	[LX15366	110F3d <sup>13</sup> 1414
	94F3d111	968FS <sup>5</sup> 300	246F3d <sup>5</sup> 554	152F3d1055	f) 110F3d <sup>13</sup>
	132F3d <sup>9</sup> 155	84FS2d777	248F3d <sup>5</sup> 522	184F3d <sup>8</sup> 808	[1414
	159F3d <sup>8</sup> 19	84FS2d <sup>7</sup> 780	248F3d <sup>5</sup> 522	236F3d958	110F3d <sup>14</sup> 1414
	f) 159F3d823	f) 84FS2d782	346F3d <sup>1</sup> 593	e) 236F3d960	f) 110F3d <sup>14</sup>
	f) 159F3d <sup>7</sup> 823	108FS2d521	22Fed Appx	236F3d <sup>11</sup> 961	[1414
	f) 159F3d <sup>18</sup> 23	108FS2d <sup>15</sup> 22	947FS1140	236F3d <sup>16</sup> 961	110F3d <sup>15</sup> 1414
	159F3d <sup>8</sup> 824	f) 108FS2d524	984FS <sup>5</sup> 591	f) 236F3d962	[1414
	184F3d247	130FS2d732	f) 984FS <sup>5</sup> 595	236F3d <sup>19</sup> 964	j) 110F3d1417
	184F3d <sup>2</sup> 248	218FS2d805	d) 47FS2d893	273F3d787	121F3d <sup>4</sup> 75
	e) 184F3d250	f) 218FS2d806	47FS2d <sup>8</sup> 894	e) 273F3d792	125F3d1311
	f) 184F3d254	248FS2d <sup>6</sup> 460	273F3d <sup>12</sup> 793	d) 273F3d795	146F3d1055
	j) 184F3d256	266FS2d478	64FS2d655	f) 273F3d <sup>19</sup> 795	154F3d <sup>1</sup> 1031
	d) 193F3d791	320FS2d446	92FS2d648	d) 273F3d <sup>19</sup> 795	160F3d <sup>1</sup> 1264
	193F3d <sup>7</sup> 791	Cir. 5	97FS2d <sup>8</sup> 821	f) 273F3d <sup>19</sup> 795	160F3d <sup>1</sup> 1265
	193F3d <sup>7</sup> 791	95F3d4	97FS2d853	284F3d899	172F3d687
	193F3d <sup>7</sup> 791	d) 103F3d445	97FS2d <sup>11</sup> 854	f) 2004USDist	[LX148
			97FS2d <sup>11</sup> 854		

Continued



# ONLINE LEGAL RESEARCH

---

# 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)

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

Source: [http://guides.law.csuohio.edu/wexis\\_pricing](http://guides.law.csuohio.edu/wexis_pricing)

## 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.



# 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)

# Westlaw Classic Search

Westlaw Classic

FIND & PRINT KEYCITE DIRECTORY KEY NUMBERS SITE MAP HELP SIGN OFF

COURT DOCS FORMFINDER PEOPLE MAP EXPERT CENTER COURT WIRE Preferences Alert Center Research Trail

Westlaw Librarians New Jersey New York Litigation E-Discovery Expert Expert Center Add a Tab

Edit Search: sy,di,he(engagement /3 ring /p broke! irretreiv! gift Database: nj-cs SEARCH Locate in Result

Greenberg Traurig Documents

Results: 10 Documents [Add Search to WestClip](#)

SELECT TO PRINT, EMAIL, ETC.

**1. In re Estate of Link,**  
328 N.J. Super. 600, 746 A.2d 540, N.J. Super. Ch., November 03, 1999 (NO. MON-P-232-99)  
...and complete during the lifetime of the donor, wholly divesting him of the possession, dominion, and control thereof. [8] 191 Gifts 1911I Causa Mortis 191k 62 Delivery 191k 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.....

**2. Winer v. Winer,**  
241 N.J. Super. 510, 575 A.2d 518, N.J. Super. A.D., June 07, 1990 (NO. A-4597-88T1)  
...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 191I Inter Vivos 191k 34 k. Qualified or conditional gifts. Engagement ring is "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 718 k. Gifts and inheritance. (Formerly 134k719 134k252.3(1) 191 Gifts 191I Inter Vivos 191k 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.....

**3. Aronow v. Silver,**  
223 N.J. Super. 344, 538 A.2d 851, N.J. Super. Ch., November 17, 1987 (NO. C-6821-86)  
...not liable to parents of former fiancée for monies expended in preparation of marriage. So ordered. West Headnotes [1] 191 Gifts 191I Inter Vivos 191k 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 upon 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 not 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 191I Inter Vivos 191k 34 k. Qualified or Conditional.....

**4. Gerard v. Distefano,**  
84 N.J. Super. 396, 202 A.2d 220, N.J. Super. Ch., June 12, 1964 (NO. M 3198)  
...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 191I Inter Vivos 191k 46 Evidence 191k 49 Weight and Sufficiency 191k 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 191I Inter Vivos 191k 34 k. Qualified or conditional gifts. Ring given as gift inter vivos to.....

**5. Baberman v. Searl**

**ResultsPlus™** [View All Results](#)

**New Jersey Practice: Family Law and Practice**  
[1. Equitable Distribution, Specific Assets and Liabilities Subject to Equitable Distribution-Engagement Ring](#)

**New Jersey Practice: Family Law and Practice**  
[2. Domestic Torts, "Heart Balm" Act](#)

**Equitable Distribution of Property**  
[3. Classification, Burden of Proof, Separate Property, Joint Gifts-Engagement Rings and Wedding Presents](#)

**Social Security Disability Claim Practice & Procedure**  
[4. Post-Entitlement Issues and Benefit Terminations, Work Incentives, Work Incentives, in General](#)

**Social Security Disability Claim Practice & Procedure**  
[5. Sequential Evaluation Process, Step 3: Listing of Impairments, Other Authority for Listed and Non-Listed Impairments: Poms and Ssrs](#)

**New Jersey Motion**  
[6. ALBERTA TELECOMMUNICATIONS...](#)  
...Protection organized in rings of connected protection links (asserted claim 1) 69...  
2011  
United States District Court, D. New Jersey.  
[Click for Free Summary](#)

**New Jersey Motion**  
[7. GOLDPOLY \(QUANHOU\) SCIENCE...](#)  
...Plaintiff, a Chinese entity, placed the Contracts on its letterhead. (Di Pietro Aff., ¶¶ 3 and 4) The Contracts are written in Chinese and in English. (Di Pietro Aff., ¶ 3) MX agreed to

# Westlaw: Synopsis/Headnotes

**Westlaw Classic** FIND & PRINT KEYCITE DIRECTORY KEY NUMBERS SITE MAP HELP SIGN OFF

COURT DOCS FORMFINDER PEOPLE MAP EXPERT CENTER COURT WIRE Preferences Alert Center Research Trail

Westlaw Librarians New Jersey New York Litigation E-Discovery Expert Expert Center Add a Tab

Result List 10 Docs Links for 538 A.2d 851

Full Screen List Edit Search | Locate in Result

Some negative history but not overruled KeyCite

Full History Direct History (Graphical View) Citing References Monitor With KeyCite Alert Greenberg Traurig Citing Refs

Featured Trial Document Powered by KeyCite

**Kenneth Bradford ADOLPHSON, Plaintiff, v. Christina JONSSON,...**  
★ ★ HN: 1  
Trial Pleading (N.J.Super.L., 2006)  
Complaint...  
See All Trial Documents Citing this Case

Full-Text Document  
• Case Outline

ResultsPlus™ View All Results

**ALR**  
1. Rights in Respect of Engagement and Courtship Presents When Marriage Does Not Ensur

**Restatement of Property**  
2. Requirements for Effectuating a Donative Transfer, Accomplishing a Donative Transfer in Donor's Lifetime Without Using a Document of Transfer, Gift of Personal Property in Which the Donor Retains Reversionary Interest

**Am. Jur. 2d: Gifts**  
3. Revocation: Conditional Gifts, Gifts Causa Mortis, Generally; by Donor's Act  
View All Results  
List of ResultsPlus Publications

**Aronow v. Silver**  
223 N.J.Super. 344, 538 A.2d 851  
N.J.Super.Ch., 1987.  
November 17, 1987 (Approx. 6 pages)

West Reporter Image (PDF)  
223 N.J.Super. 344, 538 A.2d 851

Superior Court of New Jersey, Chancery Division,  
Burlington County.  
Philip ARONOW, Plaintiff,  
v.  
Elizabeth SILVER, Defendant.  
Robert SILVER and Cybil Silver, his wife, Third-Party Plaintiffs and Intervenor,  
v.  
Philip ARONOW, Defendant.  
Decided Nov. 17, 1987.

SYNOPSIS

After breakup of engagement, former fiancé brought suit to recover engagement ring, proceeds from stock, and title in condominium. The Superior Court, Burlington County, Chancery Division, Haines, A.J.S.C., held that: (1) engagement ring must be returned to former fiancé, regardless of fault; (2) former fiancé was entitled to sole title in condominium upon discharge of former fiancée's liability on mortgage; (3) stocks and proceeds from stocks held jointly in anticipation of marriage were to be returned to original donors; and (4) former fiancé was not liable to parents of former fiancée for monies expended in preparation of marriage.

So ordered.

West Headnotes

[1] KeyCite Citing References for this Headnote

191 Gifts  
191 Inter Vivos  
191k34 k. Qualified or Conditional Gifts. Most Cited Cases

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

[2] KeyCite Citing References for this Headnote

Headnotes

# Westlaw: KeyCite

The screenshot displays the Westlaw Classic KeyCite interface. At the top, navigation tabs include Westlaw, Librarians, New Jersey, New York, Litigation, E-Discovery, Expert, and Expert Center. The main content area is titled 'Aronow v. Silver' (223 N.J. Super. 344, 538 A.2d 851, N.J. Super. Ch., 1987, November 17, 1987). Below the case title, there are sections for 'Citing References' (Showing 73 documents) and 'Negative Cases (U.S.A.)'. The 'Negative Cases' section is divided into 'Declined to Follow by' and 'Positive Cases (U.S.A.)'. The 'Declined to Follow by' section lists cases like Cooper v. Smith and Curtis v. Anderson. The 'Positive Cases' section is further divided into 'Examined' (Asante v. Abban) and 'Discussed' (Cole v. Tokarz, Salens v. Tubbs, Fierro v. Hoel, Heiman v. Parrish, Vigil v. Haber, Fanning v. Iversen). A 'Cited' section at the bottom lists Sipko v. Koger, Inc. The left sidebar contains a 'Result List' (10 Docs), 'Links for 538 A.2d 851', 'Full History', 'Direct History (Graphical View)', 'Citing References', 'Monitor With KeyCite Alert', 'Greenberg Traurig Citing Refs', 'Featured Trial Document' (Kenneth Bradford ADOLPHSON, Plaintiff, v. Christina JONSSON...), 'Full-Text Document' (Case Outline), 'ResultsPlus' (View All Results), 'ALR' (Rights in Respect of Engagement and Courtship Presents When Marriage Does Not Ensur), 'Restatement of Property' (Requirements for Effectuating a Donative Transfer...), and 'Am. Jur. 2d: Gifts' (Revocation; Conditional Gifts, Gifts Causa Mortis, Generally; by Donor's Act).

# Westlaw: Key Number System

The screenshot displays the Westlaw Classic interface. At the top, there is a navigation bar with links for FIND&PRINT, KEYCITE, DIRECTORY, KEY NUMBERS, and SITE MAP. Below this, there are tabs for COURT DOCS, FORMFINDER, PEOPLE MAP, EXPERT CENTER, and COURT WIRE. The main content area shows a tree view of the Key Number System for INTER VIVOS, k1-k52. The tree is organized into a hierarchy, with the main heading 'I. INTER VIVOS, k1-k52' and sub-headings for each key number. The key numbers are listed as follows:

- 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 Parol 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

Lexis® Switch Client | Preferences | Help | Sign Out

Search ▾ Get a Document ▾ Shepard's® ▾ More ▾ History Alerts

FOCUS™ Terms (engagement w/3 ring /25 broken! ◀ Search Within Original Results (1 - 12) ▾ Go Advanced... View Tutorial

View Cite ▾  
Sort By Default ▾ What's this? 1 - 10 of 12  
Edit Search | Save As Alert | Hide Hits

Source: [New Jersey > Find Cases > NJ State Cases, Combined](#) ⓘ  
Terms: **(engagement w/3 ring /25 broken! or irretriev! or gift) and CORE-TERMS("engagement ring" and gift)** (Suggest Terms for My Search)

Select for FOCUS™ or Delivery

1. **Larocco v. Gardella**, DOCKET NO. FM-13-080-02C , SUPERIOR COURT OF NEW JERSEY, CHANCERY DIVISION, FAMILY PART, MONMOUTH COUNTY, 352 N.J. Super. 234; 799 A.2d 742; 2002 N.J. Super. LEXIS 302, January 31, 2002, Decided

**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 property 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 ...  
... personally involves a diamond ring, which he identifies as an **engagement ring**. Therefore, under New Jersey law, he 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) ...

2. **Winer v. Winer**, No. A-4597-88T1 , Superior Court of New Jersey, Appellate Division, 241 N.J. Super. 510; 575 A.2d 518; 1990 N.J. Super. LEXIS 196, May 16, 1990, Argued , June 7, 1990, Decided , APPROVED FOR PUBLICATION June 21, 1990.

**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 ...  
... on 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

Lexis® Switch Client | Preferences | Help | Sign Out

Search ▾ Get a Document ▾ Shepard's® ▾ More ▾ History Alerts

FOCUS™ Terms (engagement w/3 ring /25 broken! Search Within Original Results (1 - 12) Go Advanced... View Tutorial

Related Content View Full ▾ 4 of 12 ⇌

Edit Search | Save As Alert | More Like This | More Like Selected Text | Shepardize® | TOA  
▲ Aronow v. Silver, 223 N.J. Super. 344 (Copy w/ Cite) Pages: 11

#### Issue Analysis

- ALR® (1)  
Rights in respect of engagement and courtship presents when marriage does not ensue (44 A.L.R.5th 1)
- Jurisprudences and Witkin (1)  
Engagement rings and jewelry (38 Am Jur 2d Gifts § 70)
- Matthew Bender® (1) **RELEVANT**  
The Engagement Ring. (1-9 New Jersey Family Law § 9-8)
- Law Reviews (2)  
COMMENT: "BUT I CAN'T MARRY YOU": WHO IS ENTITLED TO THE ENGAGEMENT RING WHEN THE CONDITIONAL PERFORMANCE FALLS SHORT OF THE ALTAR? (17 J. Am. Acad. Matrimonial Law. 419)  
NOTE: Rules of Engagement (107 Yale L.J. 2583)


#### Document Outline


- Top of Document
- Subsequent History
- Case Summary
- Procedural Posture
- Overview
- Outcome
- Core Terms
- LexisNexis® Headnotes
- Counsel
- Judges
- Opinion By
- Opinion

#### 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

Contracts Law > Performance > Discharges & Terminations 


Contracts Law > Remedies > Restitution 


**HN1** 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](#)


Contracts Law > Breach > Causes of Action > General Overview 

Torts > Intentional Torts > Interference With Personal Relationships > Defenses 


**HN2** 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](#)

Contracts Law > Performance > Discharges & Terminations 

Contracts Law > Remedies > Restitution 

Estate, Gift & Trust Law > Personal Gifts > Lifetime Gifts 

**HN3** 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](#)

Real Property Law > Estates > Concurrent Ownership > Partition Actions 

**HN4** The court has the inherent power to shape a partition decision in a way that does equity. New Jersey accepts the principle of owelty, 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.

[https://www.lexis.com/research/form/byCitation?\\_m=ad0fb64091c568deddf1de50a73d36be&wcc...](https://www.lexis.com/research/form/byCitation?_m=ad0fb64091c568deddf1de50a73d36be&wcc...) Page Select a Reporter Doc 4 of 12 Term 36 of 36

# Lexis: Shepard's

Lexis® Switch Client | Preferences | Help | Sign Out

Search ▾ Get a Document ▾ Shepard's® ▾ More ▾ History Alerts

Shepardize®:

View: KWIC | Full 1 - 46 of 46 Total Cites  
Display Options ▶ FAST Print PDF Email Print

Save As Shepard's Alert® | Unrestricted | All Neg | All Pos | FOCUS™ - Restrict By  
**Shepard's®** ⚠ **Aronow v. Silver**, 223 N.J. Super. 344 (TOA)

Signal: ⚠ Caution: Possible negative treatment  
Trail: **Unrestricted**

Aronow v. Silver, 223 N.J. Super. 344, 538 A.2d 851, 1987 N.J. Super. LEXIS 1450 (Ch.Div. 1987)

**SHEPARD'S SUMMARY** HIDE

**Unrestricted Shepard's Summary**

No subsequent appellate history.

**Citing References:**

⚠ Cautionary Analyses: **Criticized (2), Distinguished (1)**

Positive Analyses: Followed (8)

Neutral Analyses: Dissenting Op. (2), Explained (1)

Other Sources: Law Reviews (9), Restatements (2), Statutes (1), Treatises (6)

**LexisNexis Headnotes:** HN1 (14), HN2 (9), HN3 (10), HN4 (2)  
Show full text of headnotes

**PRIOR HISTORY ( 0 citing references ) Hide Prior History**

▶ **(CITATION YOU ENTERED):**  
Aronow v. Silver, 223 N.J. Super. 344, 538 A.2d 851, 1987 N.J. Super. LEXIS 1450 (Ch.Div. 1987)

**CITING DECISIONS ( 28 citing decisions )**

**NEW JERSEY SUPREME COURT**

Select for Delivery

1. **Cited by:**  
Sipko v. Koger, Inc., 214 N.J. 364, 70 A.3d 512, 2013 N.J. LEXIS 602 (2013) LexisNexis Headnotes HN2  
214 N.J. 364 p.377  
70 A.3d 512 p.519

**NEW JERSEY SUPERIOR COURT, APPELLATE DIVISION**

2. **Cited by:**

Trail | Summary | Legend Cites | Total (46) 90 of 46

# Lexis Advance

Lexis Advance® Suite: **Research** Client: 999900.000001 My Workspace Settings Help Sign Out Feedback

Search All Browse Topics Browse Sources

Lexis Advance®  Search Search Tips  
 ★ Recent & Favorites Cases New Jersey All Practice Areas & Topics Shepard's®

Terms & Conditions

Cases Web

72 for broken engagement ring - Expanded Results - More options Sort by: Relevance

Narrow by... You've selected Clear All  
 New Jersey Save as a favorite

Search within results  OK

Jurisdiction

Court

State > New Jersey (72)

- Appeals Court 41
- Superior Court 16
- Supreme Court 8
- Court of Errors and Appeals 6
- County Court 1

Select multiple

Timeline

From 1886 To 2014  
 mm/dd/yyyy mm/dd/yyyy OK

Document Title	Jurisdiction	Court	Date
1. <b>Aronow v. Silver, 223 N.J. Super. 344</b> ... and their relatives. On three occasions, Elizabeth cancelled the engagement and returned the engagement ring, only to recant. Finally, with the marriage ceremony a few days away, the engagement was broken irretrievably. 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 Ensur," 46 A.L.R. ... <b>Overview:</b> Former fiancée 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.	New Jersey	Burlington County Superior Court	11/17/1987
2. <b>Beberman v. Segal, 6 N.J. Super. 472</b> Plaintiff ring giver gave defendant ring recipient an engagement 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 or 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 ... ... is 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. <b>Overview:</b> 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.	New Jersey	Superior Court	12/02/1949
3. <b>Sloin v. Lavine, 11 N.J. Misc. 899</b> <b>Engagement ring</b> 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	New Jersey	Supreme Court	11/15/1933

Filters

# WestlawNext

WestlawNext™ powered by WestSearch™ 999900.000001 | Folders | History | Alerts | Sign Off

Q- broken engagement ring All State & Federal SEARCH advanced UnknownOnePa... (0)

VIEW: << Cases (10)

1-10 Sort by: Relevance

Select all items No items selected

1. **Aronow v. Silver**  
 Superior Court of New Jersey, Chancery Division, Burlington County. | November 17, 1987 | 223 N.J.Super. 344 | 538 A.2d 851

After breakup of **engagement**, former fiancé brought suit to recover **engagement ring**, proceeds from stock, and title in condominium. The Superior Court, Burlington County, Chancery Division, Haines, A.J.S.C., held that: (1) **engagement ring** must be returned to former fiancé, regardless of fault; (2) former fiancé was entitled to sole title in...

...Our earliest case is *Sloin v. Lavine*, 11 N.J.Misc. 899, 168 A. 849 (Sup.Ct.1933), in which the court, citing the law of foreign jurisdictions, said: So we have on the merits the simple case of an **engagement ring** and **engagement broken** and **ring** not returned....

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

2. **Albanese v. Indelicato**  
 Second District Court of Jersey City, New Jersey. | February 01, 1947 | 25 N.J. Misc. 144 | 51 A.2d 110

Action by Michael Albanese against Lucille Indelicato to recover an **engagement ring**, a dinner **ring** and \$50 given by plaintiff to defendant. Judgment for plaintiff for **engagement ring** and judgment for defendant for dinner **ring** and money.

...**Engagement ring** was a symbol or pledge of coming marriage, and where **engagement** was **broken** off, no matter whether by plaintiff or defendant, she was required to return the **ring**, since the gift of the **ring** was conditional on marriage....

...If the **engagement is broken** off the **ring** should be returned since it is a conditional gift....

3. **Mate v. Abrahams**  
 Essex County Court, New Jersey. | December 21, 1948 | 62 A.2d 754

Action by Harold Mate against Rhona Wunderman Abrahams to recover an **engagement ring** given defendant by plaintiff. On plaintiff's motion to strike defendant's separate defense that plaintiff, having unjustifiably **broken** the **engagement**, could not recover the **ring**. Order denying the motion.

...Can a man, who has unjustifiably **broken** his **engagement** to marry, recover the **engagement ring** he gave the woman?...

...When agreement to marry is dissolved by parties' mutual consent or the woman unjustifiably breaks **engagement**, **engagement ring** given her by the man can be recovered by him, but a man unjustifiably breaking such an agreement cannot recover the **ring**....

4. **Sloin v. Lavine**  
 Supreme Court of New Jersey. | November 15, 1933 | 11 N.J. Misc. 899 | 168 A. 849

Action by Aaron Sloin against Mildred Lavine, by next friend. From the judgment, defendant appeals. Affirmed.

...So we have on the merits the simple case of an **engagement ring** and **engagement broken** and **ring** not returned

RELATED DOCUMENTS

Secondary Sources

I DO! OR DO I? A PRACTICAL GUIDE TO LOVE, COURTSHIP, AND HEARTBREAK IN NEW YORK - OR - WHO GETS THE RING BACK FOLLOWING A BROKEN ENGAGEMENT?

12 Buff. Women's L. J. 47  
 2004  
 Buffalo Women's Law Journal

... All too often "[i]n adjudicating the grievances of life and love . . . courts [and legislatures] have needed to address the disputed ownership of an **engagement ring** following a **broken engagement**."

§ 2:9.Gifts in contemplation of marriage

North Carolina Family Law Practice  
 1 N.C. Family Law Practice § 2:9

...A majority of jurisdictions have adopted a fault-based approach to determine disputed ownership of the **engagement ring** when an **engagement is broken**....

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

44 A.L.R.5th 1 (Originally published in 1996)

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

American Law Reports ALR5th

...Donor of **engagement ring** was entitled to return of the **ring** from former fiancé, under no-fault approach to resolution of **engagement ring**

VIEW: Overview 15 Cases 10 Statutes 44 Regulations 41 Administrative Decisions & Guidance 10,000 Trial Court Orders 21 Secondary Sources 143 Forms 3 Briefs 149 Trial Court Documents 64 Expert Materials 4,544 Jury Verdicts & Settlements 3,705 Proposed & Enacted Legislation 6,494 Proposed & Adopted Regulations 1,057 Arbitration Materials 5,641 All Results 31,916

NARROW: Undo Filters Select Multiple Filters

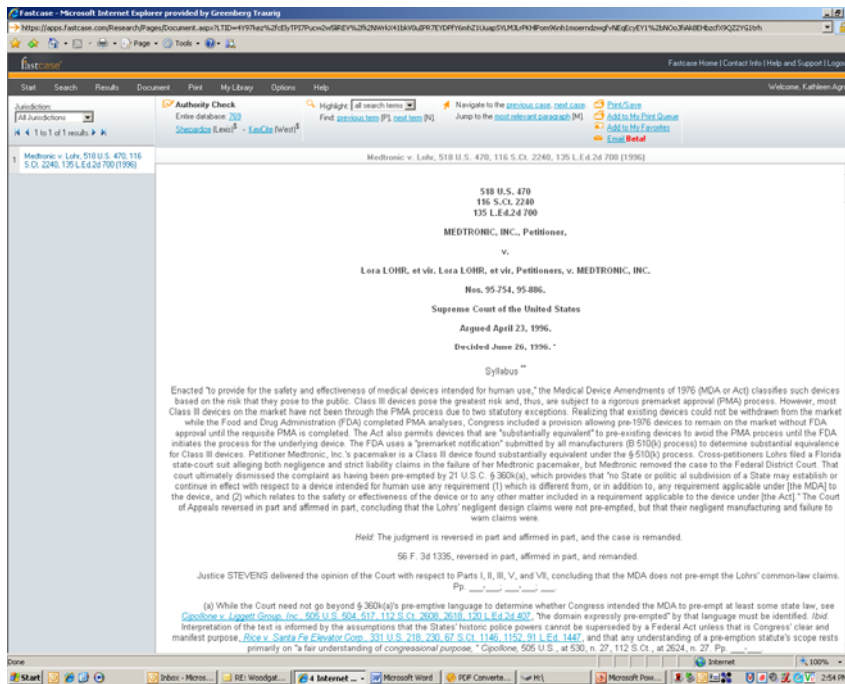
Search within results

Jurisdiction: Federal 32 State 228 Alabama 5 Arizona Ct. of Appeals 1 Arkansas 3

# Bloomberg Law

The screenshot displays the Bloomberg Law search interface. At the top, there is a navigation bar with options like 'Workspaces', 'Research Trail', 'Downloads', 'Saved Searches & Alerts', 'Client Matter (None Selected)', 'KATHY AGNO', 'Help', and 'Logout'. Below this is the Bloomberg Law logo and a search bar containing the text 'Find cases, news, companies, people and more...'. A secondary navigation bar includes 'Home', 'Search & Browse', 'Practice Centers', 'Litigation & Dockets', 'Transactional Law', 'Legislative & Regulatory', 'Legal Analysis & News', and 'Companies & Markets'. The main search area shows the keywords 'engagement ring' /p marriage /p brok' and a 'Search' button. On the left, there are sections for 'SEARCH CRITERIA' (Source: All New Jersey State Court Opinions, Keywords: 'engagement ring' /p marriage /p brok', Date: No Date Selection) and 'FILTER YOUR RESULTS' (Court: New Jersey Superior Court (5), New Jersey County Court (1); Topic: Damages & Remedies (2), Family Law (2), Contracts (1), Real Property (1), Personal Property (1); Judge: BIGELOW (1), EASTWOOD (1)). The main results area shows '1 - 6 of 6 Results' with a 'Sort Date' dropdown and 'Details Show' dropdown. The results list includes: 1. Winer v. Winer, 241 N.J. Super. 510, 575 A.2d 518 (Super. Ct. App. Div. 1990), Court Opinion (06/07/1990) - 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. Topic(s): Family Law. 2. Asante v. Abban, 237 N.J. Super. 495, 568 A.2d 146 (Super. Ct. Law. Div. 1989), Court Opinion (07/26/1989) - the gift of equal ownership was conditioned upon marriage. The court in Aronow stated that Nothing suggests the purchase amounted to a joint investment for other than marriage purposes. The condominium must be treated in the same manner as the engagement ring. Topic(s): Real Property, Mortgages & Liens. 3. Aronow v. Silver, 223 N.J. Super. 344, 538 A.2d 851 (Super. Ct. Ch. Div. 1987), Court Opinion (11/17/1987) - On three occasions Elizabeth cancelled the engagement and returned the engagement ring only to recant. Finally with the marriage ceremony a few days away the engagement was broken irretrievably. Each party in this resulting litigation faults the other. Each. Topic(s): Damages & Remedies. 4. Mandelbaum v. Weiss, 11 N.J. Super. 27, 77 A.2d 493 (Super. Ct. App. Div. 1950), Court Opinion (12/20/1950) - broken. 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. Mr Weiss apparently did. Topic(s): 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)