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Family Law Update

Of Shattered Dreams and Engagement Rings

The Superior Court of Pennsylvania has announced that an engagement ring must be returned to the giver when the engagement is broken, provided the ring was given in contemplation of the upcoming marriage.

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An age old controversy has finally been put to rest, at least in Pennsylvania. The issue, who keeps the engagement ring when the marriage does not occur, has been troubling our courts since the early 1930s.

The case of *Ruehling v. Hornung*, 98 Pa.Super.535 (1930), involved a broken engagement and an engagement ring, watch and medallion. That case established the principle that symbolic gifts, like engagement rings, must be returned when the wedding does not happen because of disability, death, joint agreement or the recipient's conduct.

Similar cases cropped up from time to time since the 1930's, and various approaches to the problem were developed. Finally, in the recent case of *Lindh v. Surnam*, 524 PGH 1996 (Pa.Super. 10/06/97), the Superior Court of Pennsylvania has announced that an engagement ring must be returned to the giver when the engagement is broken, provided the ring was given in contemplation of the upcoming marriage.

This tale involves a \$21,000 engagement ring given by Lindh to Surnam when he asked her to marry him in August 1993. In October 1993 Lindh got cold feet, and Surnam returned the ring. The couple later made amends, Lindh re-gave the ring, and Surnam began planning a wedding. In March 1994, Lindh broke off the engagement without explanation and requested return of the ring.

This time Surnam refused, and the case began to wind its way through the courts. The first stop was arbitration, where a panel of three arbitrators found in favor of Surnam. Her victory was short-lived though because Lindh appealed the award. The case was next heard by an Allegheny County Common Pleas Court Judge, who reversed the arbitration award using a "no fault" analysis. The Judge reasoned that in the absence of a prior agreement, a ring should be returned to the giver without regard to who broke off the engagement.

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According to the Superior Court, “the gift of the engagement ring, without more, is conditioned upon the marriage taking place and the ring must be returned to the donor if that condition does not occur.”

Not to be undone, Surnam took her case to the Superior Court. That Court agreed that Lindh should get the ring, but used a different approach to reach that conclusion. According to the Superior Court, “the gift of the engagement ring, without more, is conditioned upon the marriage taking place and the ring must be returned to the donor if that condition does not occur.”

While not adopting the “no fault” approach per se, under this rationale it is still immaterial who breaks the engagement or why. The important fact is that the engagement ring was given in contemplation of the wedding to come.

Prospective spouses everywhere should consider this: Presenting an engagement ring on a special occasion such as Christmas or a birthday may give rise to an argument that the ring was a present, not a conditional gift. As such, it may not have to be returned if a broken engagement occurs.

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The information contained in Family Law Update is not meant to provide opinions or advice on specific legal matters. If you would like to consult with me on a specific issue, please call.

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