

August 14, 2007

Mr. John J. Machurek
61 Notre Dame Avenue
New Castle, DE 19720
Pro-Se Plaintiff

Ms. Mellissia L. Wilson
8 Cawdor Lane
New Castle, DE 19720
Pro-Se Defendant

Re: *John J. Machurek v. Mellissia L. Wilson*
C.A. No.: 2006-12-467

Date Submitted: August 9, 2007
Date Decided: August 14, 2007

LETTER OPINION

Dear Mr. Machurek and Ms. Wilson:

Trial in the above captioned matter took place on Thursday, August 9, 2007 in the Court of Common Pleas, New Castle County, State of Delaware. Following the receipt of evidence and testimony the Court reserved decision. This is the Court's Final Decision and Order.¹

The Facts.

To be succinct, the Court has a very limited record for disposition of the instant civil Complaint. Both parties testimony at trial was very brief. Plaintiff moved into evidence one exhibit, the receipt for the diamond ring. (Plaintiff's Exhibit No.1"). The Complaint filed by plaintiff John J. Machurek ("Machurek") seeks a judgment from the defendant, Mellissia Wilson ("Wilson") in the amount of \$340.99 and court costs of \$125.00 for a diamond ring.

¹ The instant action is an *appeal de novo* pursuant to 10 *Del. C.* §9570 *et seq* and is ripe for decision in this Court.

The testimony at trial from both plaintiff and defendant indicated they were previously engaged to be married. At some point the parties broke up their engagement and defendant returned the engagement ring which is the subject of the instant lawsuit. A no-contact order was in place by the Magistrate's Court against plaintiff to cease and desist from seeking contact with the defendant when Wilson filed an action in State court.

In an attempt to reconcile, plaintiff returned the ring by depositing the ring in a post-office box leased by the defendant. The Court concludes this was an offer, since rejected by the plaintiff, to resume their engagement. The defendant claims at trial that she does not know where the ring is located. Defendant also asserts that since the plaintiff gratuitously gave the ring to her after the engagement was broken, the ring constitutes a gift.

Issue Pending Before This Court.

The issue pending before the Court is whether plaintiff has proven by a preponderance of the evidence that he is entitled to the judgment in the amount of the cost of the diamond ring.

The Law.

Although there appears to be no Delaware case law on point, several jurisdictions have addressed the issue of engagement rings and the obligation of the prospective bride to return the ring to the donor. "... The majority view among those jurisdictions that have ruled on the issue is that the donor of the ring is entitled to its return where the engagement is mutually broken. The rationale for this rule is that an engagement ring is a gift conditional on the subsequent marriage of the parties, and when the condition is not fulfilled, the donee no longer has any right to the ring." *Spinnell v. Quigley*, (1990) 56 Wash. App. 799, 785 P.2d 1149; Annot.; 46 A.L.R.3d 578 (1972).

Opinion And Order.

It appears to the Court following trial that the facts indicate the engagement was mutually broken by the parties. Neither the plaintiff nor the defendant presented factual testimony at trial that it was unilaterally broken. The plaintiff, in an attempt to reconcile the engagement apparently returned the ring to the defendant's possession by placing it in her post office box. Thereafter, defendant declined the offer to accept plaintiff's attempt to renew the engagement. As such, it was not a gift. The Court finds by a preponderance of evidence that plaintiff, as the donor, is entitled to the engagement ring as the defendant refused to accept his offer for reinstating the engagement. As such, the ring was a conditional gift to the defendant both when the engagement was mutually broken off by the parties, as well as the plaintiff's subsequent offer to reinstate the engagement. The condition precedent to be married was not fulfilled. Clearly, the original agreement to be engaged was mutually rescinded by both parties. The Court finds by a preponderance of evidence that plaintiff is entitled to \$340.99 plus post judgment interest at the legal rate. *6 Del.C. §2301 et seq.*

Defendant may satisfy this judgment if she simply returns the engagement ring to the plaintiff. Each party shall bear their own costs.

IT IS SO ORDERED this 14th day of August, 2007.

John K. Welch
Judge

/jb
cc: Ms. Rebecca Dutton, Case Processor
CCP, Civil Division