

IN THE COURT OF COMMON PLEAS OF THE STATE OF DELAWARE  
IN AND FOR KENT COUNTY

Grant R. Johnson, : C.A. No. 04-12-0026AP  
: :  
Plaintiff/Appellee, : :  
: :  
vs. : :  
: :  
Teresa Clark, : :  
: :  
Defendant/Appellant. : :

**Decision after trial.**

**Date of Trial: May 9, 2005**

**Date Decided: May 10, 2005**

**Judgment for the Plaintiff.**

Grant R. Johnson, 6284 W. Denney's Road, Dover, Delaware 19901, Pro Se  
Plaintiff/Appellee.

Stephen L. Nowak, Esquire, 5609 North DuPont Highway, Suite 12 and 13, Smyrna,  
Delaware 19977, Attorney for Defendant/Appellant.

Trader, J.

In this civil action I conclude that the transfer of the credit card debts from the defendant, Teresa Clark (Clark), to the plaintiff, Grant Johnson (Johnson), was a gift in contemplation of marriage and was deemed conditioned on the marriage of the two parties. Since the engagement was terminated either by the donee or by mutual consent of the parties, the property or money given in contemplation of marriage must be returned. Accordingly, I enter judgment for the plaintiff.

The relevant facts are as follows: Clark met Johnson in November 1999 and they began dating and were engaged to be married. During the time of their engagement, Johnson proposed to Clark that she transfer two credit card debts to his account because he was paying zero percent interest on that account. She agreed to the transfer of her two credit debts to his credit account and thereafter Johnson transferred the credit debt to his account. The relationship of the parties, which both parties describe as unstable, was eventually terminated. After the termination of the relationship, Johnson sought repayment of the amount of the credit card transfers less some payments for a cell phone rental. I am considering this matter *de novo* on appeal from the Justice of the Peace Court.

In the case the plaintiff contends that the transfer was a loan and the defendant contends that the transfer was a gift. I hold that the transfer was a gift in contemplation of marriage and the money must be returned upon the termination of the relationship.

The transfer of the credit card debt was initially proposed by Johnson. There is no evidence that this transaction was a loan, but the evidence supports the conclusion that the gift was conditioned on the marriage of the parties.

In the case before me, the relationship was either terminated by the donee or by mutual consent of the parties. There is no evidence that the donor was at fault in the termination of the relationship. A gift after parties became engaged is assumed to be conditioned on the subsequent marriage of the parties. 38 Am. Jur. 2d *Gifts Sec. 74* (2004). Such a gift is not absolute but is made on the implied condition that the gift is returned if the engagement is broken by action of the donee or by mutual consent. 38 Am. Jur. *Gifts Sec. 73* (2004). Therefore, the credit transfers given in contemplation of marriage by Johnson must be returned by Clark.

In accordance with these findings of fact and conclusions of law, judgment is entered on behalf of the plaintiff, Grant Johnson, and against the defendant, Teresa Clark, for the sum of \$3380.00 plus costs of these proceedings.

**IT IS SO ORDERED.**

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**Merrill C. Trader**  
**Judge**