

Glossary of Connecticut Property Law Terms in Connecticut

2008 Edition

-A-

Abandonment: "has been defined as the voluntary relinquishment of ownership of property without reference to any particular person or purpose . . . i.e. a 'throwing away' of the property concerned" Favorite v. Miller, 176 Conn. 310, 313, 407 A.2d 974 (1978). (emphasis added).

- "To constitute an abandonment there must be an intention to abandon or relinquish accompanied by some act or omission to act by which such intention is manifested. . . . While mere nonuser and lapse of time alone are not enough to constitute abandonment, they are competent evidence of an intent to abandon, and as such may be entitled to great weight when considered with other circumstances, and abandonment may be inferred from circumstances, such as failure by acts or otherwise to assert any claim to the right alleged to have been abandoned" Glotzer v. Keyes, 125 Conn. 227, 233, 5 A.2d 1 (1939).

Abandonment of Easement: "That an easement may be lost by abandonment is a principle too well established to admit of argument. The primary elements of abandonment are the intention to abandon and the external act by which the intention is carried into effect. The intention to abandon is considered the first and paramount inquiry. It is generally held that abandonment may arise from a single act or from a series of acts, and that time is not an essential element of abandonment, and is of no importance except as indicative of intention . . .

As in other cases involving the ascertainment of a particular intent, direct evidence of an intent to abandon property or rights of property is not required, but it may be inferred from all the facts and circumstances of the case which are competent to go to the jury as evidence, by which that fact may be established. It may be inferred from the acts and conduct of the owner and the nature and situation of the property without the positive testimony of the owner in affirmation of the fact. However, to justify the conclusion that there has been an abandonment, there must be some clear and unmistakable affirmative act or series of acts indicating a purpose to repudiate ownership WITT et al. v. POOLE, 182 S.C. 110188 S.E. 496 (1936).

Act of God: "The significance of an act of God, as a defense, is that when it is the sole cause of damage it exempts a defendant from liability for negligence." Pleasure Beach Park Co. v. Bridgeport Dredge & Dock, 116 Conn. 496, 497, 165 A. 691 (1933).

Adverse Possession: "The doctrine of adverse possession is to be taken strictly. It is made out only by clear and positive proof. The essential elements of an adverse possession sufficient to create a title to the land in the claimant are that the owner shall be ousted of possession and kept out uninterruptedly for a period of fifteen years, by an open, visible and exclusive possession by the adverse possessor, without the license or consent of the owner." Bridgeport Hydraulic Co. v. Sciortino, 138 Conn. 690, 694-695, 88 A.2d 379 (1952). [Citations omitted.]

Alimony: "The purpose of alimony is to meet one's continuing duty to support . . . while the purpose of property division is to unscramble the ownership of property, giving to each spouse what is equitably his." Weiman v. Weiman, 188 Conn. 232, 234, 449 A.2d 151 (1982).

All property equitable distribution scheme: "It does not limit, either by timing or method of acquisition or by source of funds, the property subject to a trial court's broad allocative power." Krafick v. Krafick, 234 Conn. 783, 792, 663 A.2d 365 (1995).

Avulsion "is a sudden change in the course or bed of a stream." Lethin v. United States, 583 F. Supp. 863 (1984).

- "When a stream changes its course gradually — i.e., by accretion — the boundaries of the riparian owners change with the stream." Goforth v. Wilson, 208 Ark. 35, 37, 184 S.W.2d 814 (1945).
- "Accretion and avulsion are, in a sense, the yin and yang of river course change. Accretion is 'the gradual, imperceptible addition to land forming the banks of a stream by the deposit of waterborne solids or by the gradual recession of water which exposes previously submerged terrain.' State v. Jacobs, 93 Ariz. 336, 380 P.2d 998, 1000 (1963). When a river moves by accretion, the boundary line set by the river continues to run through the center of the river channel in its new location." U.S. v. Byrne, 291 F.3d 1056 (9th Cir. 2002)

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Board of Assessment Appeals: "The claim that the property had been wrongfully or excessively assessed could have been appealed in one of two ways: (1) to the board of tax review [now board of assessment appeals] and from there, within two months, to the Superior Court pursuant to . . . [12-117a] or (2) by direct action to the court within one year from the date when the property was last evaluated for purposes of taxation pursuant to 12-119." Norwich v. Lebanon, 193 Conn. 342, 346-348, 477 A.2d 115 (1984).

Board of Tax Review see Board of Assessment Appeals.

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Conversion: “. . . occurs when one, without authorization, assumes and exercises the right of ownership over property belonging to another, to the exclusion of the owner's rights. Falker v. Samperi, 190 Conn. 412, 419, 461 A.2d 681 (1983).” Luciani v. Stop & Shop Cos., 15 Conn. App. 407, 409-410, 544 A.2d 1238 (1988).

Civil Unions: “For the purposes of sections 46b-38aa to 46b-38oo, inclusive:

- (1) “Civil union” means a union established pursuant to sections 46b-38aa to 46b-38oo, inclusive, between two eligible persons; and
- (2) “Party to a civil union” means a person who has established a civil union pursuant to sections 46b-38aa to 46b-38oo, inclusive.

Curtesy: “is the corresponding right of the husband by which he is entitled, on the death of his wife, to a life estate in the lands of which she was seized during her coverture, provided they have had lawful issue born alive which might have been capable of inheriting the estate. In some jurisdictions, there is no distinction made between the wife's and husband's rights and both are merely characterized as dower.” Estate of Johnson v. C.I.R., 718 F.2d 1303, 1317 (5th Cir. 1983).

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Dower: “Upon the death of a husband, a widow has a right of dower, which is not a property right but an equity; and it does not become a property interest until there has been an assignment thereof Dower does not vest automatically in the widow but is allocated only on petition of the widow, heirs, or other interested parties.” Marino v. Smith, 454 So.2d 1380, 1382 (Ala. 1984).

Duties of finder: “Any person who finds and takes possession of any article of the value of one dollar or more shall report the finding of such article to the police department of the municipality in which he finds such article within forty-eight hours from the time of such finding.” CONN. GEN. STAT. § 50-10 (2008).

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Easement:

- “It is well settled that “[a]n easement creates a nonpossessory right to enter and use land in the possession of another and obligates the possessor not to interfere with the uses authorized by the easement.” Il Giardino, LLC v. Belle Haven Land Co., 254 Conn. 502, 528, 757 A.2d 1103 (2000).
- “An easement is a nonpossessory interest in the land of another.” Martin Drive Corp. v. Thorsen, 66 Conn. App. 766 (2001)
- 786 A.2d 48466 Conn. App. 766, 773, 786 A. 2d 484 (2001).
- “An easement is a property right in a person or group of persons to use the land of another for a special purpose not inconsistent with the general property right in the owner of the land. . . . J. Cribbet, Property Law (1962), p. 16. . . . An easement is always distinct from the right to occupy and enjoy the land itself. It

gives no title to the land on which it is imposed. . . ." Kelley v. Tomas, 66 Conn. App. 146, 153, 783 A.2d 1226 (2001).

- The plaintiffs' rights of ingress, egress and parking are much more akin to a license than an easement. "[A] license in real property is a mere privilege to act on the land of another, which does not produce an interest in the property. . . . Since a license does not convey a possessory interest in land . . . a license does not run with the land to bind a subsequent purchaser." (Citations omitted.) Clean Corp. v. Foston, 33 Conn. App. 197, 203, 634 A.2d 1200 (1993).

Entry and detainer (landlord and tenant): "When any person . . . (3) enters into any land, tenement or dwelling unit and causes damage to the premises or damage to or removal of or detention of the personal property of the possessor . . . the party thus ejected, held out of possession , or suffering damage may exhibit his complaint to any judge of the Superior Court." CONN. GEN. STAT. § 47a-43 (2005) (emphasis added).

Equitable distribution of marital property:

- "(a) At the time of entering a decree annulling or dissolving a marriage or for legal separation pursuant to a complaint under section 46b-45, the Superior Court may assign to either the husband or wife all or any part of the estate of the other. The court may pass title to real property to either party or to a third person or may order the sale of such real property, without any act by either the husband or the wife, when in the judgment of the court it is the proper mode to carry the decree into effect.
- (b) A conveyance made pursuant to the decree shall vest title in the purchaser, and shall bind all persons entitled to life estates and remainder interests in the same manner as a sale ordered by the court pursuant to the provisions of section 52-500. When the decree is recorded on the land records in the town where the real property is situated, it shall effect the transfer of the title of such real property as if it were a deed of the party or parties.
- (c) In fixing the nature and value of the property, if any, to be assigned, the court, after hearing the witnesses, if any, of each party, except as provided in subsection (a) of section 46b-51, shall consider the length of the marriage, the causes for the annulment, dissolution of the marriage or legal separation, the age, health, station, occupation, amount and sources of income, vocational skills, employability, estate, liabilities and needs of each of the parties and the opportunity of each for future acquisition of capital assets and income. The court shall also consider the contribution of each of the parties in the acquisition, preservation or appreciation in value of their respective estates" CONN. GEN. STAT. § 46b-81(2008).

Equity of redemption: ""In Connecticut, a mortgagee [creditor] has legal title to the mortgaged property and the mortgagor [debtor] has equitable title, also called the equity of redemption." Barclays Bank of New York v. Ivler, 20 Conn. App. 163, 565 A.2d 252 (1989). "The equity of redemption permits the mortgagor [debtor] to regain legal title to the mortgaged property upon satisfying the conditions of the mortgage, which usually entails the payment of the mortgage debt in full." In Re Fitzgerald, 237 B.R. 252, 261 (Bkrtcy. D.Conn. 1999)."Generally, foreclosure means to cut off the equity of

redemption, the equitable owner's right to redeem the property." Madison Hills Ltd. Partnership II v. Madison Hills, Inc., 35 Conn. App. 81, 90, 644 A.2d 363 (1994).

Escheat: "Upon payment or delivery of property presumed abandoned to the Treasurer, the state shall assume custody and, except as otherwise provided in subsection (h) of section 3-65a, shall be responsible for all claims thereto." CONN. GEN. STAT. § 3-67a(a) (2005).

Estate for life: "One who enjoys a life tenancy in real property, regardless of the manner in which that tenancy was created, is by statute (§ 12-48) liable for taxes on that property notwithstanding the seemingly restrictive language of § 12-48 which imposes real property tax liability on one who has 'an estate for life or for a term of years by gift or devise and not by contract.' The comma which originally preceded the words 'or for a term of years by gift or devise and not by contract' was inadvertently omitted in subsequent codifications of that statute." Hart v. Heffernan, 35 Conn. Sup. 101 (1978).

Estate of the entirety: "The estate by the entirety is of ancient origin. It comes from the common law It is built upon the fiction of the law that a husband and wife are one and only one legal entity." United States v. Hutcherson, 188 F.2d 326, 329 (8th Cir. 1951)

- "In an estate of the entirety, the husband and the wife during their joint lives each owns, not a part, or a separate or a separable interest, but the whole, and therefore the death of one leaves the other still holding the whole title as before, with no one to share it." Ibid.
- "Neither the husband nor the wife in an estate of entirety can so destroy the character of the estate as to prevent the survivor becoming the sole owner." Ibid.

Estate tax: "In brief, the distinction between an estate tax and a succession tax is that the former is a tax upon the transfer of property at death by a decedent, while the latter is, in its essence, a tax upon the right to receive property from the estate of a decedent." McLaughlin v. Green, 136 Conn. 138, 140,69 A.2d 289 (1949).

Estoppel: "is a judicial remedy by which a party may be precluded by his own act or omission from asserting a right to which it otherwise would have been entitled. In other words, estoppel is a means of preventing a party from asserting a legal claim or defense which is contrary or inconsistent with its prior action or conduct." Heffernan v. iCareManagement, Inc., 356 F. Supp. 2d 141 (2005).

- **Estoppel by deed:** "Even an estoppel by deed is subject to the limitation that it cannot be invoked by one through whose imposition and misrepresentation a statement was inserted in the deed." Capitol Nat'l BK. & Trust v. David B. Roberts, Inc., 129 Conn. 194, 195, 27 A.2d 116 (1942).
- **Estoppel in Pais:** "Ordinarily one who accepts a deed which recites that the land is subject to, or that he assumes the payment of, a mortgage to a certain amount is estopped to dispute that recital. The grantee in such a deed does not execute it, and the estoppel is not one by deed, but in pais. The estoppel does not, however, arise where the amount of the mortgage stated to be assumed does not enter into the purchase price of the property." Capitol Nat'l BK. & Trust v. David B. Roberts, Inc., 129 Conn. 194, 195, 27 A.2d 116 (1942).

Expectancy of Property Interest: “. . . [CONN. GEN. STAT. (2005)] § 46b-81 applies only to presently existing property interests, not ‘mere expectancies.’” Krafick v. Krafick, 234 Conn. 783, 797, 663 A.2d 365 (1995).

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Family Car Doctrine: “The family car doctrine is a common-law rule providing that, ‘when a motor-car is maintained by the paterfamilias for the general use and convenience of his family, he is liable for the negligence of a member of the family having general authority to drive it, while the car is being used as a family car. . . .’” Stickney v. Epstein, 100 Conn. 170, 178-79, 123 A. 1 (1923). As we explained in the seminal case of Wolf v. Sulik, 93 Conn. 431, 106 A. 443 (1919), the family car doctrine is grounded in the principle that “every man who prefers to manage his affairs through others . . . remains bound to so manage them that third persons are not injured by any breach of legal duty on the part of such others while they are engaged upon his business and within the scope of their authority.” Cogan v. Manhattan Auto Financial, 276 Conn. 1,9, 882 A.2d 597 (2005)

Fee simple: “The words ‘in fee simple’ are likewise words of art in the law of real property. The phrase means ‘a whole or unlimited estate.’” Frank Towers Corporation v. Laviana, 140 Conn. 45, 52.

Finder see DUTIES OF FINDER

Fixtures: “Connecticut law defines fixtures as items which have become part of real property because the party annexing them to the realty intends that result.” In Re Spano, 161 B.R. 880 (Bkrtcy. D. Conn).

Flowage: The right of flowage is, after all, only an easement. . . . Todd v. Austin, 34 Conn. 78, 90. The owner of the easement has all rights incident or necessary to its proper enjoyment but nothing more. American Brass Co. v. Serra, 104 Conn. 139, 150, 132 A. 565

Foreclosure of Tax Liens: “The tax collector of any municipality may bring suit for the foreclosure of tax liens in the name of the municipality by which the tax was laid, and all municipalities having tax liens upon the same piece of real estate may join in one complaint for the foreclosure of the same, in which case the amount of the largest unpaid tax shall determine the jurisdiction of the court.” CONN. GEN. STAT. § 12-181 (2005).

Interpreting the term property broadly is also consistent with the purpose of equitable distribution statutes generally.” Krafick v. Krafick, 234 Conn. 783, 795, 663 A.2d 365 (1995).

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Goods: “means all things that are movable when a security interest attaches.” CONN. GEN. STAT. § 42a-9-102(a)(44) (2005).

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Highway: "A highway is nothing but an easement. *Peck v. Smith*, 1 Conn. 103. The old common-law doctrine that there can be no loss of a public right in a highway by nonuser or by adverse possession has been modified." 89 Conn. 598, 94 A. 2 (1915).

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Intestate share: "If there is no will, or if any part of the property, real or personal, legally or equitably owned by the decedent at the time of his or her death, is not effectively disposed of by the will or codicil of the decedent, the portion of the intestate estate of the decedent, determined after payment of any support allowance from principal pursuant to section 45a-320, which the surviving spouse shall take" CONN. GEN. STAT. § 45a-437(a) (2005).

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Joint duty of support: "The evolutionary changes in married women's rights that enabled them to acquire and dispose of property also generated changes in the obligations of each spouse to the marriage. In the evolutionary process the primary obligation of the husband to provide support for his wife and children under the common law evolved into a joint duty of each spouse to support the family. [Conn. Gen. Stats.] Section 46b-37(b) provides the basic statutory predicate for this change. Article fifth of the Connecticut constitution, amending 20 of article first of the Connecticut constitution, however, provides the constitutional underpinnings for contemporary departure from the primary duty of one spouse to the joint duty of each spouse to support his or her family. It must also be recognized that even when the husband had the primary duty to support his wife, his duty was not absolute and unyielding." *Yale University School Of Medicine v. Esther Collier*, 206 Conn. 31, 35-36, 536 A.2d 588 (1988).

Judgment Lien: "The lien merely constitutes a charge upon the property. . . and the filing of the lien does not affect the title or right of possession of the judgment debtor. The right of the plaintiff to a partition of the property was not changed by the existence of the lien." *Struzinski v. Struzinsky*, 133 Conn. 424, 429, 52 A.2d 2 (1947).

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Larcery: "A person commits larceny when, with intent to deprive another of property or to appropriate the same to himself or a third person, he wrongfully takes, obtains or withholds such property from an owner. Larceny includes, but is not limited to:
(4) Acquiring property lost, mislaid or delivered by mistake. A person who comes into control of property of another that he knows to have been lost, mislaid, or delivered under a mistake as to the nature or amount of the property or the identity of the

recipient is guilty of larceny if, with purpose to deprive the owner thereof, he fails to take reasonable measures to restore the property to a person entitled to it." CONN. GEN. STAT. §53a-118 (2005).

Lease: " 'A lease is more than a mere licence; it is a contract for the possession and profits of lands and tenements on the one side, and a recompense of rent or other income on the other; or, in other words, a conveyance to a person for life, or years, or at will, in consideration of a return of rent or other recompense." Branch v. Doane, 17 Conn. 402, 411; Loomis v. G. F. Heublein & Bro., 91 Conn. 146, 150, 99 A. 483; 1 Tiffany, Real Property (3d Ed.) 79; 51 C.J.S. 806.

Library: "A library is a library within the meaning of the ordinance whether located in a leased storefront or in a town building." Koepper v. Emanuele, 164 Conn. 175, 177, 319 A.2d 411 (1972).

License in real property: "'[A] license in real property is a mere privilege to act on the land of another, which does not produce an interest in the property. . . . Since a license does not convey a possessory interest in land . . . a license does not run with the land to bind a subsequent purchaser." (Citations omitted.) Clean Corp. v. Foston, 33 Conn. App. 197, 203, 634 A.2d 1200 (1993)

Lis Pendens: "In any action in a court of this state or in a court of the United States (1) the plaintiff or his attorney, at the time the action is commenced or afterwards, or (2) a defendant, when he sets up an affirmative cause of action in his answer and demands substantive relief at the time the answer is filed, if the action is intended to affect real property, may cause to be recorded in the office of the town clerk of each town in which the property is situated a notice of lis pendens, containing the names of the parties, the nature and object of the action, the court to which it is returnable and the term, session or return day thereof, the date of the process and the description of the property" Conn. Gen. Stats. §52-325 (a)

- **Notice of lis pendens**, "containing the names of the parties, the nature and object of the action, the court to which it is returnable and the term, session or return day thereof, the date of the process and the description of the property" Conn. Gen. Stats. §52-325 (a).
- **Intended to affect real property: actions** "'intended to affect real property' means (1) actions whose object and purpose is to determine the title or rights of the parties in, to, under or over some particular real property; (2) actions whose object and purpose is to establish or enforce previously acquired interests in real property; (3) actions which may affect in any manner the title to or interest in real property, notwithstanding the main purpose of the action may be other than to affect the title of such real property." Conn. Gen. Stats. §52-325 (b).
- **Application for discharge:** Conn. Gen. Stats. §52-325a
- **Duration of notice of lis pendens**, Conn. Gen. Stats. §52-325e

Littoral Rights: "[T]he term 'riparian rights' refers to the rights of owners of land abutting a stream, while the term 'littoral rights' refers to the rights of owners of land abutting surface waters of a lake or sea. However, the term 'riparian' is now used generally to describe a landowner who owns land bordering upon, bounded by, fronting upon,

abutting or adjacent and contiguous to and in contact with a body of water." 92 Conn. App. 172 (2005).

Lien: "has been defined as: 'a hold or a claim which one person has *upon the property of another* as a security for some debt or charge. It is a qualified right which in certain cases may be exercised *over the property of another.*'" Parmanand v. Capewell Components, LLC, 289 F.Supp.2d (D.Conn.2003).

Life Estate: "A life estate is an interest in real property, the duration of which is limited by the life of some person. Such person may be the party creating the estate, the tenant himself, or some other person or persons. It may be for an indefinite period which may last for a life. It is of no consequence how uncertain the duration of the estate may be. If it can or may continue during a life, it is a freehold or life estate. It outranks an estate for hundreds of years, because it is said that no one knows how long a man may live. . . It is held that a life estate in land is 'real property,' enabling th owner to sell or encumber it, and, if it be nonexempt property, it may be attached for the owner's debts or levied upon by execution and sold." Smith v. Planning & Zoning Board, 3 Conn. App. 550, 553, 490 A.2d 539 (1985).

Littoral Rights: "The term '**riparian rights**' refers to the rights of owners of land abutting a stream, while the term '**littoral rights**' refers to the rights of owners of land abutting the surface waters of a lake or the sea. See Mobile Dry Docks v. City of Mobile, 146 Ala. 198, 40 So. 205 (1906)"

- "Lands such as plaintiff's which border on a lake or ocean are called littoral lands. Riparian lands border rivers or streams. The principles applicable to riparian and littoral lands are the same." 101 Ranch v. U.S., 905 F.2d 180, 185 (8th Cir. 1990)

Lost property: "has traditionally been defined as involving an involuntary parting, i.e. where there is no intent on the part of the loser to part with the ownership of the property." Favorite v. Miller, 176 Conn. 310, 313, 407 A.2d 974 (1978). (emphasis added).

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Marital Property: "Nothing in the legislative history of [CONN. GEN. STAT. (2005)] § 46b-81 indicates an intent to narrow the plain meaning of 'property' from its ordinarily broad and comprehensive scope. Indeed, the term 'property' has been broadly defined elsewhere in the General Statutes. See General Statutes § 52-278 (for purposes of attachment, property is defined as 'any present or future interest in real or personal property, goods, chattels or choses in action, whether such is vested or contingent.'"

Market Rent: "A trial court is vested with broad discretion in municipal tax appeals to determine true and actual value, and 'has the right to accept so much of the expert testimony and the recognized appraisal methods which are employed as it finds applicable." John F. Epina Realty, Inc. v. Space Realty, Inc., 194 Conn. 71, 84, 480 A.2d 499 (1984).

Mislaid property: "is defined as that which is intentionally placed by the owner where he can obtain custody of it , but afterwards forgotten." Favorite v. Miller, 176 Conn. 310, 313, 407 A.2d 974 (1978). (emphasis added).

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Nuisance: "To establish a nuisance four elements must be proven: (1) the condition complained of had a natural tendency to create danger and inflict injury upon person or property; (2) the danger created was a continuing one; (3) the use of the land was unreasonable or unlawful; (4) the existence of the nuisance was the proximate cause of the plaintiffs' injuries and damages." Filisko v. Bridgeport Hydraulic Co., 176 Conn. 33, 35-36, 404 A.2d 889 (1978).

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Periodic Tenancy: "A tenancy under a lease expressly reserving rent payable weekly, monthly, or quarterly, in which no definite term is fixed, becomes a periodic one from week to week, or month to month, or quarter to quarter, as the case may be, corresponding to the recurring periods fixed for the payment of the rent." Wall v. Stimpson, 83 Conn. 407, 76 A. 513 (1910).

Personal property: "The term 'personal property' embraces everything, not coming under the denomination of real estate, which is the subject of ownership and has an exchangeable value." Austin v. Housing Authority, 143 Conn. 338, 345, 122 A.2d 399 (1956).

Police Power: "are nothing more or less than the powers of government inherent in every sovereignty to the extent of its dominions" State v. Coleman, 96 Conn. 190, 193, 113 A. 385 (1921)

Practice of Law: "The practice of law is not limited to appearing before state courts; it includes giving legal advice and drafting documents regardless of whether it occurs in a "court of record," and regardless of whether the practice is carried on as a business." In Re Peterson, 163 B.R. 665, 672 (Conn. 1994).

Private Nuisance: "To state a claim for private nuisance, the plaintiff must show: '(1) there was an invasion of the plaintiff's use and enjoyment of his or her property; (2) the defendant's conduct was the proximate cause of the invasion; and (3) the invasion was either intentional and unreasonable, or unintentional and the defendant's conduct was negligent or reckless.' Pestey v. Cushman, 259 Conn. 345, 358 (2002).

Property embedded in the earth: "Another line of cases holds that property, other than treasure trove, which is embedded in the earth is the property of the owner of the locus in quo The presumption in such cases is that possession of the article found in such

cases is in the owner of the land and that the finder acquires no rights to the article found." .” Favorite v. Miller, 176 Conn. 310, 316, 407 A.2d 974 (1978).

Property Interests, Types of: “Neither [CONN. GEN. STAT. (2005)] § 46b-81 nor any other closely related statute defines property or identifies the types of property interests that are subject to equitable distribution in dissolution proceedings. Our prior cases interpreting § 46b-81 indicate, however, that in enacting § 46b-81, the legislature acted to expand the range of resources subject to the trial court’s power of division, and did not intend that property should be given a narrow construction.” Bornemann v. Bornemann, 245 Conn. 508, 515-516, 752 A.2d 978 (1998).

Property Tax Assessment: Conn. Gen. Stats. §§12-40 to 12-121. Chapter 203.

-Q-

Quarantine: “The widow is entitled to quarantine as an incidental right to dower. *Hale v. Cox*, 240 Ala. 622, 200 So. 772 (1941). The right of quarantine exists before dower is assigned and continues during the widow’s lifetime. *Id.* Failure to have dower assigned, and permitting the widow to retain possession without more, does not deprive the owner of the fee in the land.” Marino v. Smith, 454 So.2d 1380, 1382 (Ala. 1984).

Quitclaim Deed: “A deed entitled ‘Quitclaim Deed’, when duly executed, has the force and effect of a conveyance to the releasee of all the releasor’s right, title and interest in and to the property described therein except as otherwise limited therein, but without any covenants of title. A ‘Quitclaim Deed’ may be used as a release of a mortgage, attachment, judgment lien or any other interest in real property.” Conn. Gen. Stats. § 47-36f (2008).

- Statutory form, Conn. Gen. Stats. § 47-36c
- **Force and effect of words "with quitclaim covenants".** “In any conveyance of real property the words ‘with quitclaim covenants’ have the full force, meaning and effect of the following words: ‘The releasor, for himself and for his heirs and assigns, executors and administrators, covenants with the releasee and his heirs and assigns, that he and any other person or persons in his name and behalf or claiming under him shall not or will not hereafter claim or demand any right or title to the premises or any part thereof, but they and each of them shall be excluded and forever barred therefrom except as therein set forth.’” Conn. Gen. Stats. § 47-36g (2008).

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Replevin: “. . . a legal action ordinarily employed only to recover possession or the value of specific personal property unlawfully withheld from the plaintiff plus damage for its detention It is primarily a possessory action in which the issues are limited to the plaintiff’s title or right to possession of the goods Thus, no counterclaim may be asserted in replevin. Brandt v. Hershey, 182 A.2d 219, 221 (1962).

Right of Election: "On the death of a spouse, the surviving spouse may elect, as provided in subsection (c) of this section, to take a statutory share of the real and personal property passing under the will of the deceased spouse." CONN. GEN. STAT. § 45a-436(a) (2005).

Riparian Rights:

RISFA: "General Statutes § 36a-785 sets out the procedure that a holder of a retail installment contract must follow in order to repossess goods after a retail buyer breaches the contract. This section provides, in pertinent part: '(a) Repossession. When the retail buyer is in default in the payment of any sum due under the retail installment contract . . . the holder of the contract may take possession thereof. . . ." General Statutes § 36a-785 (a)." GE Capitol Auto Lease, Inc. v. Blackwell, No. CV97 0059201S, J.D. Ansonia-Milford (Sep. 5, 2001).

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Security agreement: "means an agreement that creates or provides for a security interest." CONN. GEN. STAT. § 42a-9-102(a)(73) (2005).

Security interest: "means an interest in personal property or fixtures which secures payment or performance of an obligation." CONN. GEN. STAT. § 42a-1-201(a)(37) (2005).

Secured transaction: "A [business] transaction, regardless of form, that creates a security interest in personal property or fixtures [collateral]" CONN. GEN. STAT. § 42a-9-109(a)(1) (2005).

Spot Zoning: "This court has held that 'spot zoning is the` reclassification of a small area of land in such a manner as to disturb the tenor of the surrounding neighborhood.'*Morningside*Two elements must be satisfied before spot zoning can be said to exist. First, the zone change must concern a small area of land. Second, the change must be out of harmony with the comprehensive plan for zoning adopted to serve the needs of the community as a whole. Id. The comprehensive plan is to be found in the scheme of the zoning regulations themselves. *First Hartford Realty Corporation v. Plan & Zoning Commission*, 165 Conn. 533, 542, 338 A.2d 490 (1973)." Blaker v. Planning & Zoning Commission, 212 Conn. 471, 483, 562 A.2d 1093 (1989).

Standing: "is the legal right to set judicial machinery in motion. One cannot rightfully invoke the jurisdiction of the court unless he has, in an individual or representative capacity, some real interest in the cause of action, or a legal or equitable right, title or interest in the subject matter of the controversy. . . . The question of standing does not involve an inquiry into the merits of the case. It merely requires the party to make allegations of a colorable claim of injury to an interest which is arguably protected or regulated by the statute or constitutional guarantee in question." State v. Iban C., 275 Conn. 624, 664, 881 A.2d 1005 (2005).

Statutory Lien: "We adopt this prudent approach and, as discussed above, conclude that Connecticut's statutory scheme regarding postjudgment procedures, as well as

Connecticut case law applying these procedures, dictates that judgment liens are not 'statutory liens' as contemplated by the homestead exemption." KLC, Inc. v. Trayner, 426 F.3d 172, 178 (2nd Cir. 2005).

Statutory share: "means a life estate of one-third in value of all the property passing under the will, real and personal, legally or equitably owned by the deceased spouse at the time of his or her death, after the payment of all debts and charges against the estate. The right to such third shall not be defeated by any disposition of the property by will to other parties." CONN. GEN. STAT. § 45a-436(a) (2005).

Succession tax: In brief, the distinction between an estate tax and a succession tax is that the former is a tax upon the transfer of property at death by a decedent, while the latter is, in its essence, a tax upon the right to receive property from the estate of a decedent." McLaughlin v. Green, 136 Conn. 138, 140, 69 A.2d 289 (1949).

Summary Foreclosure of Tax Liens: "In addition to other remedies provided by law, the tax collector of any municipality may bring in its name an action in the nature of an action in rem to foreclose a tax lien or liens on real estate the fair market value of which, in his judgment, is less than the total of the amounts due upon the tax liens and other encumbrances upon the property so liened and is not more than fifty thousand dollars with respect to any one parcel. No judgment shall be rendered in such proceeding for the recovery of a personal judgment against the owner of the property subject to such lien or liens or any person having an interest therein." CONN. GEN. STAT. § 12-182 (2005).

Surface waters: "those casual waters which accumulate from natural sources and which have not yet evaporated, been absorbed into the earth, or found their way into a stream or lake. The term does not comprehend waters impounded in artificial ponds, tanks or water mains." Taylor v. Conti, 149 Conn. 174, 178, 177 A.2d 670 (1962).

Surface waters: "A landowner cannot use or improve his land so as to increase the volume of the surface waters which flow from it onto the land of others, nor can he discharge surface waters from his land onto the land of others in a different course from their natural flow, if by so doing he causes substantial damage." Taylor v. Conti, 149 Conn. 174, 177, 177 A.2d 670 (1962).

Surviving Spouse (Abandonment): The reasons of appeal in the Superior Court alleged that Mrs. Barker, who at the death of the deceased was his wife and who has since married again, had forfeited any right to share in the distribution of the estate of the deceased because she had, before his death, abandoned him within the meaning of 5156 of the General Statutes, and also that she had for a like reason forfeited her right to an allowance made to her as the widow of the deceased. The Superior Court concluded that there had been such an abandonment and that she had forfeited and lost all rights to an interest in his estate as his widow, including a widow's allowance." Williamson's Appeal, 123 Conn. 424, 425-426, 196 A. 770 (1937)

-T-

Tax levy: "If any person fails to pay any tax, the collector or his duly appointed agent shall make personal demand of him therefor or leave written demand at his usual place of

abode or deposit in some post office a written demand for such tax, postage prepaid, addressed to such person at his last-known place of residence or, if such person is a corporation, limited partnership or other legal entity, such notice may be sent to any person upon whom process may be served to initiate a civil action against such corporation, limited partnership or entity. After demand has been made in the manner provided in this section, the collector may **levy for such tax** on any goods and chattels of such person and post and sell them in the manner provided in case of executions, he may enforce by levy and sale any lien upon real estate for such taxes or he may levy upon and sell such interest of such person in any real estate as exists at the date of the levy." CONN. GEN. STAT. § 12-155 (2005). Emphasis added.

Tax Sale [public auction] (Extra-Judicial): "If any person fails to pay any tax, the collector or his duly appointed agent shall make personal demand of him therefor or leave written demand at his usual place of abode or deposit in some post office a written demand for such tax, postage prepaid, addressed to such person at his last-known place of residence or, if such person is a corporation, limited partnership or other legal entity, such notice may be sent to any person upon whom process may be served to initiate a civil action against such corporation, limited partnership or entity. After demand has been made in the manner provided in this section, the collector may levy for such tax on any goods and chattels of such person and post and sell them in the manner provided in case of executions, he may **enforce by levy and sale** any lien upon real estate for such taxes or he may levy upon and sell such interest of such person in any real estate as exists at the date of the levy." CONN. GEN. STAT. § 12-155 (2005). Emphasis added.

Tenancy at sufferance: "A tenancy at sufferance arises when a person who came into possession of land rightfully continues in possession wrongfully after his right thereto has terminated." Welk v. Bidwell, 136 Conn. 603, 73 A.2d 296 (1950).

Time is of the essence clause: "The court stated that while 'time is not of the essence ordinarily in real estate purchase contracts, '[w]here a time for performance is stated in an agreement, a party's tender of performance within a reasonable time thereafter will be considered substantial performance. . . .' *Mihalyk v. Mihalyk*, 11 Conn. App. 610, 616, 529 A.2d 213 (1987)." *Bethlehem XN. Fellowship v. P. & Z. Comm.*, 58 Conn. App. 441, 446, 755 A.2d 249 (2000).

Treasure Trove: "consists of coins or currency concealed by the owner It includes an element of antiquity To be classified as treasure trove, the property must have been hidden or concealed for such a length of time that the owner is probably dead or undiscoverable." Benjamin v. Lindner Aviation, Inc., 534 N.W.2d 400, 406 (Iowa 1995).

Trespass: "Trespass to land is an unlawful invasion of another's right of possession." McPheters v. Loomis, 125 Conn. 526, 530, 7 A.2d 437 (1939).

Figure 1 Quitclaim Deed

<p>QUITCLAIM DEED</p> <p>.... of for consideration paid, grant to of with QUITCLAIM COVENANTS</p> <p>(Description and any additional provisions)</p> <p>Signed this day of, 20...</p> <p>Witnessed by:</p> <p>....</p> <p>....</p> <p>(Acknowledgment)</p>
--

-V-

Valuation of property for tax purposes: "The expressions 'actual valuation,' 'actual value,' 'market value,' 'market price' and, we add, 'fair value' are synonymous. Sanford v. Peck, 63 Conn. 486, 493, 27 A. 1057.

-W-

Warranty Deed: "A warranty is an assurance by one party to a contract of the existence of a fact upon which the other party may rely. It is intended precisely to relieve the promisee of any duty to ascertain the fact for himself; it amounts to a promise to indemnify the promisee for any loss if the fact warranted proves untrue, for obviously the promisor cannot control what is already in the past. *Denholm Shipping Co. v. W.E. Hedger Co.*, supra, 47 F.2d 213, 214; *The Fred Smartley Jr.*, 4 Cir., 108 F.2d 603, 606; *The Soerstad, D.C.*, 257 F. 130. To argue that the promisee is responsible for failing independently to confirm it, is utterly to misconceive its office. The Coal Company was therefore quite right in loading the barge as it did; that is precisely what Howard intended that it should do, and now that he is called upon to indemnify his shipper because what he said has turned out to be untrue, he must respond." Metropolitan Coal Co. v. HOWARD, 155 F.2d 780 (2nd Cir. 1946).

Figure 2 Warranty Deed

WARRANTY DEED

Sec. 47-36c. Statutory forms for deeds. The forms set forth in this section may be used and are sufficient for their respective purposes. They shall be known as "Statutory Form" and may be referred to as such. Nothing in this chapter precludes the use of any other legal form of deed or mortgage.

WARRANTY DEED

.... of for consideration paid, grant to of with WARRANTY COVENANTS

(Description and Encumbrances, if any and any additional provisions)

Signed this day of, 20...

Witnessed by:

....

....

(Acknowledgment)

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