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2024 Edition

Cohabitation Agreements in Connecticut

A Guide to Resources in the Law Library

Table of Contents

Introduction	3
Section 1: Validity	4
Section 2: Grounds.....	7
Section 2a: Expressed or Implied Contract	8
Table 1: Proof of Existence, Terms, And Breach, or Lack Thereof, of Oral Contract to Convey Property between Unmarried Cohabitants	12
Table 2: Proof of Existence and Breach of Implied-In-Fact Contract for Services .	12
Section 2b: Implied Partnership Agreement or Joint Venture	13
Table 3: Proof of Existence and Breach of Joint Venture Regarding Real Property	15
Table 4: Proof of Existence and Breach of Implied Partnership Agreement between Unmarried Cohabitants.....	15
Section 3: Form and Content	16
Table 5: Sample Clauses for Cohabitation Agreements	19
Section 4: Remedies & Enforcement	22
Section 4a: Quantum Meruit	25
Table 6: Constructive Trust.....	28
Table 7: Resulting Trust.....	30

*Prepared by Connecticut Judicial Branch, Superior Court Operations,
Judge Support Services, Law Library Services Unit*

lawlibrarians@jud.ct.gov

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References to online legal research databases refer to in-library use of these databases. Remote access is not available.

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Introduction

A Guide to Resources in the Law Library

- **“Connecticut does not presently recognize, as valid marriages, living arrangements or informal commitments entered into in this state and loosely categorized as common law marriages. [McAnerney v. McAnerney](#), 165 Conn. 277, 285, 334 A.2d 437 (1973); [Hames v. Hames](#), 163 Conn. 588, 593, 316 A.2d 379 (1972); [State ex rel. Felson v. Allen](#), 129 Conn. 427, 432, 29 A.2d 306 (1942). Only recently this rule of law has been reaffirmed. ‘In this jurisdiction, common law marriages are not accorded validity. . . . The rights and obligations that attend a valid marriage simply do not arise where the parties choose to cohabit outside the marital relationship.’ (Citations omitted.) [Boland v. Catalano](#), 202 Conn. 333, 339, 521 A.2d 142 (1987).” [Collier v. Milford](#), 206 Conn. 242, 248, 537 A.2d 474, 477 (1988).**
- “. . .the plaintiff cites the definition, adopted by our Supreme Court in [Wolk v. Wolk](#), 191 Conn. 328, 332, 464 A.2d 780 (1983), that ‘[c]ohabitation is a dwelling together of man and woman in the same place in the manner of husband and wife.’ The plaintiff apparently interprets the phrase ‘in the manner of husband and wife’ to suggest that cohabitation is for all intents and purposes synonymous with marriage, and that cohabitation raises all of the same presumptions regarding the treatment of assets as does marriage. Such an interpretation, however, would essentially transform cohabitation into common-law marriage, contrary to the refusal of this state to recognize such relationships. See [McAnerney v. McAnerney](#), 165 Conn. 277, 285, 334 A.2d 437 (1973) (‘[a]lthough other jurisdictions may recognize common-law marriage or accord legal consequences to informal marriage relationships, Connecticut definitely does not. . . . It follows that although two persons cohabit and conduct themselves as a married couple, our law neither grants to nor imposes upon them marital status’ [citations omitted]).” [Herring v. Daniels](#), 70 Conn. App. 649, 655, 805 A.2d 718, 722-723 (2002).
- “. . .cohabitation in and of itself does not create any legal or support obligations.” [Loughlin v. Loughlin](#), 280 Conn. 632, 643, 910 A.2d 963, 972 (2006).

Section 1: Validity

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to the validity of unmarried cohabitation agreements in Connecticut.

DEFINITIONS:

- “. . .our public policy does not prevent the enforcement of agreements regarding property rights between unmarried cohabitants in a sexual relationship.” [Boland v. Catalano](#), 202 Conn. 333, 342, 521 A.2d 142, 146 (1987).
- “Contracts expressly providing for the performance of sexual acts, of course, have been characterized as meretricious and held unenforceable as violative of public policy.” [Boland v. Catalano](#), 202 Conn. 333, 339, 521 A.2d 142, 145 (1987).

SEE ALSO:

- [Section 4a: Quantum Meruit](#)

CASES:

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CONNECTICUT

- [Weicker v. Granatowski](#), Superior Court, Judicial District of Fairfield at Bridgeport, No. 398167 (September 2, 2003) (35 Conn. L. Rptr. 333) (2003 Conn. Super. Lexis 2381) (2003 WL 22133810). “What is left is that the parties carried on a platonic relationship while living in the Guilford home for two years. . . . the court does not find probable cause that the parties expressly or implicitly agreed that the plaintiff would have an interest in the Guilford property, nor can the court divine an equitable basis for such an interest. Even if the court were to find that the parties carried on a romantic relationship while in the Guilford home, as observed *supra*, ‘cohabitation alone does not create any contractual relationship or. . . . impose other legal duties upon the parties.’ [Boland v. Catalano](#), *supra* 202 Conn. at 339.”
- [Herring v. Daniels](#), 70 Conn. App. 649, 656, 805 A.2d 718, 723 (2002). “[W]here the parties have established an unmarried, cohabiting relationship, it is the specific conduct of the parties within that relationship that determines their respective rights and obligations, including the treatment of their individual property.”
- [Boland v. Catalano](#), 202 Conn. 333, 339, 521 A.2d 142, 145 (1987). “. . .cohabitation alone does not create any contractual relationship or, unlike marriage, impose any other legal duties upon the parties. . . . Ordinary contract principles are not suspended. . . . for unmarried persons living together, whether or not they engage in sexual activity.”

- [Burns v. Koellmer](#), 11 Conn. App. 375, 380, 527 A.2d 1210, 1214 (1987). “**Claims of a contractual or quasi-contractual nature between parties in illicit relationships but which do not involve payment for prohibited sexual behavior are enforceable in courts of law.**”

OTHER STATES

- [Marvin v. Marvin](#), 557 P2d 106, 116 (1976) [California].
“. . .we base our opinion on the principle that adults who voluntarily live together and engage in sexual relations are nonetheless as competent as any other person to contract respecting their earnings and property rights. Of course, they cannot lawfully contract to pay for the performance of sexual services, for such a contract is, in essence, an agreement for prostitution and unlawful for that reason. But they may agree to pool their earnings and to hold all property acquired during the relationship in accord with the law governing community property; **conversely they may agree that each partner’s earnings and the property acquired from those earnings remains the separate property of the earning partner. So long as the agreement does not rest upon illicit meretricious consideration, the parties may order their economic affairs as they choose, and no policy precludes the courts from enforcing such agreements.**”

WEST KEY NUMBERS:

- *Implied and Constructive Contracts*
Services Rendered
41. Services between persons in family relation.
47.-- Cohabitants.
- *Marriage and Cohabitation*
In general
102. Right to marry or cohabit in general.
Creation, existence, and validity of marital relationship
211. Informal or nonceremonial marriage.
217. Cohabitation, reputation, or holding out.
Marriage alternatives
1267. Contracts and contractual relationships.
1268.—In general.

TEXTS & TREATISES:

- 8A Connecticut Practice Series, *Family Law and Practice with Forms*, 3d ed., by Arnold H. Rutkin, et al., Thomson West, 2010, with 2022-2023 supplement. (also available on Westlaw)
Chapter 47. Property rights and agreements between unmarried cohabitants
§ 47.3. Validity
- *Counseling Unmarried Couples: A Guide to Effective Legal Representation*, 2nd ed., by Frederick Hertz, American Bar Association, 2014.
Chapter 8. Cohabitation and Financial Arrangements

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References to online databases refer to in-library use of these databases. Remote access is not available.

- *6 Family Law and Practice*, by Arnold H. Rutkin, Matthew Bender, 2023. (Also available on Lexis)
 - Chapter 65. Unmarried Cohabitants
 - § **65.04. Unmarried cohabitants' oral agreements**
 - [3] Summary of trend in the law
 - § 65.05. Written cohabitation agreements
 - [1] The importance of a written agreement
 - [2] Negotiating a written cohabitation agreement
 - [3] Terms to be included in the agreement
- *LexisNexis Practice Guide: Connecticut Family Law*, Louise Truax, editor, 2024 ed., LexisNexis.
 - Chapter 12. Agreements
 - § 12.32. CHECKLIST: Determining the status of unmarried cohabitants
 - § 12.33. Enforcing express contracts
- *2 Lindey and Parley on Separation Agreements and Antenuptial Contracts*, 2d ed., by Alexander Lindey, et al., Matthew Bender, 2023. (Also available on Lexis)
 - Chapter 100. Cohabitation Agreements
 - § 100.61. Recognition of cohabitation agreements
- *A Practical Guide to Estate Planning in Connecticut*, 2d ed., by Steven M. Fast, B. Dane Dudley, Editors, Massachusetts Continuing Legal Education, Inc., 2021
 - Chapter 12. Marital Agreements
 - § 12.2 Use of Marital Agreements
 - § 12.2.4. Cohabitation Agreements
 - § 12.3 Enforceability
 - § 12.3.4 Cohabitation Agreements

Section 2: Grounds

A Guide to Resources in the Law Library

- “In the absence of an express contract, the courts should inquire into the conduct of the parties to determine whether that conduct demonstrates an implied contract, agreement of partnership or joint venture, or some other tacit understanding between the parties. . . .’ [Boland v. Catalano](#), 202 Conn. 333, 340-41, 521 A.2d 142 (1987), quoting [Marvin v. Marvin](#), 18 Cal. 3d 660, 665, 134 Cal. Rptr. 815, 557 P.2d 106 (1976).” [Burns v. Koellmer](#), 11 Conn. App. 375, 380-381, 527 A.2d 1210, 1214 (1987). (Internal quotation marks omitted.)

Section 2a: Expressed or Implied Contract

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to the requisites of express or implied contracts between unmarried cohabitants in Connecticut.

DEFINITIONS:

- "A contract is an agreement between parties, whereby one of them acquires a right to an act by the other, and the other assumes an obligation to perform that act. . . . Contracts may be express or implied. These terms, however, do not denote different kinds of contracts, but have reference to the evidence by which the agreement between the parties is shown. If the agreement is shown by the direct words of the parties, spoken or written, the contract is said to be an express one. But if such agreement can only be shown by the acts and conduct of the parties, interpreted in the light of the subject-matter and of the surrounding circumstances, then the contract is **an implied one.**" [Skelly v. Bristol Savings Bank](#), 63 Conn. 83, 87, 26 A. 474, 475 (1893).
- "Whether [a] contract is styled express or implied involves no difference in legal effect, but lies merely in **the mode of manifesting assent.**' (Internal quotation marks omitted.) [Boland v. Catalano](#), 202 Conn. 333, 337, 521 A.2d 142 (1987). 'A true implied [in fact] contract can only exist [however] where there is no express one. It is one which is inferred from the conduct of the parties though not expressed in words. Such a contract arises where a plaintiff, without being requested to do so, renders services under circumstances indicating that he expects to be paid therefor, and the defendant, knowing such circumstances, avails himself of the benefit of those services. In such a case, the law implies from the circumstances, a promise by the defendant to pay the **plaintiff what those services are reasonably worth.**' (Internal quotation marks omitted.) [Bershtein, Bershtein & Bershtein, P.C. v. Nemeth](#), 221 Conn. 236, 241-42, 603 A.2d 389 (1992); [Freda v. Smith](#), 142 Conn. 126, 134, 111 A.2d 679 (1955). Although both express contracts and contracts implied in fact depend on actual agreement; [Coelho v. Posi-Seal International, Inc.](#), 208 Conn. 106, 111, 544 A.2d 170 (1988); '[i]t is not fatal to a finding of an implied contract that there were no express manifestations of mutual assent if the parties, by their conduct, recognized the existence of contractual obligations.' [Rahmati v. Mehri](#), 188 Conn. 583, 587, 452 A.2d 638 (1982)." [Janusauskas v. Fichman](#), 264 Conn. 796, 804-805, 826 A.2d 1066, 1072-1073 (2003).

CASES:

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- Blancovitch v. Trujillo, Superior Court, Judicial District of Stamford/Norwalk at Stamford, No. CV22-5027182S (October 6, 2023) (2023 Conn. Super. Lexis 2395) (2023 **WL 6578882**). "In this case, the plaintiff has specifically chosen to not seek funds associated with cohabitation, i.e., rent, food expenses, etc. The plaintiff has focused on a specific decision or set of decisions to lend funds to the defendant with the understanding that such funds would be repaid. The defendant does not raise any specific defenses of cohabitation expenses per se or that he understood the funds paid to him by the plaintiff were related to some unobligated element of their romantic relationship. Regardless, unlike other cohabitation cases where the court is asked to find whether an implied contract existed based upon the circumstances between the parties, here there is a written loan agreement. While simple and not subject to the formal conditions of a bank loan, for example, the loan is clear and articulates the amount owed and the subject matter of the loan. The loan is not related to the cohabitation relationship between the parties but rather is focused on payments **more unique to the defendant...**" (p.6)
- Fine v. Lamb, Superior Court, Judicial District of Stamford/Norwalk, No. CV206047303S (May 26, 2022) (2022 Conn. Super. Lexis 668) (2022 WL 1694266). "Count One accuses Brett of breach of contract because he has refused to share his bank account with Alex following the termination of ten years of cohabitation and **Brett's failure to buy a house for the couple to inhabit.**" (p.1)

"In the present case, the court finds that there was no express agreement between the parties to evenly divide Brett's Wells Fargo accounts in the event the relationship terminated and a house was not purchased for them to **live in. As Alex stated, "We didn't start discussing specifics until we started talking about not buying a house, but then we discussed dividing the money somehow."** Tr. I, at 34:24-35:01. This is not an enforceable contract.

Furthermore, the conduct of the parties does not support the inference of an implied contract to divide Brett's accounts evenly. The record is clear that the Wells Fargo accounts were always in Brett's name alone. Alex never deposited any money into them, although she had \$95,000 from her grandmother...As she never owned anything jointly with Brett, any expectation that she would own a house jointly with Brett, especially if no longer in a relationship with him, is unjustified." (p.10)
- McArthur v. Page, Superior Court, Judicial District of Hartford at Hartford, No. CV095031975S (February 11,

2010) (2010 Conn. Super. Lexis 414) (2010 WL 1050661). **"While it is true, that in Connecticut legal duties between two cohabiting parties are not automatically established, those same parties may subsequently enter into a contract, express or implied, in the same manner as any two non-cohabiting parties."**

- Warren v. Gay, Superior Court, Judicial District of New Haven at New Haven, No. CV054031182 (May 12, 2009) (2009 Conn. Super. Lexis 1284) (2009 WL 1578287). **"The court finds that there was an implied agreement or at least a 'tacit understanding' between the parties. . . ."**
- DiCerto v. Jones, 108 Conn. App. 184, 187, 947 A.2d 409, 411 (2008). **"There was no agreement between the parties, either orally or in writing, as to what would occur. . . . if the parties later were to separate. There was, however, an agreement and understanding between the parties during their relationship and prior to separation. . . ."**
- Boland v. Catalano, 202 Conn. 333, 340-341, 521 A.2d 142, 146 (1987). **"In the absence of an express contract, the courts should inquire into the conduct of the parties to determine whether that conduct demonstrates an implied contract. . . ."**

WEST KEY NUMBERS:

- *Implied and Constructive Contracts*
Services Rendered
41. Services between persons in family relation.
47.-- Cohabitants.
- *Marriage and Cohabitation*
In general
102. Right to marry or cohabit in general.
Creation, existence, and validity of marital relationship
211. Informal or nonceremonial marriage.
217. Cohabitation, reputation, or holding out.
Marriage alternatives
1267. Contracts and contractual relationships.
1268.—In general.

ENCYCLOPEDIAS:

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- 69 *A.L.R.5th* 219, *Property Rights Arising from Relationship of Couple Cohabiting Without Marriage*, by George L. Blum, Thomson West, 1999 (Also available on Westlaw).
§ 7. Express agreement, generally
§ 8. Implied agreement
- 17A *Am. Jur. 2d* Contracts, Thomson West, 2016, with 2023 supplement. (Also available on Westlaw)
§§ 11-17. Express, Implied, or Constructive Contracts

- 35 COA2d 295, *Cause of Action by Same-Sex or Heterosexual Unmarried Cohabitant to Enforce Agreement or Understanding Regarding Support or Division of Property on Dissolution of Relationship*, Thomson West, 2007, November 2023 update. (Also available on Westlaw).
- 95 POF3d 1, *Proving the Property and Other Rights of Cohabitants and Domestic Partners*, by Monique C.M. Leahy, J.D., Thomson West, 2007, December 2023 update (Also available on Westlaw).
- 8A Connecticut Practice Series, *Family Law and Practice with Forms*, 3d ed., by Arnold H. Rutkin, et al., Thomson West, 2010, with 2022-2023 supplement. (also available on Westlaw)
 - Chapter 47. Property rights and agreements between unmarried cohabitants
 - § 47.2. Agreements between unmarried couples
 - § 47.5. Particular clauses
 - § 47.6. Separate property
 - § 47.7. Joint purchases and contracts
- *Counseling Unmarried Couples: A Guide to Effective Legal Representation*, 2nd ed., by Frederick Hertz, American Bar Association, 2014.
 - Chapter 8. Cohabitation and Financial Arrangements
 - Background context
 - Chapter 13. Moving On: The Substantive Legal Doctrines
 - The doctrinal grounds of nonmarital legal claims
- 6 *Family Law and Practice*, by Arnold H. Rutkin, Matthew Bender, 2023. (also available on Lexis)
 - Chapter 65. Unmarried Cohabitants
 - § 65.04. Unmarried cohabitants' oral agreements**
 - [1] Express oral agreements
 - [2] Implied oral agreements
- *LexisNexis Practice Guide: Connecticut Family Law*, Louise Truax, editor, 2024 ed., LexisNexis.
 - Chapter 12. Agreements
 - § 12.32. CHECKLIST: Determining the status of unmarried cohabitants
 - § 12.33. Enforcing express contracts

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Table 1: Proof of Existence, Terms, And Breach, or Lack Thereof, of Oral Contract to Convey Property between Unmarried Cohabitants

Proving the Property and Other Rights of
Cohabitants and Domestic Partners
95 POF3d 1
by Monique C.M. Leahy

VI. Proof of Existence, Terms, and Breach, or Lack Thereof, of Oral Contract to Convey Property between Unmarried Cohabitants	
§ 48 Model Case	
§ 49	Parties' cohabitation
§ 52	Existence and terms of oral agreement
§ 54	Parties' acquisition of property
§ 55	Plaintiff's performance of agreement
§ 56	Defendant's breach of agreement
§ 62	No oral agreement

Table 2: Proof of Existence and Breach of Implied-In-Fact Contract for Services

VIII. Proof of Implied Contract for Cohabitant's Services	
§ 78 Model Case	
§ 79	Parties' cohabitation
§ 80	Pooling of resources; sharing of expenses
§ 81	Plaintiff's giving up of job to render household and related services
§ 82	Parties' acquisition of property
§ 83	Plaintiff's understanding as to rights in acquired property
§ 85	Plaintiff's performance of implied agreement
§ 86	Defendant's breach of implied agreement
§ 89	Defendant's statement regarding ownership of property

Section 2b: Implied Partnership Agreement or Joint Venture

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to the requisites of an implied partnership agreement or joint venture between unmarried cohabitants in Connecticut.

DEFINITIONS:

- **"The distinction between a partnership and a joint venture is often slight, the former commonly entered into to carry on a general business, while the latter is generally limited to a single transaction."** [Travis v. St. John](#), 176 Conn. 69, 72, 404 A.2d 885, 887 (1978).

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- [Paollela v. Paollela](#), 42 Conn. Supp. 184, 185-186, 612 A.2d 145, 146 (5 Conn. L. Rptr. 520) (1991). "The existence of a partnership relationship is determined from all of the facts and circumstances of the case. . . . And, when closely related individuals are involved, the facts and circumstances between them do not have the same significance they would have if the parties were **strangers.**"
- [Boland v. Catalano](#), 202 Conn. 333, 340-341, 521 A.2d 142, 146 (1987). "In the absence of an express contract, the courts should inquire into the conduct of the parties to determine whether that conduct demonstrates. . . . **agreement of partnership or joint venture. . . .**"
- [Electronic Associates, Inc. v. Automatic Equipment Development Corporation et al.](#), 185 Conn. 31, 35-36, 440 A.2d 249, 251 (1981). "A joint venture is a special combination of two or more persons who combine their property, money, effects, skill, and knowledge to seek a profit jointly in a single business enterprise without any actual partnership or corporate designation. . . . As a matter of law, parties to joint ventures undertake fiduciary duties to each other concerning matters within the scope of the joint venture. During negotiations which the parties hope will lead to a joint venture, a fiduciary duty may arise as a matter of fact although the law would **not infer it merely from the relationship of the parties.**" (Citations omitted).

WEST KEY NUMBERS:

- *Joint Ventures*
Nature, creation, requisites, and existence
1. In general; essential elements.
Rights, duties, and liabilities of parties.
41-55.
- *Partnership*
Relation in general
In general

- 408. What is a partnership.
Creation and requisites in general
- 421. In general.
- 426(9). As compensation for services in general;
partnership or employment relationship.
- 430. Mutual agency.
- 431. Subject matter or purpose.
- Partnership agreement
- 447. Form, requisites, and validity of agreement.

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- 69 *A.L.R.5th* 219, *Property Rights Arising from Relationship of Couple Cohabiting Without Marriage*, by George L. Blum, Thomson West, 1999 (Also available on Westlaw).
§ 9. Partnership agreement or joint venture
- 95 *POF3d* 1, *Proving the Property and Other Rights of Cohabitants and Domestic Partners*, by Monique C.M. Leahy, J.D., 2007, December 2023 update (Also available on Westlaw).

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Chapter 47. Property rights and agreements between unmarried cohabitants
§ 47.1. In general
- *Counseling Unmarried Couples: A Guide to Effective Legal Representation*, 2nd ed., by Frederick Hertz, American Bar Association, 2014.
Chapter 13. Moving On: the Substantive Legal Doctrines
Dealing with the typical claims - Disputes over business interests

Table 3: Proof of Existence and Breach of Joint Venture Regarding Real Property

Proving the Property and Other Rights of
Cohabitants and Domestic Partners
95 POF3d 1
by Monique C.M. Leahy

VII. Proof of Joint Venture by Cohabitants Regarding Real Property	
§ 66 Model Case	
§ 67	Parties' cohabitation
§ 68	Purchase of property
§ 70	Relationship problems
§ 74	No intention to sell the home

Table 4: Proof of Existence and Breach of Implied Partnership Agreement between Unmarried Cohabitants

IX. Proof of Implied Partnership to Convey Property Between Unmarried Cohabitants	
§ 90 Model Case	
§ 91	Parties' cohabitation
§ 92	Purchase of business property
§ 94	Nature of business enterprise
§ 96	Parties' contribution of capital to business; pooling of resources
§ 100	No partnership ever entered into
§ 101	Never held out as business partners

Section 3: Form and Content

A Guide to Resources in the Law Library

SCOPE: Bibliographic resources relating to the form and content of a written cohabitation agreements.

- FORMS:
- *9B Am Jur Legal Forms 2d Husband and Wife*, Thomson West, 2020, November 2023 supp. (also available on Westlaw)
 - § 139:111. Form drafting guide
 - § 139:112. Form drafting guide—Checklist—Matters to be considered in drafting nonmarital cohabitation agreement
 - § 139:115. Nonmarital agreement—Between parties living together remaining unmarried—**With attorneys'** certification
 - § 139:116. Nonmarital agreement—Between parties living together remaining unmarried—Residence owned by one party
 - § 139:117. Nonmarital agreement—Between parties living together remaining unmarried—Provisions for custody and support
 - § 139:118. Nonmarital agreement—Between parties living together remaining unmarried—Joint purchase of real estate
 - § 139:119. Nonmarital agreement—Between parties living together remaining unmarried—Joint purchase of real estate—One party has child from prior relationship
 - § 139:120. Nonmarital agreement—Between parties living together remaining unmarried—To share residence, earnings, and accumulated property—No provision for support
 - § 139:121. Nonmarital agreement—Between parties living together remaining unmarried—Parties have child
 - § 139:122. Agreement to terminate cohabitation agreement—Parties have children
 - § 139:123. Agreement to terminate cohabitation agreement— One party has child from prior relationship—One party to buy out other's interest in jointly owned real estate
 - §§ 139:124 - 144. Optional provisions
 - *7A Am Jur Pleading and Practice Forms Contracts*, Thomson West, 2023. (also available on Westlaw)
 - § 52. Complaint, petition, or declaration—Breach of implied contract—Cohabitation Agreement
 - *6 Family Law and Practice*, by Arnold H. Rutkin, Matthew Bender, 2023 (also available on Lexis).
 - Chapter 65. Unmarried cohabitants
 - § 65.05. Written cohabitation agreements
 - [3] Terms to be included in the agreement

§ 65.06. SAMPLE FORM: Cohabitation agreement
§ 65.07. CHECKLIST: Provisions of a cohabitation agreement

- *2 Lindey and Parley on Separation Agreements and Antenuptial Contracts*, 2d ed., by Alexander Lindey, et al., Matthew Bender, 2023. (also available on Lexis)
Chapter 100. Cohabitation Agreements
§§ 100.10 – 37. Forms

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NUMBERS:

- *Implied and Constructive Contracts*
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§ 47.3. Validity
§ 47.4. Preparation and execution
§ 47.5. Particular clauses
§ 47.6. Separate property
§ 47.7. Joint purchases and contracts
§ 47.8. Enforcement of cohabitation agreements
§ 47.9. Termination of living together agreements
- *6 Family Law and Practice*, by Arnold H. Rutkin, Matthew Bender, 2023. (also available on Lexis)
Chapter 65. Unmarried cohabitants
§ 65.07. CHECKLIST: Provisions of a cohabitation agreement
- *LexisNexis Practice Guide: Connecticut Family Law*, Louise Truax, editor, 2024 ed., LexisNexis.
Chapter 6. Division of Property
Chapter 12. Agreements
§ 12.32. CHECKLIST: Determining the status of unmarried cohabitants

- *2 Lindey and Parley on Separation Agreements and Antenuptial Contracts*, 2d ed., by Alexander Lindey, et al., Matthew Bender, 2023. (also available on Lexis)
Chapter 100. Cohabitation Agreements
- *A Practical Guide to Estate Planning in Connecticut*, 2d ed., by Steven M. Fast, B. Dane Dudley, Editors, Massachusetts Continuing Legal Education, Inc., 2021
Chapter 12. Marital Agreements
 - § 12.2. Use of Marital Agreements
 - § 12.2.4. Cohabitation Agreements
 - § 12.3. Enforceability
 - § 12.3.4. Cohabitation AgreementsChecklist 12.1 Cohabitation Agreement Checklist

Table 5: Sample Clauses for Cohabitation Agreements

Sample Clauses for Cohabitation Agreements	
Bank Accounts	<ul style="list-style-type: none"> • Joint bank account—Payment of joint expenses. Am Jur Legal Forms § 139:136 • Joint expenses; Joint account; Proportional contributions. Lindey §100.23 • Separate bank accounts and credit cards. Am Jur Legal Forms § 139:138
Basic Agreements	<ul style="list-style-type: none"> • Am Jur Legal Forms §§ 139:115-142 • Cohabitation agreement. Rutkin § 65.06
Breach Of Agreement	<ul style="list-style-type: none"> • Breach; Remedies. Lindey §100.29 • Promise to support during joint residency; Effect of termination or breach. Lindey §100.21 • Complaint, petition, or declaration—Breach of implied contract—Cohabitation agreement. Am Jur P&P Forms § 52
Children	<ul style="list-style-type: none"> • Expenditures on behalf of children; No obligations created. Lindey §100.19 • Legal names of parties and children. Am Jur Legal Forms § 139:130 • Parties have child. Am Jur Legal Forms § 139:140 • Provisions for custody and support. Am Jur Legal Forms § 139:117 • Support, maintenance, and education of children. Am Jur Legal Forms § 139:129 • Visitation rights. Lindey §100.32
Counsel	<ul style="list-style-type: none"> • Acknowledgment of representation by counsel. Am Jur Legal Forms § 139:141 • Recitals; Disclosure; Separate counsel. Lindey §100.11
Debts	<ul style="list-style-type: none"> • Separate property; Debts. Lindey §100.14

(Cont'd)

Sample Clauses (Cont'd)

Disclosure	<ul style="list-style-type: none"> Recitals; Disclosure; Separate counsel. Lindey §100.11
Inheritance	<ul style="list-style-type: none"> Designation as beneficiary of various interests; Testamentary inclusion. Lindey §100.25 Gifts; Inheritance. Lindey §100.18 Life insurance; One party to establish and maintain life insurance for benefit of the other party. Lindey §100.37 No claim on either party's estate. Am Jur Legal Forms § 139:134 Waiver of estate claims. Lindey §100.26
Mediation	<ul style="list-style-type: none"> Mediation prior to any court proceeding. Lindey § 100.30
Name(s)	<ul style="list-style-type: none"> Legal names of parties and children. Am Jur Legal Forms § 139:130 Occupancy of premises in name of one party on happening of specific events. Lindey §100.31
Property, Joint	<ul style="list-style-type: none"> Joint property; Equal interests presumed. Lindey §100.15 Joint property; Interests based on contribution. Lindey §100.16 Joint purchase of real estate. Am Jur Legal Forms § 139:118 One wage-earning party—property shared equally. Am Jur Legal Forms § 139:127 Process for dividing real estate; Occupant's obligations; Sale; Partition. Lindey §100.33
Property, Separate	<ul style="list-style-type: none"> Property to be kept separate. Am Jur Legal Forms § 139:132 Separate property; No creation of rights except in writing or specific investment. Lindey §100.13 Separate property; Debts. Lindey §100.14 Sole ownership of residence; Effect of joint payments of expenses. Lindey §100.17 Occupancy of premises in name of one party on happening of specific events. Lindey §100.31
Recitals	<ul style="list-style-type: none"> Recitals; Disclosure; Separate counsel. Lindey §100.11 Recitals; Intention to live together; Desire to define financial arrangements; No common law marriage. Lindey §100.10

(Cont'd)

Sample Clauses (Cont'd)

Support	<ul style="list-style-type: none"> • No obligation to support joint resident. Lindey §100.20 • To share residence, earnings, and accumulated property--No provision for support. Am Jur Legal Forms § 139:120 • Promise to support during joint residency; Effect of termination or breach. Lindey §100.21 • Provisions for custody and support. Am Jur Legal Forms § 139:117 • Support in exchange for services; Sexual services not included. Lindey §100.22 • Support of one party by the other. Am Jur Legal Forms § 139:128 • Support, maintenance, and education of children. Am Jur Legal Forms § 139:129 • Waiver of right to support or other compensation. Am Jur Legal Forms § 139:142
Taxes	<ul style="list-style-type: none"> • Taxes. Lindey §100.27
Termination	<ul style="list-style-type: none"> • Criteria for dividing property; Use of marital property concepts. Lindey §100.35 • Termination agreement; No preexisting agreement. Lindey §100.34 • Terminating events; Consequences of termination. Lindey §100.28 • Agreement to terminate cohabitation agreement—Parties have children. Am Jur Legal Forms § 139:122 • Termination of cohabitation agreement—One party to buy out other's interest in jointly owned real estate. Am Jur Legal Forms § 139:123
Visitation	<ul style="list-style-type: none"> • Visitation rights. Lindey §100.32

Each of our law libraries own the Connecticut treatises cited. You can [contact](#) us or visit our [catalog](#) to determine which of our law libraries own the other treatises cited or to search for more treatises. References to online databases refer to in-library use of these databases. Remote access is not available.

Am Jur Legal Forms = 9B *Am Jur Legal Forms 2d* Husband and Wife, Thomson West, 2020, November 2023 supplement. (also available on Westlaw).

Am Jur P&P Forms = 17 *Am Jur Pleading and Practice Forms* Contracts, Thomson West, 2023. (also available on Westlaw)

Lindey = 2 *Lindey and Parley on Separation Agreements and Antenuptial Contracts*, 2d ed., by Alexander Lindey, et al., Matthew Bender, 2023. (also available on Lexis)

Rutkin = 6 *Family Law and Practice*, by Arnold H. Rutkin, Matthew Bender, 2023. (also available on Lexis)

Section 4: Remedies & Enforcement

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to remedies for and the enforcement of cohabitation agreements in Connecticut.

DEFINITIONS:

- Unjust enrichment: **"This doctrine is based upon the principle that one should not be permitted unjustly to enrich himself at the expense of another but should be required to make restitution of or for property received, retained or appropriated."** [Franks v. Lockwood](#), 146 Conn. 273, 278, 150 A.2d 215, 218 (1959).

FORMS:

- *2 Lindey and Parley on Separation Agreements and Antenuptial Contracts*, 2d ed., by Alexander Lindey, et al., Matthew Bender, 2023. (also available on Lexis)
Chapter 100. Cohabitation Agreements
§ 100.34 Termination agreement; No preexisting agreement--Form

CASES:

Once you have identified useful cases, it is important to update them to ensure they are still good law. You can [contact your local law librarian](#) to learn about updating cases.

- [Powell v. Chiraporn](#), Superior Court, Judicial District of Hartford, No. CV216140533 (December 20, 2023) (2023 Conn. Super. Lexis 3312) **(2023 WL 8889297)**. "... Unjust enrichment is a very broad and flexible equitable doctrine that has as its basis the principle that it is contrary to equity and good conscience for a defendant to retain a benefit that has come to him at the expense of the plaintiff. The doctrine's three basic requirements are that (1) the defendant was benefited, (2) the defendant unjustly failed to pay the plaintiff for the benefits, and (3) the failure of payment was to the plaintiff's detriment. All the facts of each case must be examined to determine whether the circumstances render it just or unjust, equitable or inequitable, conscionable or unconscionable, to apply the doctrine. (Citations and quotations omitted.) [Gagne v. Vaccaro](#), 255 Conn. 390, 401, 408-09 (2001)."

The plaintiff's minimal contribution of six months of condo fees and one-half of the title to the garage, while living rent free in the condo for several years and utilizing the garage for his car, hardly qualifies as an unjust enrichment to the defendant. It is not inequitable or unjust for CPN to retain the benefit of the plaintiff's minimal contributions to the condo, given her provision of housing and board to the plaintiff at the condo from the autumn of 2017 to the summer of 2020." (p.4)

- [Fine v. Lamb](#), Superior Court, Judicial District of Stamford/Norwalk, No. CV206047303S (May 26, 2022) (2022 Conn. Super. LEXIS 668) (2022 WL 1694266). "Count Two states that the last five years of the cohabitation were spent rent-free in an apartment over a garage at the Westport residence owned by Alex's mother

and charges that Brett has been unjustly enriched by the uncharged rent.” (p.1)

“In this case, the plaintiff claims that Brett was unjustly enriched in the amount of \$55,500. However, Brett credibly showed that his labor, payment of living expenses and time away from work to care for Alex aggregated a value of at least \$73,000. As a result, the court finds that the waiver of Brett’s rent at the Wilton house was neither a net benefit, nor unjust, nor detrimental to Alex. Fundamentally, it was a gift without reasonable expectation of repayment.” (p. 11)

- [Boland v. Catalano](#), 202 Conn. 333, 521 A.2d 142 (1987).
- [Burns v. Koellmer](#), 11 Conn. App. 375, 385, 527 A.2d 1210, 1216 (1987). “Unjust enrichment and quantum meruit are forms of the equitable remedy of restitution by which a plaintiff may recover the benefit conferred on a defendant in situations where no express contract has been entered into by the parties.”
- *Implied and Constructive Contracts*
Nature and grounds of obligation
3. Unjust enrichment.
- *Trusts*
Resulting Trusts
63.9. Creation and existence in general
Constructive Trusts
103 (1). Contracts and transactions between persons in confidential relations. In general.
103 (5). Partners.
- 94 A.L.R.3d 552, Annotation, *Recovery for Services Rendered by Persons Living in Apparent Relation of Husband and Wife Without Express Agreement for Compensation*, by Jane Massey Draper, 1979 (also available on Westlaw).
- 35 A.L.R.4th 409, Annotation, *Order Awarding Temporary Support or Living Expenses Upon Separation of Unmarried Partners Pending Contract Action Based on Services Relating to Personal Relationship*, by Jean E. Maess, 1985 (Also available on Westlaw).
- 35 COA2d 295, *Cause of Action by Same-Sex or Heterosexual Unmarried Cohabitant to Enforce Agreement or Understanding Regarding Support or Division of Property on Dissolution of Relationship*, 2007, November 2023 update (Also available on Westlaw).
 - § 34. Remedies—generally
 - § 35. Apportionment of joint property
 - § 36. Permanent or temporary support

WEST KEY NUMBERS:

ENCYCLOPEDIAS:

Encyclopedias and ALRs are available in print at some law library locations and accessible online at all law library locations.

Online databases are available for in-library use. Remote access is not available.

TEXTS &
TREATISES:

Each of our law libraries own the Connecticut treatises cited. You can [contact](#) us or visit our [catalog](#) to determine which of our law libraries own the other treatises cited or to search for more treatises.

References to online databases refer to in-library use of these databases. Remote access is not available.

- *Counseling Unmarried Couples: A Guide to Effective Legal Representation*, 2nd ed., by Frederick Hertz, American Bar Association, 2014.
 - Chapter 13. Moving On: the Substantive Legal Doctrines
 - Dealing with the typical claims
 - Chapter 14. The nonmarital dissolution process
- 2 *Lindey and Parley on Separation Agreements and Antenuptial Contracts*, 2d ed., by Alexander Lindey, et al., Matthew Bender, 2023. (also available on Lexis)
 - Chapter 100. Cohabitation Agreements
 - § 100.68. Termination, remedies, and defenses

Section 4a: Quantum Meruit

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to unmarried cohabitant seeking equitable relief under the doctrine of quantum meruit.

DEFINITIONS:

- **"Literally translated, the phrase 'quantum meruit' means 'as much as he deserved.' 'Quantum meruit' is a liability on a contract implied by law It is premised on the finding of an implied promise to pay the plaintiff as much as he reasonably deserves, and it is concerned with the amount of damages resulting from an implied promise by the defendant to pay."** [Derr v. Moody](#), 5 Conn. Cir. 718, 721-722, 261 A.2d 290, 293 (1969).
- **". . . unjust enrichment has been the form of action commonly pursued in this jurisdiction when the benefit that the enriched party receives is either money or property. . . . Quantum meruit, by comparison, is the form of action which has been utilized when the benefit received was the work, labor, or services of the party seeking restitution."** [Burns v. Koellmer](#), 11 Conn. App. 375, 384, 527 A.2d 1210, 1215-1216 (1987).
- [Weathers v. Maslar](#), Superior Court, Judicial District of Middlesex at Middletown, No. CV990088674S (January 31, 2000) (26 Conn. L. Rptr. 297) (2000 Conn. Super. Lexis 221) (2000 WL 1575). **"The sixth count fails to allege that the defendant represented to the plaintiff that she would be compensated in the future for rendering homemaking services to him. As pleaded, the court can only infer that plaintiff performed homemaking services for the defendant out of consideration of the fact that they lived together. Accordingly, the sixth count fails to state a claim based on the theory of quantum meruit."**

CASES:

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

- [Hrostek v. Massey](#), Superior Court, Judicial District of Fairfield at Bridgeport, No. CV030407894S (May 25, 2007) (2007 Conn. Super. Lexis 1316) (2007 WL 1677009). **"Consistent with the equitable theories of quantum meruit or unjust enrichment, a party may recover, even in the absence of a valid contract. These theories are grounded in concepts of restitution. . . . They are based on the principle that one should not be permitted unjustly to enrich himself at the expense of another, but should be required to make restitution for property received, returned, or appropriated."** (Citation omitted).
- [Burns v. Koellmer](#), 11 Conn. App. 375, 383-384, 527 A.2d 1210, 1215 (1987). **"Quantum meruit is the remedy available to a party when the trier of fact determines that an implied contract for services existed between the**

parties, and that, therefore, the plaintiff is entitled to the reasonable value of services rendered. . . . Such contracts **are determined from the evidence of the parties' course of conduct** which implies a promise to pay for the services rendered. The pleadings must allege facts to support the **theory. . . .**"

- [Boland v. Catalano](#), 202 Conn. 333, 340-341, 521 A.2d 142, 146 (1987). "The courts may also employ the doctrine of quantum meruit, or equitable remedies such as constructive or resulting trusts, when warranted by the **facts of the case.**"

WEST KEY NUMBERS:

- *Implied and Constructive Contracts*
Services Rendered
41. Services between persons in family relation.
47.-- Cohabitants.
- *Trusts*
Resulting Trusts
63.9. Creation and existence in general
Constructive Trusts
103 (1). Contracts and transactions between persons in confidential relations. In general.
103 (5). Partners.

ENCYCLOPEDIAS:

Encyclopedias and ALRs are available in print at some law library locations and accessible online at all law library locations.

Online databases are available for in-library use. Remote access is not available.

- 66 *Am. Jur. 2d* Restitution and Implied Contracts, 2021, with December 2023 update. (also available on Westlaw)
IV. Recovery for Work, Labor, Services, and Materials; Quantum Meruit
B. Effect of Domestic Relationships of Parties; Kinship; Membership in Family
b. Other Relationships; Brothers and Sisters, Uncles and Nephews, Etc.
§ 67. Husband and wife; unmarried cohabitation
- 95 *POF3d* 1, *Proving the Property and Other Rights of Cohabitants and Domestic Partners*, by Monique C.M. Leahy, J.D., 2007 (Also available on Westlaw).
§ 13. Quantum meruit for services
- 35 *COA2d* 295, *Cause of Action by Same-Sex or Heterosexual Unmarried Cohabitant to Enforce Agreement or Understanding Regarding Support or Division of Property on Dissolution of Relationship*, 2007 (Also available on Westlaw).
§ 15. Constructive trust
§ 16. Resulting trust
§ 17. Quantum meruit

TEXTS &
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Chapter 13. Moving On: The Substantive Legal Doctrines
The doctrinal grounds of nonmarital legal claims
- *2 Lindey and Parley on Separation Agreements and Antenuptial Contracts*, 2d ed., by Alexander Lindey, et al., Matthew Bender, 2023. (also available on Lexis)
Chapter 100. Cohabitation Agreements
Part C. The Law
§ 100.64[2][c]. Resulting Trust
§ 100.64[2][d]. Constructive Trust

Table 6: Constructive Trust

Constructive Trust	
<p><u>Powell v. Chiraporn</u>, Superior Court, Judicial District of Hartford, No. CV216140533 (December 20, 2023) (2023 Conn. Super. Lexis 3312) (2023 WL 8889297).</p>	<p>"Because title to the Windsor house has been acquired by CPN in such a way that she should not in good conscience be the sole title holder, because she would be unjustly enriched at the expense of MP if she were permitted to retain sole title, because MP and CPN were in a special relationship when purchasing the house, as parents who were seeking a better home for their child, and because they entered into a specific arrangement for the purchase of the house which created a fiduciary relationship, a constructive trust arose as to title of the house in favor of MP.</p> <p>The conscience of equity, under these particular facts, finds appropriate expression in acknowledging a constructive trust in favor of MP, and in ordering that CPN, as the trustee in equity, share the title to said property equally with MP." (p. 5-6)</p>
<p><u>Fine v. Lamb</u>, Superior Court, Judicial District of Stamford/Norwalk, No. CV206047303S (May 26, 2022) (2022 Conn. Super. Lexis 668) (2022 WL 1694266).</p>	<p>"Count Three seeks the imposition of a constructive trust on Brett's accounts." (p.1)</p> <p>"In addition to failing to prove unjust enrichment of Brett, Alex also fails to identify any assets or property in his possession that was wrongfully transferred to him. As a result, the plaintiff has failed to prove entitlement to a constructive trust on Brett's assets." (p. 12)</p>
<p><u>Facchini v. Facchini</u>, Superior Court, Judicial District of New London at New London, No. 541837 (February 4, 1998) (1998 Conn. Super. Lexis 307) (1998 WL 59469).</p>	<p>"The establishment of a confidential relationship places a significant burden of proof on the party defendant claimed to be the constructive trustee. '[W]here a confidential relationship has been established, there is substantial authority that the burden of proof rests on the party denying the existence of a trust-and then by clear and convincing evidence to negate such a trust.' <i>Hieble</i>, p. 62, 316 A.2d 777."</p>
<p><u>Castaldo v. Castaldo</u>, Superior Court, Judicial District of Fairfield, Housing Session, No. SPBR 9412-28656 (July 12, 1995) (15 Conn. L. Rptr. 135) (1995 Conn. Super. Lexis 2309) (1995 WL 476798).</p>	<p>"There is no common law marriage in the State of Connecticut but we do recognize contract claims. <i>Boland v. Catalano</i>, supra 340. Furthermore the allegations of the pleadings indicate that the plaintiff and the defendant are still related one to another, to wit; they have a parental obligation to a minor child issue of their dissolved marriage. This is sufficient under Connecticut law to allege a special or confidential relationship to be able to satisfy the allegations of a constructive trust."</p>

[Gulack v. Gulack](#), 30 Conn. App. 305, 310, 620 A.2d 181, 185 (1993).

“The elements of a constructive trust are the intent by a grantor to benefit a third person, the transfer of property to another who stands in a confidential relationship to the grantor with the intent that the transferee will transfer the property to the third person, and the unjust enrichment of the transferee if the transferee is allowed to keep the property. A constructive trust is created by operation of law when these elements are present.”

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Table 7: Resulting Trust

Resulting Trust	
<p>Saradjian v. Saradjian, 25 Conn. App. 411, 414, 595 A.2d 890, 892 (1991).</p>	<p>“When the purchase money for property is paid by one and the legal title is taken in the name of another, a resulting trust ordinarily arises at once, by operation of law, in favor of the one paying the money’. . . . The party seeking to impose the resulting trust need only show that the purchase money was paid by him and legal title was taken in another to gain the benefit of the presumption. Farrah v. Farrah, 187 Conn. 495, 501, 446 A.2d 1075 (1982).”</p>
<p>Farrah v. Farrah, 187 Conn. 495, 500, 446 A.2d 1075, 1078 (1982).</p>	<p>“The law on resulting trusts in Connecticut is well settled. Resulting trusts arise by operation of law at the time of a conveyance when the purchase money for property is paid by one party and the legal title is taken in the name of another.”</p>
<p>Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can contact your local law librarian to learn about the tools available to you to update cases.</p>	