DAVID CARON CHRYSLER MOTORS, LLC, ET AL. *v.* GOODHALL'S, INC., ET AL.
(AC 30232)

Gruendel, Beach and Dupont, Js.

Argued December 8, 2009—officially released June 29, 2010

(Appeal from Superior Court, judicial district of Tolland, Hon. Lawrence C. Klaczak, judge trial referee.)

Walter A. Twachtman, Jr., for the appellants (plaintiffs).

Edward Muska, with whom was *F. Joseph Paradiso*, for the appellees (defendants).

Opinion

GRUENDEL, J. The plaintiffs, David Caron Chrysler Motors, LLC, and David A. Caron, appeal from the judgment of the trial court in favor of the defendants, Goodhall's, Inc., Goodhall's Garage, Inc., and Lucille Goodhall, administratrix of the estate of Wallace Goodhall, Jr.[1] On appeal, the plaintiffs claim that the court improperly found that there was no enforceable lease between the plaintiffs and the defendants, and, therefore, the defendants could not be liable for any damages arising out of various claimed breaches of the lease. We affirm the judgment of the trial court.

The following facts found by the court are relevant to our discussion. In the mid-1950s, Wallace Goodhall, Jr., opened a service station located at 2 Mashapaug Road in Union. Thereafter, Wallace Goodhall, Jr., secured a Chrysler franchise, and that business became known as Goodhall's Chrysler-Plymouth-Dodge-Jeep-Eagle, LLC. Wallace Goodhall, Jr., maintained ownership of the land through his corporation, Goodhall's Garage, Inc. In 1996, he sold the business to Jerry L. Yost and leased the land and building to Yost with an option to purchase.[2] The lease provided that there will be no assignment of the lease "without the prior written consent of the landlord." It further provided that a transfer of a majority interest in the limited liability company would constitute an assignment of the lease. In 1998, without obtaining the consent of Goodhall's, Inc., David Caron purchased the business from Yost. The business became David Caron Chrysler Motors, LLC, and occupied the property on which it was located. A dispute resulted, and the plaintiffs brought this action for damages. In its memorandum of decision, filed August 18, 2008, the court found that there was no contract between "Caron and Goodhalls . . . ."

In our view, the court must be credited with finding what it stated it found, not what we want to impute from its words. Thus, in analyzing the procedural history and factual background of this case, we also are compelled to look to what the court did not find. In its memorandum of decision, the court defined "Caron" as "David Caron." It wrote: "In 1997, David Caron (Caron) was told by his attorney . . . that he might want to look into the Yost owned dealership . . . ." Nowhere in the decision did the court indicate that it intended to refer to Caron as anyone or anything other than David Caron. Specifically, the court never used the term Caron as a shorthand way to denominate the entity David Caron Chrysler Motors, LLC.[3] That entity is mentioned in the memorandum of decision but not in connection with the court's determination that there was no contract between "Caron and Goodhalls . . . ." Put simply, the court made no finding that there was or was not a contract between the two corporate parties, David Caron Chrysler Motors, LLC, and Goodhall's, Inc.

At best, the court's finding is ambiguous. It is axiomatic that "[a]n articulation is appropriate where the trial court's decision contains some ambiguity or deficiency reasonably susceptible of clarification." (Internal quotation marks omitted.) *Nicefaro* v. *New Haven*, 116 Conn. App. 610, 617, 976 A.2d 75, cert. denied, 293 Conn. 937, 981 A.2d 1079 (2009). Moreover, "[w]here the trial court's decision is ambiguous, unclear or incomplete, an appellant must seek an articulation . . . or this court will not review the claim." (Internal quotation marks omitted.) *Testone* v. *C. R. Gibson Co.*, 114 Conn. App. 210, 223, 969 A.2d 179, cert. denied, 292 Conn. 914, 973 A.2d 663 (2009); see also *Narumanchi* v. *DeStefano*, 89 Conn. App. 807, 815, 875 A.2d 71 (2005) ("[s]peculation and conjecture have no place in appellate review"); *Cianbro Corp.* v. *National Eastern Corp.*, 102 Conn. App. 61, 71–72, 924 A.2d 160 (2007) (incumbent on appellant to provide adequate record for review). "In the absence of a motion for articulation, we read an ambiguous trial record to support, rather than to undermine, the judgment." (Internal quotation marks omitted.) *Perez* v. *D & L Tractor Trailer School*, 117 Conn. App. 680, 707, 981 A.2d 497 (2009), cert. denied, 294 Conn. 923, 985 A.2d 1062 (2010); *Zabaneh* v. *Dan Beard Associates, LLC*, 105 Conn. App. 134, 142, 937 A.2d 706 (same), cert. denied, 286 Conn. 916, 945 A.2d 979 (2008). Here, the court found that there was no enforceable contract. Notably, the plaintiffs failed to seek an articulation, as permitted by Practice Book § 66-5. Because the plaintiffs failed to seek an articulation, we must read the court's memorandum of decision to support, rather than undermine, its judgment that no contract existed between "Caron and Goodhalls . . . ."

The judgment is affirmed.

In this opinion BEACH, J., concurred.

[1] It is not clear from the pleadings why Caron and Wallace Goodhall, Jr., were made parties in their individual capacities, but neither party ever sought a ruling from the trial court on that issue, so it is not before us.

[2] The lease ran from Goodhall's, Inc., to Goodhall's Chrysler-Plymouth-Dodge-Jeep-Eagle, LLC.

[3] The dissent argues that the court's use of the term "parties" shows that "the trial court clearly found that there was no lease between David Caron Chrysler Motors, LLC, and Goodhall's, Inc." It supports that contention with two findings made by the court: (1) "[t]here were negotiations between the parties (Goodhall's, Inc., and David Caron [or] Caron Chrysler Motors, LLC)," and (2) "[t]he fact is, there was never any contract between the parties to this action." According to the dissent, the two statements, taken together, make clear that the latter statement "could only mean that there was no lease between either of the named defendants." We do not agree. The court also found that "there was never any contract between the parties to this action. Caron made an unwise business decision to purchase the Yost business in spite of *his* awareness that Goodhall had to approve any assignment of the lease." (Emphasis added.) In view of that finding, it is far from clear whether the court's use of the term parties includes anything more than David Caron and Goodhall. Rather, it is ambiguous.