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BISHOP, J., concurring in part and dissenting in part. Although I agree with the majority that the issue in this appeal regarding the presence of wetlands was incorrectly analyzed by the trial court, I disagree with the notion that we, as a reviewing court, may permissibly engage in fact-finding. As pointed out by the majority, attached to the agreement was a residential property condition disclosure report on which the sellers, the defendants Julio Traslavina and Maria Traslavina, indicated that the property did not contain any wetlands. The agreement provided: “[I]f Purchaser discovers any material representation contained in this Agreement including all Attachments to be untrue or inaccurate, the remedy of the parties shall be those available to them in the event of a valid defect in or objection to title.” The majority finds this language clear and unambiguous and, from that perspective, makes its own factual assessment that the presence or absence of wetlands is generally so important that it simply must be material. Unlike the majority, I do not find the meaning of this language to be clear and unambiguous. Additionally, I cannot so readily reach the conclusion that the Traslavinas’ representation regarding wetlands was material to the formation of the contract because, respectfully, fact-finding is not our function.

“The question of the parties’ intent is [o]rdinarily . . . a question of fact [subject to appellate review under the clearly erroneous standard]. . . . If, however, the language of the contract is clear and unambiguous, the court’s determination of what the parties intended in using such language is a conclusion of law. . . . In such a situation our scope of review is plenary, and is not limited by the clearly erroneous standard. . . . Thus, in the absence of a claim of ambiguity, the interpretation of [a] contract presents a question of law. . . . Well established principles guide our analysis in determining whether the language of a contract is ambiguous. [A] contract is ambiguous if the intent of the parties is not clear and certain from the language of the contract itself. [A]ny ambiguity in a contract must emanate from the language used by the parties. . . . In contrast, [a] contract is unambiguous when its language is clear and conveys a definite and precise intent.” (Internal quotation marks omitted.) *D’Amato Investments, LLC v. Sutton*, 117 Conn. App. 418, 423–24, 978 A.2d 1135 (2009).

First, as noted, I do not find the language of the previously referenced agreement provision to be clear and unambiguous. From reading it, I cannot tell whether the parties intended that any inaccuracy or falsehood, no matter how insignificant, in any of the attachments, would trigger the provision requiring the Traslavinas

to remedy or cure, or whether such a representation in an attachment must be material to invoke this mechanism. And, because unraveling that linguistic ambiguity implicates the parties' intent in using this imprecise language, I believe that this matter should be remanded to the trial court with direction to make a factual determination as to whether the Traslavinas' representation regarding the absence of wetlands on the property was material to the formation of the parties' agreement. If, based on further testimony adduced on remand, the court determines either that the representation regarding the absence of wetlands was material to the formation of the parties' agreement or that the intent of the parties in utilizing the particular contract language was that any inaccuracy in any of the attachments would entitle the buyer, the defendant Diana Sebastian Landsberger, to demand cure by the Traslavinas, the court should next determine, from further evidence, whether Landsberger unreasonably prevented the Traslavinas from curing the problem within the time period specified in the agreement. Thus, although I concur that the matter should be remanded, I believe both the questions of materiality and of the reasonableness of Landsberger's refusal to give the Traslavinas an opportunity to cure, if that provision is implicated, must be determined through a fact-finding process. Accordingly, I respectfully concur in part and dissent in part.
