

SUPREME COURT PENDING CASES

The following appeals are fully briefed and eligible for assignment by the Supreme Court in the near future.

STATE *v.* TONY M., SC 19934

Judicial District of Middlesex

Criminal; Murder; Risk of Injury to Child; Whether Defendant Knowingly and Voluntarily Waived His *Miranda* Rights; Whether Custodial Interrogation of Defendant Violated General Statutes § 54-1o; Whether Trial Court Improperly Excluded from Evidence Defendant's Letter Offering Plea Deal. The defendant was convicted of murder and risk of injury to a child after he threw his seven month old son from the Arrigoni Bridge in Middletown on July 5, 2015, before jumping from the bridge himself. After the defendant was rescued from the river below, he was treated at a local hospital and then taken by helicopter to Hartford Hospital's intensive care unit. The child's body was not recovered from the river until several days later. While the defendant was in a bed at Hartford Hospital, he was read his *Miranda* rights and submitted to a videotaped interrogation by the police. Because the defendant previously had a breathing tube in place that required the hospital to bind his hands with medical restraints, he did not execute a written waiver of his *Miranda* rights. Furthermore, due to an officer's inability to operate the videorecorder, certain portions of the interrogation were not recorded, including the portion when the defendant was read and orally waived his *Miranda* rights. Prior to trial, the defendant moved to suppress the statements he made at the hospital, alleging that they were obtained in violation of General Statutes § 54-1o and his *Miranda* rights pursuant to the due process clause of the federal constitution. Section 54-1o requires that the police make an audiovisual recording when suspects accused of certain felonies are interrogated in a "place of detention," which is defined in that statute as a "police station or barracks, courthouse, correctional facility, community correction center or detention facility." The trial court denied the defendant's motion to suppress, concluding that the defendant was in custody, that he had been provided with *Miranda* warnings, and that he had knowingly and voluntarily waived his *Miranda* rights, despite the fact that he had attempted suicide and previously had been treated with certain medications. The court also concluded that § 54-1o did not require the suppression of the defendant's statement because a hospital room is not a "place of detention" as defined in that statute. In this appeal, the Supreme Court will decide whether the trial court incorrectly denied the defendant's motion to

suppress because his custodial interrogation violated § 54-1o or because the defendant's waiver of his *Miranda* rights was involuntary and, therefore, invalid. This court will also determine whether the trial court infringed on the defendant's right to present a defense pursuant to the sixth amendment to the federal constitution by excluding from evidence a letter he had written to the prosecutor, in which he offered to plead guilty to a manslaughter charge in exchange for a sentence of twenty-five years incarceration. The defendant claims that the letter was relevant to determining his mental state at the time of the child's death, which he argues was integral to his defense that he unintentionally dropped the child from the bridge.

The Practice Book § 70-9 (a) presumption in favor of coverage by cameras and electronic media does not apply to the case above.

RESTAURANT SUPPLY, LLC *v.* GIARDI LIMITED
PARTNERSHIP et al, SC 20154
Judicial District of Hartford

Contracts; Specific Performance; Statute of Frauds; Whether Contract for Sale of Real Property Unenforceable Because it was not in Writing. The defendant Giardi Limited Partnership (Giardi) sought to sell two properties it owned for \$450,000. The plaintiff offered to buy the properties for \$425,000 cash with no contingencies. In response to this and other offers, Giardi directed the prospective buyers to submit their highest and best offer, and the plaintiff submitted an offer of \$460,000 cash with no contingencies. The plaintiff maintains that it submitted the highest and best offer and, as a result, it entered into an enforceable contract for the sale of the properties. Giardi, however, sold the properties to the defendant Hartford Auto Park. The plaintiff brought this action seeking specific performance of its purported contract, a declaratory judgment that title to the properties had vested in the plaintiff, and an injunction prohibiting the defendants from conveying, encumbering or disposing of the properties in any manner. The trial court granted the defendants' motions to strike on the ground that the plaintiff could not satisfy the statute of frauds, which is codified at General Statutes § 52-550 and provides that no civil action based on an agreement for the sale of real property may be maintained unless there is a written agreement signed by the party against whom that agreement will be enforced. The trial court reasoned that the plaintiff had not alleged that there was a written contract signed by Giardi and, therefore, the plaintiff's action was barred by the statute of frauds. The

plaintiff appeals from the judgment rendered in favor of the defendants on the stricken complaint, and the Supreme Court will decide whether the trial court improperly granted the defendants' motions to strike. The plaintiff maintains on appeal that it formed an enforceable agreement with Giardi and that the statute of frauds does not bar the enforcement of that purported agreement. The plaintiff specifically claims that Giardi's solicitation of highest and best offers, without reserving the right to modify or reject such offers, was an offer to sell the properties that the plaintiff accepted by submitting the highest and best offer. The plaintiff further argues that the action is not barred by the statute of frauds because Giardi's solicitation of the highest and best bids, together with the plaintiff's highest and best offer, constituted a writing sufficient to satisfy the statute of frauds. In the alternative, the plaintiff claims that it satisfied the partial performance exception to the statute of frauds by submitting a deposit. Moreover, the plaintiff asserts that the Supreme Court should recognize an exception to the strict application of the statute of frauds when highest and best bids are solicited "without reserve," as no formal agreement is necessary in that context.

The summaries appearing here are not intended to represent a comprehensive statement of the facts of the case, nor an exhaustive inventory of issues raised on appeal. These summaries are prepared by the Staff Attorneys' Office for the convenience of the bar. They in no way indicate the Supreme Court's view of the factual or legal aspects of the appeal.

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