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Glossary of Connecticut Real Property Law Terms

A Guide to Resources in the Law Library

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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).

- "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: "An easement may be extinguished by a written release or by an abandonment of his right by the owner of the dominant estate. Whether there has been an abandonment is a question of intention to be determined from all the surrounding circumstances, and is a question of fact and not of law. The proof must clearly indicate that it was the intention of the owner of the dominant estate to abandon the easement. Mere nonuser of an easement created by deed, however long continued, is insufficient to establish abandonment. There must also be some conduct on the part of the owner of the servient estate adverse to and inconsistent with the existence of the easement and continuing for the statutory period, or the nonuser must be accompanied by unequivocal and decisive acts clearly indicating an intent on the part of the owner of the easement to abandon the use of it." (Citations omitted) Richardson v. Tumbridge, 111 Conn. 90, 93-94, 149 A. 241 (1930).

Accretion: "Accretion is defined as '[a]ddition of portions of soil, by gradual deposition through the operation of natural causes, to that already in possession of the owner.' Black's Law Dictionary (5th ed.); see 5 Powell, Real Property (1981) ¶ 719; 5A Thompson, Real Property (1970 Sup.) §§ 2560-2564." Roche v. Fairfield, 186 Conn. 490, 495, 442 A.2d 911 (1982).

Act of God: "Its significance as a defense being that when a sole cause of damage, it exempts a defendant from liability for negligence." Pleasure Beach Park Co. v. Bridgeport Dredge & Dock Co., 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.]

Appurtenance: That which belongs to something else...; Something annexed to another thing more worthy as principal, and which passes as incident to it.... Black's Law Dictionary (2nd ed., 1910).

Avulsion: "is a sudden change in the course or bed of a stream." Lethin v. United States, 583 F. Supp. 863, 867 (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, 1059 (9th Cir. 2002).

- "Avulsion is defined as '[a] sudden and perceptible loss or addition to land by the action of water, or a sudden change in the bed or course of a stream . . . . The removal of a considerable quantity of soil from the land of one man, and its deposit upon or annexation to the land of another, suddenly and by the perceptible action of water.' Black's Law Dictionary (5th Ed.); see 5 Powell, Real Property (1981) ¶ 719." Roche v. Fairfield, 186 Conn. 490, 495, 442 A.2d 911 (1982).

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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.

Boundaries: "The term 'boundary' is defined with substantial similarity by a number of

sources. Black's Law Dictionary (9th ed., 2009) defines 'boundary' as '[a] natural or artificial separation that delineates the confines of real property.' Webster's Third New International Dictionary (2002) defines 'boundary' as 'something that indicates or fixes a limit or extent; something that marks a bound (as of a territory or playing field). . . .' See also 11 C.J.S. 71, Boundaries § 1 (2008) ('A boundary is a separation marking the confines of two contiguous properties. A "boundary" is a separation that marks the limits of property, and separates parcels of land. It is every separation, natural or artificial, which marks the confines or line of division of two contiguous properties. A land boundary has been defined as the limits of land holdings described by linear measurements of the borders, or by points of the compass, or by stationary markers.' [Footnotes omitted.]). These definitions of 'boundary' all indicate that it is any separation in the confines of real property. None of the definitions limits the use of the term 'boundaries' to only confines defining the width of property." Marchesi v. Board of Selectmen of the Town of Lyme, 309 Conn. 608, 621, 72 A.3d 394 (2013).

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Call: "In the case of conflicting descriptions, courses and distances are controlled by and must yield to monuments whether natural or artificial ... It is only in the absence of all monuments and marks upon the ground and in the total failure of evidence to supply them that recourse can be had to calls for courses and distances as authoritative." Chebro v. Audette, Superior Court, Judicial District of Windham at Putnam, No. CV09–5004630 (Sept. 23, 2010) (50 Conn. L. Rptr. 690) (2010 WL 4276746).

"The rule is, that known and fixed monuments control courses and distances. … The terms 'courses and distances', 'runs and calls,' and 'angles and distances' are synonymous; they all refer to the angles and scaled distances indicated on a plat… 12 Am. Jur. 2d 399-400, Boundaries §7 (2009)." Chebro v. Audette, Superior Court, Judicial District of Windham at Putnam, No. CV09–5004630 (Sept. 23, 2010) (50 Conn. L. Rptr. 690) (2010 WL 4276746).

Common Enemy Doctrine: "briefly stated, is that the owner of land may repel or divert surface water from its land on to that of another." Page Motor Co. v. Baker, 182 Conn. 484, 487, 438 A.2d 739 (1980). **See Rule of Reasonable Use:** Below.

Conservation Restriction: "means a limitation, whether or not stated in the form of a restriction, easement, covenant or condition, in any deed, will or other instrument executed by or on behalf of the owner of the land described therein, including, but not limited to, the state or any political subdivision of the state, or in any order of taking such land whose purpose is to retain land or water areas predominantly in their natural, scenic or open condition or in agricultural, farming, forest or open space use." Conn. Gen. Stat. § 47-42a(a) (2025).

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). **See Dower/Curtesy:** Below.

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Doctrine of Equitable Acquiescence: "'The doctrine of recognition of and acquiescence in a boundary line is upheld by many authorities. It is sometimes referred to as acquiescence in, or as a practical location of, or as an implied agreement as to, a boundary. Considering all of the various jurisdictions in the United States, the doctrine is still in a chaotic condition.... Some of the authorities consider long acquiescence only as evidence of a boundary which may be contradicted. Other authorities say that an agreement may be inferred or presumed from such acquiescence. The doctrine seems to accompany a middle ground between adverse possession and estoppel in pais.' Annot., 69 A.L.R. 1431 (1930)." DelBuono v. Brown Boat Works, Inc., 45 Conn. App. 524, 533, 696 A.2d 1271 (1997).

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). **See Dower/Curtesy:** Below.

Dower/Curtesy: "In Connecticut, since 1699, surviving wives have taken a share in a husband's property by virtue of the law for the distribution of intestate estates. 4 Colonial Records, 306. In 1877 dower and curtesy rights as regards any marriage thereafter contracted were abolished, and a surviving spouse was put on the same plane in the right to inherit, and, in the event of intestacy, took a certain share by absolute title. Public Acts of 1877, c. 114. We pointed out in *Mathewson v. Mathewson*, 79 Conn. 23, 63 A. 285, 5 L. R. A. (N. S.) 611, 6 Ann. Cas. 1027, that a radical change of policy was adopted by this act, and that all existing statutes giving to either husband or wife any right to, or interest in, the property of the other either during marriage or after death—other than those under the new status—were repealed. In *Beard's Appeal*, 78 Conn. 481, 484, 62 A. 704, we pointed out that, as to any share in the husband's estate the wife might have beyond that secured to her against any testamentary disposition he might attempt, she stood on the same footing as any other distributees. In *Harris v. Spencer*, 71 Conn. 233, 237, 41 A. 773, we showed that either husband or wife may during life dispose of his or her property in any lawful way he or she pleases. It thus appears from these decisions that the title of a surviving spouse married after 1877 is one derived at death and by virtue of succession, the same process through which any person acquires title by distribution from the estate of a deceased person. Indeed, the statutes provide that the share of the surviving spouse shall be set out before that of those who are to share the remainder, and this share includes both real and personal property. The surviving spouse thus 'inherits by descent the real estate of the deceased,' and is, since 1877, in fact an 'heir,' and within the primary, as well as the popular, meaning of the word 'heir.'" Hartford-Connecticut Trust Co. v. Lawrence, 106 Conn. 178, 183, 138 A. 159 (1927).

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Easements:

- "Easements are classified as either easements appurtenant or easements in gross…. Two distinct estates are involved in an easement appurtenant: the dominant to which the easement belongs and the servient upon which the obligation rests. . . . An

easement appurtenant must be of benefit to the dominant estate but the servient estate need not be adjacent to the dominant estate. . . . An easement appurtenant lives with the land. It is a parasite which cannot exist without a particular parcel of realty. An appurtenant easement is incapable of existence separate and apart from the particular land to which it is annexed. . . . [An easement appurtenant] inheres in the land and cannot exist separate from it nor can it be converted into an easement in gross. . . . An appurtenant easement cannot be conveyed by the party entitled to it separate from the land to which it is appurtenant." (Citation omitted; internal quotation marks omitted.) Hyde Road Development, LLC v. Pumpkin Associates, LLC, 130 Conn. App. 120, 125, 21 A.3d 945 (2011).

- "'An easement in gross is one which does not benefit the possessor of any tract of land in his use of it as such possessor. . . . An easement in gross belongs to the owner of it independently of his ownership or possession of any specific land. Therefore, in contrast to an easement appurtenant, its ownership may be described as being personal to the owner of it.'" (Internal quotation marks omitted.) Zirinsky v. Carnegie Hill Capital Asset Management, LLC, 139 Conn. App. 706, 714, 58 A.3d 284 (2012).

- "'An easement in gross is an easement with a servient estate but no dominant estate. Because no dominant tenement exists, the easement right does not pass with the title to any land.' (Footnote omitted.) 25 Am. Jur. 2d 679, Easements and Licenses § 10 (2014)." Cheshire Land Trust, LLC v. Casey, 156 Conn. App. 833, 846, 115 A.3d 497 (2015).

- "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, 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).

- "Unlike a lease, 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).

Easement by Implication: "The law adopted in this state regarding the creation of easements by implication is well established. 'Where . . . an apparently permanent and obvious servitude is imposed on one part of an estate in favor of another, which at the time of severance is in use, and is reasonably necessary for the fair enjoyment of the other, then, upon a severance of such ownership . . . there arises by implication of law a grant or reservation of the right to continue such use.' (Internal quotation marks omitted.) *Rischall v. Bauchmann*, 132 Conn. 637, 642-43, 46 A.2d 898 (1946), quoting

John Hancock Mutual Life Ins. Co. v. Patterson, 103 Ind. 582, 586, 2 N.E. 188 (1885). Further, 'in so far as necessity is significant it is sufficient if the easement is highly convenient and beneficial for the enjoyment of the portion granted. . . . The reason that absolute necessity is not essential is because fundamentally such a grant by implication depends on the intention of the parties as shown by the instrument and the situation with reference to the instrument, and it is not strictly the necessity for a right of way that creates it.' (Citation omitted; internal quotation marks omitted.) *D'Amato v. Weiss*, 141 Conn. 713, 716-717, 109 A.2d 586 (1954)." Utay v. G.C.S. Realty, LLC, 72 Conn. App. 630, 636, 806 A. 2d 573 (2002).

"The two principal elements we examine in determining whether an easement by implication has arisen are (1) the intention of the parties, and (2) if the easement is reasonably necessary for the use and normal enjoyment of the dominant estate. *Hoffman Fuel Co. of Danbury v. Elliott*, 68 Conn. App. 272, 282, 789 A.2d 1149, cert. denied, 260 Conn. 918, 797 A.2d 514 (2002). The intent of the grantor to create an easement may be inferred from an examination of the deed, maps and recorded instruments introduced as evidence. *Perkins v. Fasig*, 57 Conn. App. 71, 76, 747 A.2d 54, cert. denied, 253 Conn. 925, 754 A.2d 797 (2000). A court will recognize the expressed intention of the parties to a deed or other conveyance and construe it to effectuate the intent of the parties." (Citation omitted; internal quotation marks omitted.) Utay v. G.C.S. Realty, 72 Conn. App. 630, 637 (2002).

Easement by Necessity: "Originating in the common law, easements by necessity are premised on the conception that 'the law will not presume, that it was the intention of the parties, that one should convey land to the other, in such manner that the grantee could derive no benefit from the conveyance....' *Collins v. Prentice*, 15 Conn. 39, 44 (1842). An easement by necessity is 'imposed where a conveyance by the grantor leaves the grantee with a parcel inaccessible save over the lands of the grantor....' *Hollywyle Assn., Inc. v. Hollister*, 164 Conn. 389, 398, 324 A.2d 247 (1973). The party seeking an easement by necessity has the burden of showing that the easement is reasonably necessary for the use and enjoyment of the party's property. *Schultz v. Barker,* 15 Conn. App. 696, 702, 546 A.2d 324 (1988). Thomas v. Primus, 148 Conn. App. 28, 32-33, 84 A.3d 916 (2014).

Easement by Prescription: "An easement created by prescription is more limited than an easement by grant. *Lichteig v. Churinetz*, 9 Conn. App. 406, 410, 519 A.2d 99 (1986). '[W]hen an easement is established by prescription, the common and ordinary use which establishes the right also limits and qualifies it. . . . The use of an easement must be reasonable and as little burdensome to the servient estate as the nature of the easement and the purpose will permit.' (Citations omitted; internal quotation marks omitted.) *Kuras v. Kope*, 205 Conn. 332, 341, 533 A.2d 1202 (1987). An owner of an easement has all rights incident or necessary to its proper enjoyment of the easement. Id. '[T]he right of an owner of an easement and the right of the owner of the land are not absolute, but are so limited, each by the other, that there may be a reasonable enjoyment of both.' (Internal quotation marks omitted.), quoting 2 G. Thompson, Real Property (1980 Replacement) § 427. Thus, one who has an easement by prescription has the right to do such acts that are reasonable and necessary to effectuate that party's enjoyment of the easement unless it unreasonably increases the burden on the servient tenement. *Kuras v. Kope*, supra, 344. 'An unreasonable increase in burden is such a one as it is reasonable to assume would have provoked the owner of the land being used to interrupt the use had the increase occurred during the prescriptive period.' 5 Restatement, Property § 479, comment (c), p. 3003 (1944)." McCullough v. Waterfront Park Association, Inc., 32 Conn. App. 746, 756, 630 A.2d 1372 (1993).

- "'[General Statutes §] 47-37 provides for the acquisition of an easement by adverse use, or prescription. That section provides: "No person may acquire a right-of-way or any other easement from, in, upon or over the land of another, by the adverse use or enjoyment thereof, unless the use has been continued uninterrupted for fifteen years." In applying that section, this court repeatedly has explained that "[a] party claiming to have acquired an easement by prescription must demonstrate that the use [of the property] has been open, visible, continuous and uninterrupted for fifteen years and made under a claim of right.' (Internal quotation marks omitted.) *Slack v. Greene*, 294 Conn. 418, 427, 984 A.2d 734 (2009).

  'The burden is on the party claiming a prescriptive easement to prove all of the elements by a preponderance of the evidence.'" Shepard Group, LLC v. Arnold, 124 Conn. App. 41, 46-47, 3 A.3d 975 (2010).

- "The purpose of the open and visible requirement is to give the owner of the servient land knowledge and full opportunity to assert his own rights . . . To satisfy this requirement, the adverse use must be made in such a way that a reasonably diligent owner would learn of its existence, nature, and extent. Open generally means that the use is not made in secret or stealthily. It may also mean that it is visible or apparent . . . . An openly visible and apparent use satisfies the requirement even if the neighbors have no actual knowledge of it. A use that is not open but is so widely known in the [4] community that the owner should be aware of it also satisfies the requirement . . . Concealed . . . usage cannot serve as the basis of a prescriptive claim because it does not put the landowner on notice." (Internal quotation marks omitted.) Frech v. Piontkowski, 296 Conn. 43, 55, 994 A.2d 84 (2010).

Encroachment: "Where trees are located on the property of one party and their roots or branches extend onto the property of a second party, the latter may lop off the branches or roots up to the line of his land. *Robinson v. Clapp*, 65 Conn. 365, 377, 32 A. 939 [*later appealed* 67 Conn. 538, 35 A. 504 (1896)]. We find nothing in the zoning regulations abrogating this right. This does not mean, of course, that complete disregard for the welfare of the trees is permitted." McCrann v. Town Plan & Zoning Commission, 161 Conn. 65, 75, 282 A.2d 900 (1971).

Encumbrance: "An encumbrance as that term is used within the meaning of the covenant against encumbrances in warranty deeds includes 'every right to or interest in the land, which may subsist in third persons, to the diminution of the value of the land, but consistent with the passing of the fee by the conveyance.' Rawle, Covenants for Title (4th Ed.), p. 94 (quoting 2 Greenleaf, Evidence s 242); *Kelsey v. Remer*, 43 Conn. 129, 138. It must be a lawful claim or demand enforceable against the grantee. *Staite v. Smith*, 95 Conn. 470, 472, 111 A. 799; *Reed v. Stevens*, 93 Conn. 659, 663, 107 A. 495, 5 A.L.R. 1081." Aczas v. Stuart Heights, Inc., 154 Conn. 54, 60, 221 A.2d 589, 593 (1966).

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 spouse all or any part of the estate of the other spouse. 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 spouse, 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 considering all the evidence presented by each party, 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, earning capacity, vocational skills, education, 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 (2025).

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, 166, 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).

Estate for Life: "At the time of White [White v. Portland, 67 Conn. 272, 34 A. 1022 (1896)], what is now § 12-48 was § 3845 of the Revision of 1887. It read: 'When one is entitled to the ultimate enjoyment of money at interest, land, or personal estate, and another is entitled to the use of the same as an estate for life, or for a term of years by gift or devise and not by contract, such estate shall be set in the list of the party in the immediate possession or use thereof. . . .'"

"The presence of the comma after 'life,' an item now omitted in § 12-48, completely changes the thrust of the statute. With the comma in, 'by gift or devise and not by contract' clearly limits only 'a term of years.' Without it, it can be argued that it also applies to an 'estate for life.'" (p. 103)

"…the court concludes that the dropping of the comma was inadvertent. The statute must be construed as if it were still there. On clear grammatical principles 'gift or devise and not by contract' modifies only 'term of years' and has no impact on 'estate for life.'" (p. 104). Hart v. Heffernan, 35 Conn. Supp. 101, 397 A. 2d 910 (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." United States v. Hutcherson, 188 F.2d 326, 329 (8th Cir. 1951).

- "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." United States v. Hutcherson, 188 F.2d 326, 329 (8th Cir. 1951).

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, 155 (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 National Bank & Trust Co. v. David B. Roberts, Inc., 129 Conn. 194, 201, 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 National Bank & Trust Co. v. David B. Roberts, Inc., 129 Conn. 194, 199-200, 27 A.2d 116 (1942).

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Fee Simple: "The term 'absolute fee' is synonymous with 'fee simple' and means a whole or unlimited estate." Frank Towers Corporation v. Laviana, 140 Conn. 45, 52 (1953).

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, 887 (Bkrtcy. D. Conn. 1993).

- "The intention of the parties, objectively manifested as of the date when the personalty was attached to the freehold, is the primary or essential test for determining whether an object has become a fixture." (Citations omitted.) Merritt-Chapman & Scott Corporation v. Mauro, 171 Conn. 177, 182, 368 A.2d 44 (1976).

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 (1926)." Great Hill Lake, Inc. v. Caswell, 126 Conn. 364, 367, 11 A.2d 396, 397 (1940).

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 (2025).

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Gift: "A gift is the transfer of property without consideration. It requires two things: a delivery of the possession of the property to the donee, and an intent that the title thereto shall pass immediately to him." Coppola v. Farina, 50 Conn. Supp. 11, 13, 910 A.2d 1011 (2006).

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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. *Hartford* v. *New York & N. E. R. Co.,* 59 Conn. 250, 259, 260, 22 Atl. 37. 'The desertion of a public road for nearly a century, is strong presumptive evidence that the right of way has been extinguished.' *Beardslee* v. *French,* 7 Conn. 125, 128. In *Litchfield* v. *Wilmot,* 2 Root, 288, it was held that fifteen years uninterrupted possession of a highway would bar the town from recovering it." Newkirk v. Sherwood, 89 Conn. 598, 604, 94 A. 982 (1915).

-I-

Invasion of Right: "The construction and maintenance of such a structure, like the construction and maintenance upon a house of eaves overhanging another's land, is an invasion of right, but not an ouster of possession. *Randall v. Sanderson*, 111 Mass. 114. The possession of the adjoining proprietor remains unaffected, except that it is rendered less beneficial. The possession and occupancy of the projecting structure has no effect on the ownership of the soil beneath, unless it be maintained under a claim of right for fifteen years, and so should ripen into a perpetual easement." Norwalk Heating & Lighting Co. v. Vernam, 75 Conn. 662, 664, 55 A. 168 (1903).

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) (2025).

-J-

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).

-L-

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 (1845); see also Loomis v. G. F. Heublein & Bro., 91 Conn. 146, 150, 99 A. 483 (1916); Tiffany Real Property, § 79 License and lease distinguished, Thomson West, 2024 (available on Westlaw); 52 C.J.S. Landlord & Tenant § 331 Lease distinguished from license, Thomson West, 2025 (available on Westlaw).

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).

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 35, 37 (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 the 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).

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. Stat. § 52-325(a) (2025).

- **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. Stat. § 52-325(a) (2025).

- **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. Stat. § 52-325(b) (2025).

- **Application for Discharge. Forms. Hearing.:** Conn. Gen. Stat. § 52-325a (2025).

- **Duration of Notice of Lis Pendens. Rerecording.:** Conn. Gen. Stat. § 52-325e (2025).

Littoral Rights: “‘Black’s Law Dictionary (6th ed., 1990) defines littoral rights as: Rights concerning properties abutting an ocean, sea or lake rather than a river or stream (riparian).’ . . . ‘[T]here is often confusion between the terms littoral and riparian as applied to the water rights of property owners. Littoral is the proper term for describing the rights that shoreline owners possess to make exclusive use of the land lying seaward of the mean high water mark.... [R]iparian rights are limited to rights related to the waters in a watercourse and include the right to take waters from a stream....’” (Internal quotation marks omitted.) Caminis v. Troy, 300 Conn. 297, 299, footnote 2, 12 A. 3d 984 (2011).

-M-

Marital Property: “Nothing in the legislative history of § 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.’” Krafick v. Krafick, 234 Conn. 783, 795, 663 A.2d 365 (1995).

Market Record Title: Conn. Gen. Stat. §§47-33b to 47-33l. Chapter 821. (2025)

Marketable Record Title Act: “[t]he ultimate purpose of [the act] is to simplify land title transactions through making it possible to determine marketability by limited title searches over some reasonable period of the immediate past and thus avoid the necessity of examining the record back into distant time for each new transaction.... [The act is] designed to decrease the costs of title assurance by limiting the period of time that must be covered by a title search.” (p. 506-507).

"Pursuant to the act, any person who has an unbroken record chain of title to an interest in land for a period of forty years, plus any additional period of time necessary to trace the title back to the latest connecting title instrument of earlier record (which is the root of title under the act) has a marketable record title subject only to those pre-root of title matters that are excepted under the statute or are caused to reappear in the latest forty year record chain of title.... The act declares null and void any interest in real property not specifically described in the deed to the property which it purports to affect, unless within a forty year period, a notice specifically reciting the claimed interest is placed on the land records in the affected land's chain of title." (Citations omitted, Internal quotation marks omitted.) Coughlin v. Anderson, 270 Conn. 487, 506-507, 853 A.2d 460 (2004).

Mechanic's Lien: "Materialman's and mechanic's lien statutes award an interest in real property to workers who have contributed their labor, and to suppliers who have furnished material, for the improvement of real property. Since neither the labor nor the material can be reclaimed once it has become a part of the realty, this is the only method by which workmen or small businessmen who have contributed to the improvement of property may be given a remedy against a property owner who has defaulted on his promise to pay for the labor and the materials." Connecticut v. Doehr, 501 U.S. 1, 28, 111 S.Ct. 2105, 115 L.ed.2d 1 (1991).

Metes and Bounds: "The description of the land in the deed is as follows…. The rule is, that known and fixed monuments controul courses and distances. So the certainty of metes and bounds will include all the lands within, though the quantity vary from that expressed in, the deed. The least certainty must yield to that which is most certain, if they cannot be reconciled." Belden v. Seymour, 8 Conn. 19, 25 (1830).

-N-

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).

-P-

Periodic Tenancy: "'The reservation and payment of rent at stated periods of the year or month is, in the absence of express agreement, the principal criterion to determine the duration of the successive terms of a periodic tenancy.' Jones on Landlord & Tenant, § 215. If the basic period is a shorter one than a year, the holding over creates a periodic tenancy, not 'from year to year,' but for a recurring period corresponding to the basic period fixed by the express or implied agreement of the parties, that is, one 'from quarter to quarter,' 'from month to month,' or 'from week to week,' as the case may be. " Wall v. Stimpson, 83 Conn. 407, 410-411, 76 A. 513 (1910).

Plot Plan: "At this time, it was found that trespass upon adjoining property occurred in entering and leaving the plaintiffs' back door and stoop. Prior to this discovery, the

parties were unaware that there was a violation of the zoning regulations as to sideyard requirements. The defendant, under a mistaken assumption, had represented by the plot plan that the structure on the lot was twenty feet from the southerly boundary. Unaware of the true fact, the plaintiffs relied on this representation." Richard v. A. Waldman & Sons, Inc., 155 Conn. 343, 346, 232 A.2d 307 (1967).

Preservation Restriction: "means a limitation, whether or not stated in the form of a restriction, easement, covenant or condition, in any deed, will or other instrument executed by or on behalf of the owner of land, including, but not limited to, the state or any political subdivision of the state, or in any order of taking of such land whose purpose is to preserve historically significant structures or sites." § 47-42a(b) (2025).

Private Nuisance: "… we look to the leading authorities in the field of common-law private nuisance for guidance. According to the Restatement (Second) of Torts, a plaintiff must prove that: (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. 4 Restatement (Second), supra, § 822." 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 § 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. Stat. §§ 12-40 to 12-121. Chapter 203. (2025).

Public Nuisance: "To prevail in a claim for public nuisance, however, a plaintiff must prove the following elements: '(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; [and] (4) the existence of the nuisance was the proximate cause of the plaintiffs' injuries and damages.' (Internal quotation marks omitted.) Id., 355. In addition, the plaintiff must prove that 'the condition or conduct complained of interferes with a right common to the general public. . . . Nuisances are public where they . . . produce a common injury . . . . The test is not the number of persons annoyed, but the possibility of annoyance to the public by the invasion of its rights. A public nuisance is one that injures the citizens generally who may be so circumstanced as to come within its influence.' (Citation omitted; internal quotation marks omitted.) *Boyne v. Glastonbury*, 110 Conn. App. 591, 606, 955 A.2d 645, cert. denied, 289 Conn. 947, 959 A.2d 1011 (2008)." Shukis v. Board of Education of Regional District Number 17 et al., 122 Conn. App. 555, 586-587, 1 A.3d 137 (2010).

-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).

Quiet Title: Action to settle title or claim interest in real or personal property, Conn. Gen. Stat. §47-31 (2025).

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. Stat. § 47-36f (2025).

- Statutory form: Conn. Gen. Stat. § 47-36c (2025) (See Figure 1: Quitclaim Deed)

- **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. Stat. § 47-36g (2025).

-R-

Receivership of Rents: "(a) Any municipality may petition the Superior Court or a judge thereof, for appointment of a receiver of the rents or payments for use and occupancy for any property for which the owner, agent, lessor or manager is delinquent in the payment of real property taxes." Conn. Gen. Stat. § 12-163a (2025).

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) (2025).

Riparian 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)." Wehby v. Turpin, 710 So. 2d 1243, 1246, fn. 2 (1998).

Rule of Reasonable Use: "Generally, under the rule of reasonable use the landowner, in dealing with surface water, is entitled to take only such steps as are reasonable, in light of all the circumstances of relative advantage to the actor and disadvantage to the adjoining landowners, as well as social utility." Page Motor Co. v. Baker, 182 Conn. 484, 488-489, 438 A.2d 739 (1980).

-S-

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."'. . . . 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) (2025).

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 one hundred 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 (2025).

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).

- "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." Appeal from Probate of Williamson, 123 Conn. 424, 425-426, 196 A. 770 (1937).

-T-

Tax Levy: "(a) If any person fails to pay any tax, or fails to pay any water or sanitation charges within thirty days after the due date, the collector or the collector's duly appointed agent shall make personal demand of such person therefor or leave written demand at such person's usual place of abode or deposit in some post office a written demand for such tax or such water or sanitation charges, postage prepaid, addressed to such person at such person's last-known place of residence... If such person is a corporation, limited partnership or other legal entity, such written demand may be sent to any person upon whom process may be served to initiate a civil action against such corporation, limited partnership or entity.

(b) After demand has been made in the manner provided in subsection (a) of this section, the collector… may (1) **levy for any unpaid tax** or any unpaid water or sanitation charges on any goods and chattels of such person and post and sell such goods and chattels in the manner provided in case of executions, or (2) enforce by levy and sale any lien or warrant upon real estate for any unpaid tax or levy upon and sell such interest of such person in any real estate as exists at the date of the levy for such tax." Conn. Gen. Stat. § 12-155 (2025). (Emphasis added.)

Tax Sale [public auction] (Extra-Judicial): "(a) If any person fails to pay any tax, or fails to pay any water or sanitation charges within thirty days after the due date, the collector or the collector's duly appointed agent shall make personal demand of such person therefor or leave written demand at such person's usual place of abode or deposit in some post office a written demand for such tax or such water or sanitation charges, postage prepaid, addressed to such person at such person's last-known place of residence... If such person is a corporation, limited partnership or other legal entity, such written demand may be sent to any person upon whom process may be served to initiate a civil action against such corporation, limited partnership or entity.

(b) After demand has been made in the manner provided in subsection (a) of this section, the collector… may (1) levy for any unpaid tax or any unpaid water or sanitation charges on any goods and chattels of such person and post and sell such

goods and chattels in the manner provided in case of executions, or (2) **enforce by levy and sale** any lien or warrant upon real estate for any unpaid tax or levy upon and sell such interest of such person in any real estate as exists at the date of the levy for such tax." Conn. Gen. Stat. § 12-155 (2021). (Emphasis added.)

Tenancy:

- **Joint Tenancy:** "**...** joint tenancy, which can exist only so long as there as a unity of (1) interest, (2) title, (3) time and (4) possession. 14 Am.Jur. 81, § 7; *Houghton v. Brantingham*, 86 Conn. 630, 637, 86 A. 664. A tenancy in common, on the other hand, requires only a unity of possession. 14 Am.Jur. 87, § 16; *Griswold v. Johnson*, 5 Conn. 363, 365." New Haven Trolley & Bus Emp. Credit Union v. Hill, 145 Conn. 332, 335, 142 A.2d 730, 732 (1958).

- **Joint Tenancy with right of survivorship: "**The expressed intent was to annex to the existing tenancy in common a right of survivorship, and this can be done, if the intent to do so is clearly expressed, even though under our law survivorship is not a necessary incident of either a joint tenancy or a tenancy in common. *New Haven Trolley & Bus Employees Credit Union v. Hill*, 145 Conn. 332, 334, 142 A.2d 730; *Hughes v. Fairfield Lumber & Supply Co*., 143 Conn. 427, 430, 123 A.2d 195." Dennen v. Searle, 149 Conn. 126, 132–33, 176 A.2d 561, 565 (1961).

- **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, 608-609, 73 A.2d 296 (1950).

- **Tenancy in common: "**A tenancy in common, on the other hand, requires only a unity of possession. 14 Am.Jur. 87, § 16; *Griswold v. Johnson*, 5 Conn. 363, 365." New Haven Trolley & Bus Emp. Credit Union v. Hill, 145 Conn. 332, 335, 142 A.2d 730, 732 (1958).

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 Christian Fellowship v. P. & Z. Comm., 58 Conn. App. 441, 446, 755 A.2d 249 (2000).

Title Insurance: "A title insurance policy is a contract of indemnity under which the insurer agrees to indemnify the insured in a specified amount against loss through defect of title to real estate. See *Cohen v. Security Title & Guaranty Co.,* 212 Conn. 436, 439, 562 A.2d 510 (1989)…

'[A] policy of title insurance does not represent an agreement or assurance that a contingency insured against will not occur, but, generally, promises to pay damages, if any, caused by any defects to title that the title company should have discovered but did not ....' 11 L. Russ & T. Segalla, supra, § 159:8. Investigation of the title to a particular property prior to issuance of a policy is done not to protect the interests of the insured, but rather the insurer." Lee v. Duncan, 88 Conn. App. 319, 325, 870 A.2d 1 (2005).

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).

-V-

Valuation of Property: "The expressions actual value, market value, or market price, when applied to any article, mean the same thing. They mean the price or value of the article established or shown by sales- public or private in the way of ordinary business." Sanford v. Peck, 63 Conn. 486, 493, 27 A. 1057 (1893).

-W-

Warranty Deed: Force and effect of "Warranty Deed" form. "A deed following the form entitled 'Warranty Deed', when duly executed, has the force and effect of conveying title in fee simple to the grantee, with covenants on the part of the grantor to the grantee, for himself and for his heirs, executors and administrators, (1) that at the time of delivery of the deed he is lawfully seized in fee simple of the granted premises, (2) that the granted premises are free from all encumbrances except as therein set forth, (3) that he has good right, full power and lawful authority to sell and convey the same to the grantee and (4) that the grantor shall, and his heirs, executors and administrators shall, warrant and defend the granted premises to the grantee and his assigns forever against the claims and demands of all persons, except as therein set forth." Conn. Gen. Stat. § 47-36d (2025). See Figure 2: Warranty Deed

Figure 1: Quitclaim Deed

QUITCLAIM DEED

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

(Description and any additional provisions)

Signed this .... day of ...., 20...

Witnessed by:
....

....

(Acknowledgment)

Conn. Gen. Stat. § 47-36c (2025)

Figure 2: Warranty Deed

WARRANTY DEED

Sec. 47-36c (2025) *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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