
Week of January 16

Welcome to our Supreme and Appellate Court summaries webpage. On this page, I provide abbreviated summaries of decisions from the Connecticut appellate courts which highlight important issues and developments in Connecticut law, and provide practical practice pointers to litigants. I have been summarizing these court decisions internally for our firm for more than 10 years, and providing relevant highlights to my municipal and insurance practice clients for almost as long. It was suggested that a wider audience might appreciate brief summaries of recent rulings that condense often long and confusing decisions down to their basic elements. These summaries are limited to the civil litigation decisions based on my own particular field of practice, so you will not find distillations of the many criminal and matrimonial law decisions on this page. I may from time to time add commentary, and may even criticize a decision's reasoning. Such commentary is solely my opinion . . . and when mistakes of trial counsel are highlighted because they triggered a particular outcome, I will try to be mindful of the adage . . . "There but for the grace of God . . ." I hope the reader finds these summaries helpful. – Edward P. McCreery

Posted January 16, 2015

- SC19123 - Parisi v. Parisi

[THE WORDING ON PAYMENT METHOD MATTERS] A matrimonial decision was issued today where the Court declined to hold a spouse in contempt for not complying with a (pre-nup) contract provisionbut the general civil litigation and transactional lesson to take away from this decision is: be clear and concise in your agreement drafting language. Here the contract provided that the defendant could satisfy certain obligations by paying \$300,000 to the plaintiff, provided the payment was tax free to the plaintiff and not deductible to the defendant. The defendant then tried to satisfy that obligation by transferring a retirement account valued at \$300,000 to the plaintiff claiming it satisfied the nontaxable / nondeductible requirements. The plaintiff objected claiming the payment had to be in cash as there would be tax consequences if she altered or liquidated the investments.

The Supreme Court held that the language in the contract was ambiguous as it did not state exactly how the payment obligation was to be satisfied and thus remanded the matter to the Trial Court to take evidence on what the parties intended.

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[Now it seems to me if an agreement says a party shall “pay” \$300,000....and does not say a party may “transfer assets,” then there is really nothing ambiguous about it. But our highest Court has said otherwise. So going forward, please remember that it is not enough to say in a document that “A will pay B \$_____.” Rather you must add the magical language that our transactional lawyers often use about dollars and good funds. For litigators, this is an opportunity to remind you that our standard Settlement Agreement form suggests using the following language: “....._____ will cause the sum of _____ Dollars and No Cents (\$_____) in good funds payable to _____ to be sent to _____.....”

The facts and holdings of any case may be redacted, paraphrased or condensed for ease of reading. No summary can be an exact rendering of any decision, however, so interested readers are referred to the full decisions. The docket number of each case is a hyperlink to the Connecticut Judicial Department online slip opinion. Copyright 2015 Pullman & Comley, LLC. All Rights Reserved.

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