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2016 Edition

Replevin in Connecticut

A Guide to Resources in the Law Library

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Introduction

A Guide to Resources in the Law Library

- “In Connecticut, replevin proceedings are governed by statute rather than by the rules that apply to common-law actions of replevin.” [Cornelio v. Stamford Hospital](#), 246 Conn. 45, 49, 717 A.2d 140 (1998).
- **When action of replevin maintainable.** “The action of replevin may be maintained to recover any goods or chattels in which the plaintiff has a general or special property interest with a right to immediate possession and which are wrongfully detained from him in any manner, together with the damages for such wrongful detention.” Conn. Gen. Stats. [§ 52-515](#) (2015).
- **Burden of proof. Evidence. Damages and costs.** “If the plaintiff's right to the possession of the property described in the writ of replevin is put in issue, without any disclaimer of title by the defendant, the plaintiff shall be bound to prove his right to possession, and may show the damages sustained by him by reason of the detention of the property by the defendant. If the defendant in his answer by way of counterclaim claims damages for the replevin, he may give evidence of the damages. Judgment, if for the plaintiff, whether upon default or trial, shall be for his damages and costs, and, if for the defendant, shall be for a return of the property and for his damages and costs.” Conn. Gen. Stats. [§ 52-529](#) (2015).
- **Damages for property not replevied. No costs against common carrier.** “If any of the property described in the writ of replevin is not replevied, but the plaintiff proves a general or special property interest therein with a right to its immediate possession, and that the property is wrongfully detained by the defendant, and claims full damages therefor, the value of the property with damages for its detention may be included in any judgment which the plaintiff may recover. Any such value shall be stated upon the record. No costs may be taxed against a common carrier which is defendant in any action of replevin for recovery of goods, wares, merchandise, baggage or freight in its possession when such common carrier upon demand surrenders the property to the officer serving the writ and makes no defense to the action.” Conn. Gen. Stats. [§ 52-530](#) (2015).

Section 1: Action of Replevin in Connecticut

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to when the action of replevin may be maintained to recover any goods or chattel.

CIVIL PROCEDURES:

- **Connecticut Superior Court Civil Procedures**

[Replevin Action](#)

<http://www.jud.ct.gov/civilproc/replevin.pdf>

DEFINITIONS:

- **Statutory Action:** "Replevin is a purely statutory action." [Staub v. Anderson](#), 152 Conn. 694, 695, 211 A.2d 691 (1965).
- **When Action of Replevin Maintainable.** "The action of replevin may be maintained to recover any goods or chattels in which the plaintiff has a general or special property interest with a right to immediate possession and which are wrongfully detained from him in any manner, together with the damages for such wrongful detention." Conn. Gen. Stats. [§ 52-515](#) (2015).
- **Goods or Chattels:** "Thus, in order to replevin the slides, the plaintiff must establish that: (1) the slides are 'goods or chattels' within the meaning of § 52-515; (2) she has a 'property interest' in the slides; (3) she has a right to immediate possession of the slides; and (4) the defendant has wrongfully detained the slides." [Cornelio v. Stamford Hospital](#), 246 Conn. 45, 49, 717 A.2d 140 (1998).
- **Process:** "The officer who replevies property shall leave a true and attested copy of the process with the defendant, or at his usual place of abode, within three days after the replevy, and shall retain the property replevied in his custody for twenty-four hours after leaving the copy, unless the defendant endorses on the writ that he is satisfied with the amount and sufficiency of the recognizance taken on issuing the writ." Conn. Gen. Stats. [§ 52-521](#)(a) (2015).
- **Recognizance:** "If the defendant is not satisfied with the recognizance, he may, at any time before the return day of the writ, cite the plaintiff or his attorney, or the officer serving the writ, if the property still remains in his custody, to appear at once before a judge of the superior court where the replevin was effected, to respond to a motion for a new bond. The judge may hear the motion and, at his discretion, order a new or further bond, conditioned like the recognizance taken on issuing the writ, signed by the obligors, and delivered to the defendant, by whom it shall be transmitted to the court to which the writ was made returnable. If the order is made while the property replevied remains in the custody of the officer, he shall not deliver the property to the plaintiff until the bond is

given.” Conn. Gen. Stats. [§ 52-521](#)(b) (2015).

- **New Bond:** “If an order for a new bond is not complied with, or if the officer fails to leave with, or at the usual place of abode of, the defendant a true and attested copy of the writ, or to retain the property in his custody, as hereinbefore provided, the writ of replevin shall be null and void.” Conn. Gen. Stats. [§ 52-521](#)(c) (2015).
- **Voiding of Process:** “If it appears to the court before which an action of replevin is pending that the replevin bond attached to the writ is insufficient, the court may, at its discretion, order a new or further replevin bond to be given by the plaintiff, conditioned like the recognizance taken on issuing the writ. If the plaintiff fails to comply with the order, he shall be nonsuited.” Conn. Gen. Stats. [§ 52-521](#)(d) (2015).

STATUTES:

You can visit your local law library or search the most recent [statutes](#) and [public acts](#) on the Connecticut General Assembly website to confirm that you are using the most up-to-date statutes.

- Conn. Gen. Stats. (2015)
 - [Chapter 921. Replevin](#)
 - § 52-515. When action of replevin maintainable.
 - § 52-516. Commencement of action of replevin. Prejudgment remedy.
 - § 52-517. Replevin for property attached.
 - § 52-518. Replevin writ; affidavit as to value of goods and recognizance required.
 - § 52-519. Form of writ, affidavit and bond.
 - § 52-520. Repealed.
 - § 52-521. Replevin; service; new bond; voiding of process.
 - § 52-522. Pleadings.
 - § 52-523. Complaint.
 - § 52-524. Defenses.
 - § 52-525. Statement of title.
 - § 52-526. Judgment.
 - § 52-527. Repealed.
 - § 52-528. Procedure on withdrawal or nonsuit of plaintiff.
 - § 52-529. Burden of proof. Evidence. Damages and costs.
 - § 52-530. Damages for property not replevied. No cost against common carrier.
 - § 52-531. Nonresident defendant; Security for costs.

Chapter 926. Statute of Limitations
[§ 52-577](#). Action founded upon a tort.

FORMS:

- 3 Joel M. Kaye & Wayne D. Efron, Connecticut Practice Series. [Civil Practice Forms](#) (2004).

Form 604.1. Process and Complaint in Replevin

Form 604.1-A. Answer and Counterclaim in Action of Replevin

Form 604.2. Complaint in Replevin by Secured Party

CASES:

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

- [QuesTech Financial, LLC v. Benni's, LLC](#), 105 Conn. App. 749, 939 A. 2d 1220 (2008). "Section 52-515 unambiguously provides for the recovery of goods or chattels upon the proof of certain, specified criteria; nowhere does it provide an opportunity for redemption once those criteria have been established. All of the criteria were established in this case by way of the court's entry of a default. See *DeBlasio v. Aetna Life & Casualty Co.*, 186 Conn. 398, 400, 441 A.2d 838 (1982) ('entry of a default constitutes an admission by the defendant of the truth of the facts alleged in the complaint'). Therefore, the court lacked a legal basis on which to grant the defendant an opportunity to redeem, repurchase or bond the goods or chattels subject to replevin."
- [Payne v. TK Auto Wholesalers](#), 98 Conn. App. 533, 540-541, 911 A.2d 747 (2006). "In defending against an action by the plaintiff for replevin, the defendant maintained that the plaintiff was not the rightful owner of the property. The court rejected such a defense: 'When it is said that to maintain replevin the plaintiff's possession must have been lawful, it means merely that it must have been lawful as against the person who deprived him of it; and possession is good title against all the world except those having a better title. . . . One who takes property from the possession of another can only rebut this presumption [of title] by showing a superior title in himself, or in some way connecting himself with one who has.' *Id.*, 295-96; see also 4 Restatement (Second) Torts, § 895, comment (f), pp. 387-88 (1979)."
- [Angrave v. Oates](#), 90 Conn. App. 427, 430-431, 876 A.2d 1287 (2005). "The record contains ample support for the court's judgment in favor of the plaintiff. It found that the plaintiff had a possessory interest in the dog, a chattel, as evidenced from the dog's registration naming both the plaintiff and the defendant as her owners. The court was persuaded that the plaintiff had a right to immediate possession of the dog by (1) the period during which the plaintiff had possessed and cared for the dog (which exceeded two years and had constituted the majority of the dog's lifetime) and (2) the plaintiff's exclusive payment for all of the dog's care, entry into shows and medical treatments during that period. The court's determination that

the defendant wrongfully had possessed the dog is supported by the finding that the defendant had retained possession of the dog when neither party had ever contemplated that the dog would be returned to the defendant. We conclude, therefore, that the court's finding that the plaintiff had a right to immediate possession of the dog is supported by the record and was not clearly erroneous."

- [ATC Partnership v. Town of Windham](#), 268 Conn. 463, 845 A.2d 389 (2004). "Lastly, having concluded that the factual record contains adequate support for the trial court's determination that the pieces of property at issue were fixtures, we further conclude that the trial court's interpretation of § 52-515 was correct. By its terms, § 52-515 authorizes the maintenance of an action in replevin for the recovery of 'goods or chattels' See footnote 3 of this opinion. Fixtures, a legal part of the realty without the independent character of 'goods or chattels,' are not included within the scope of our replevin statute."
- [Cornelio v. Stamford Hospital](#), 246 Conn. 45, 49, 717 A.2d 140 (1998). "In Connecticut, replevin proceedings are governed by statute rather than by the rules that apply to common-law actions of replevin."
- [Shawmut Bank, N.A. v. Valley Farms](#), 222 Conn. 361, 361-362, 610 A.2d 652 (1992). "The principal issue in this appeal is the constitutionality, under the due process clause of the fourteenth amendment to the United States constitution, of our statutory scheme regarding the action of replevin codified in General Statutes § 52-515 et seq."

WEST KEY NUMBERS:

- Replevin # 1. Nature and scope of remedy

ENCYCLOPEDIAS:

- 77 [C.J.S.](#) Replevin (2006).

- 66 [Am. Jur. 2d](#) Replevin (2011).

TEXTS & TREATISES:

You can click on the links provided to see which law libraries own the title you are interested in, or visit our [catalog](#) directly to search for more treatises.

- 3 Joel M. Kaye & Wayne D. Efron, Connecticut Practice Series. [Civil Practice Forms](#) (2004).
 - Authors Comments following Form 604.1
 - Authors Comments following Form 604.1-A
 - Authors Comments following Form 604.2
- Michael S. Taylor & Daniel J. Krisch, [Encyclopedia of Connecticut Causes of Action](#) (2015).
 - Replevin of Goods, Page 153
- Frederic S. Ury & Neal L. Moskow, [Connecticut Torts: The Law and Practice](#) (2015).

§ 14.05

- Douglass B. Wright, John R. FitzGerald, William L. Ankerman, [Connecticut Law of Torts](#) (3rd ed. 1991).

§ 24. Trespass of Personal Property (Trespass de Bonis Asportatis)

Table 1: Commencement of Action for Replevin

Commencement of Action of Replevin Conn. Gen. Stats. § 52-516 (2015)	
(a)	An action of replevin shall be commenced by a writ of summons or attachment, describing the parties, the court to which it is returnable and the time and place of appearance. The writ shall be signed as in other civil actions and may run into any judicial district.
(b)	An action of replevin, to the extent that it includes a prejudgment remedy as defined in section 52-278a, shall not be allowed unless the provisions of sections 52-278a to 52-278f, inclusive, are complied with.

Table 2: Security Deposits

Return of Rental Security Deposit Conn. Gen. Stats. § 47a-21(g) (2015)	
<p>“Action to reclaim security deposit. Any person may bring an action in replevin or for money damages in any court of competent jurisdiction to reclaim any part of his security deposit which may be due. This section does not preclude the landlord or tenant from recovering other damages to which he may be entitled.”</p> <p>[Emphasis added.]</p>	

Section 2: Replevin Writ, Affidavit & Recognizance

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to replevin writ, affidavit and recognizance

CIVIL PROCEDURES:

- **Connecticut Superior Court Civil Procedures**
[Replevin Action](#)

DEFINITIONS:

- **Affidavit:** "A writ of replevin shall not be issued: (1) Until the plaintiff, or some other credible person, subscribes an affidavit annexed to the writ stating the true and just value of the goods which it is desired to replevy, and that the affiant believes that the plaintiff is entitled to the immediate possession of the goods, . . ." Conn. Gen. Stats. [§ 52-518](#) (2015).
- **Recognizance:** ". . . and (2) until some person, known to the authority signing the writ to be of sufficient responsibility, has entered into a recognizance before him, with at least one sufficient surety, in a sum at least double the sworn value of the property, conditioned (A) that the plaintiff shall prosecute his action to effect, (B) for the payment of any judgment that may be recovered by the defendant in the action, and (C) for the return of the property to the defendant, and payment to the defendant of all damages sustained by the replevy of the property if the plaintiff fails to establish his right to its possession. The recognizance shall be signed by the obligors in the presence of at least one witness other than the authority taking the recognizance. A record of the recognizance shall be entered at the foot of the writ before the writ is issued, and copies of the process left in service shall contain the affidavit and the recognizance." [Ibid.](#)
- **Nonresident Defendant; Security for Costs.** "In an action of replevin brought against any person not an inhabitant of this state, the court before which the action is pending may make such order as to security to be given by the defendant for costs that may be recovered by the plaintiff as it deems just." Conn. Gen. Stats. [§ 52-531](#) (2015).

STATUTES:

You can visit your local law library or search the most recent [statutes](#) and [public acts](#) on the Connecticut General Assembly website.

- Conn. Gen. Stats. (2015)
[Chapter 921. Replevin](#)
 - § 52-518. Replevin writ; affidavit as to value of goods and recognizance required
 - § 52-519. Form of writ, affidavit and bond
 - § 52-531. Nonresident defendant; Security for costs

CASES:

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

- Watson v. Watson, 9 Conn. 141 (1832).
- [Nichols v. Standish](#), 48 Conn. 321, 323 (1880). "Numerous cases are reported in which obligators in replevin bonds, when sued, have attempted to escape liability on the ground of irregularities in the institution or prosecution of the replevin proceedings, or of technical defects in the **bonds themselves. But the attempts have uniformly failed.**"
- [Meyers v. C. I. T. Corporation](#), 132 Conn. 284, 287, 43 A.2d 742 (1945). "The nature of the obligation incurred by the defendants by the execution of this replevin bond is clear under the decisions of this court. As was stated in *Hannon v. O'Dell*, 71 Conn. 698, 707, 43 A. 147, 'The bond was a mere substitute for the interest attached. It was given to place the attaching creditor in as good a condition as he would have been, if his officer had continued in possession of the property. It is a security substituted for that which is **taken away by the replevin.**' *Green v. Barker*, 14 Conn. 431, 434; see also *Walko v. Walko*, 64 Conn. 74, 77, 29 A. 243. Accordingly, the extent of the obligor's liability upon the bond is limited by the nature and consequent value of the obligee's interest in the property replevied where, as here, damages for failure to return the property attached is the element of damage claimed. *Fielding v. Silverstein*, 70 Conn. 605, 609, 40 A. 454. This was a vital issue under the **pleadings upon the trial of this case.**"

Table 3: Pleading Replevin

Pleading Replevin Conn. Gen. Stats. (2015)	
§ 52-523	<p>Complaint. “If the complaint in an action of replevin contains a sufficient statement of the plaintiff’s title and right of possession, a general allegation that the defendant wrongfully took the goods shall be sufficient without setting forth the facts showing that the taking was wrongful. If the taking of the goods is not complained of, but the action is founded upon their wrongful detention, the complaint shall set forth the facts showing that the detention was wrongful.”</p>
§ 52-522	<p>Pleadings. “In an action of replevin, no cause of action, except of replevin or for a conversion of the goods described in the writ of replevin, may be stated. The pleadings in such action shall conform to the requirements of pleadings in civil actions so far as such requirements may be consistent with the substantive rights secured by this chapter.”</p>

Table 4: Burden of Proof, Damages and Costs

Burden of Proof, Damages and Costs Conn. Gen. Stats. (2015)	
§ 52-529	<p>Burden of proof. Evidence. Damages and costs. “If the plaintiff’s right to the possession of the property described in the writ of replevin is put in issue, without any disclaimer of title by the defendant, the plaintiff shall be bound to prove his right to possession, and may show the damages sustained by him by reason of the detention of the property by the defendant. If the defendant in his answer by way of counterclaim claims damages for the replevin, he may give evidence of the damages. Judgment, if for the plaintiff, whether upon default or trial, shall be for his damages and costs, and, if for the defendant, shall be for a return of the property and for his damages and costs.”</p>

Section 3: Defenses

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to defenses to an action for replevin in Connecticut

DEFINITIONS:

- **Defenses.** "All defenses to an action of replevin, other than those to the jurisdiction or in abatement, including avowry, alleging the defendant's right to take and hold the goods, and disclaimer, renouncing any interest in the goods, shall be made by answer or demurrer. Those defenses claiming that the taking is for a lawful cause shall be by way of answer alleging the special facts upon which they are based. If the defendant claims a return of the goods or damages, he shall **make the claim by way of counterclaim.**" Conn. Gen. Stats. [§ 52-524](#) (2015).
- **Statement of Title.** "(a) An allegation by either party that the party pleading or a third person was, at the time when the action of replevin was commenced, or at the time the goods were replevied, the owner of the goods, or that they were then his property, is a sufficient statement of title unless the right of action or defense rests upon a right of possession **by virtue of a special property interest.**" Conn. Gen. Stats. [§ 52-525\(a\)](#) (2015).
- **Special Property Interest:** "If the right of action or defense rests upon a right of possession by virtue of a special property interest, the pleading shall set forth the facts upon which the special property interest depends so as to show that, at the time when the action was commenced or the goods were replevied, as the case may be, the party pleading or the third person was entitled to the possession of the **goods.**" Conn. Gen. Stats. [§ 52-525\(b\)](#) (2015).
- **Answer:** "The defendant may, by answer, defend on the ground that a third person was entitled to the possession of **the goods without connecting himself with the latter's title.**" Conn. Gen. Stats. [§ 52-525\(c\)](#) (2015).

STATUTES:

You can visit your local law library or search the most recent [statutes](#) and [public acts](#) on the Connecticut General Assembly website.

- Conn. Gen. Stats. (2015).
[Chapter 921. Replevin](#)
 - § 52-524. Defenses.
 - § 52-525. Statement of title.
 - § 52-526. Judgment.
 - § 52-527. Repealed.
 - § 52-528. Procedure on withdrawal or nonsuit of plaintiff.
 - § 52-529. Burden of proof. Evidence. Damages and

costs.

§ 52-530. Damages for property not replevied. No cost against common carrier.

§ 52-531. Nonresident defendant; security for costs.

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- 3 Joel M. Kaye & Wayne D. Efron, Connecticut Practice Series, [Civil Practice Forms](#) (2004).
Form 604.1-A. Answer And Counterclaim In Action For Replevin
- Michael S. Taylor & Daniel J. Krisch, [Encyclopedia of Connecticut Causes of Action](#) (2015).
Replevin of Goods, Page 153

Section 4: Judgment

A Guide to Resources in the Law Library

SCOPE: Bibliographic resources relating to the Action of Replevin in Connecticut

- DEFINITIONS:**
- **Judgment.** "No judgment for a return of the goods or for damages may be given to a defendant under a mere denial of the acts complained of, nor may a judgment of return be rendered in favor of a defendant who has either filed a disclaimer of interest in the goods or not filed a counterclaim claiming a return of the goods replevied." Conn. Gen. Stats. [§ 52-526](#) (2015).
 - **Procedure on Withdrawal or Nonsuit of Plaintiff.** "If the plaintiff, in any action of replevin, fails to appear or withdraws or is nonsuited, before or after issue is joined, the defendant may file an answer in the nature of an avowry alleging his right to take and hold the goods and a counterclaim stating the injury he has sustained and his claim for damages. Thereafter, the court shall render judgment for the defendant to recover such damages as he has sustained, and his costs, and for a return of the property replevied; except that, in any action where the plaintiff withdrew by mistake, the court shall **reinstatement the case as though it had not been withdrawn.**" Conn. Gen. Stats. [§ 52-528](#) (2015).
 - **Burden of Proof. Evidence. Damages and Costs.** "If the plaintiff's right to the possession of the property described in the writ of replevin is put in issue, without any disclaimer of title by the defendant, the plaintiff shall be bound to prove his right to possession, and may show the damages sustained by him by reason of the detention of the property by the defendant. If the defendant in his answer by way of counterclaim claims damages for the replevin, he may give evidence of the damages. Judgment, if for the plaintiff, whether upon default or trial, shall be for his damages and costs, and, if for the defendant, shall be for a return of the property and for his damages and costs." Conn. Gen. Stats. [§ 52-529](#) (2015).

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- Conn. Gen. Stats. (2015)
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 - § 52-526. Judgment.
 - § 52-527. Repealed.
 - § 52-528. Procedure on withdrawal or nonsuit of plaintiff.
 - § 52-529. Burden of proof. Evidence. Damages and costs.
 - § 52-530. Damages for property not replevied. No cost against common carrier.

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