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2011 Edition

Wedding Presents as Between Spouses in Connecticut

A Guide to Resources in the Law Library

- “How are cash gifts received from the ‘bride’s side’ treated in a contested dissolution trial?” [Coppola v. Farina](#), 50 Conn. Sup. 11, 12, 910 A.2d 1011 (2006).
- “Despite the fact that there are thousands of dissolution opinions issued by Connecticut judges, this question has not been decided by any Connecticut trial court or appellate court. It is an issue of first impression.” Ibid.

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These guides are provided with the understanding that they represent only a beginning to research.

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Section 1: Wedding Presents as Between Spouses

A Guide to Resources in the Law Library

SCOPE:

- Bibliographic resources relating to the question: “How are cash gifts received from the ‘bride’s side’ treated in a contested dissolution trial?”

TREATED ELSEWHERE:

- [Breach of promise to marry and return of engagement ring and courtship gifts](#)

DEFINITIONS:

- “Connecticut is an **all property state**. *Krafick v. Krafick*, 234 Conn. 783, 792, 663 A.2d 365 (1995).” [Coppola v. Farina](#), 50 Conn. Sup. 11, 13, 910 A.2d 1011 (2006). [Emphasis added.]
- “The distribution of assets in a dissolution action is governed by [General Statutes] § 46b-81. . . . This approach to property division is commonly referred to as an ‘all-property’ equitable distribution scheme . . . (Citations omitted.)” Ibid., 13
- “Connecticut has no statutory definition of ‘**marital property**.’” Ibid. [Emphasis added]
- Connecticut does not have a statutory concept known as **separate property**.” Ibid. [Emphasis added].
- **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. Sup. 11, 13, 910 A.2d 1011 (2006).
- “Treatises have stated that if the donors’ intent is not clear, there are two basic approaches for classifying wedding gifts. Annotation, Rights in Wedding Presents as Between Spouses, 75 A.L.R.2d 1365, 1366 (1961). Those two approaches are referred to as the **New York rule** and the **English rule**.” [Emphasis added]. Ibid. 17
- “The New York rule presumes that a wedding gift is intended as a joint gift unless the gift is appropriate for the use of only one spouse or is peculiarly earmarked for one particular spouse. This rule assumes that there is inadequate or insufficient evidence of the donor’s intent. See *Avnet v. Avnet*, 204 Misc. 760, 768, 124 N.Y.S.2d 517 (1953).” Ibid.

STATUTES:

- CONN. GEN. STAT. (2011)
[§ 46b-81\(c\)](#). Assignment of property and transfer of title.
“In fixing the nature and value of the property, if any, to be assigned, the court, after hearing the witnesses, if any, of each party, except as provided in subsection (a) of section 46b-51, 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, vocational skills, 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.**” [Emphasis added].

CASES:

- [Avenet v. Avenet](#), 204 Misc. 760, 768, 124 N.Y.S.2d 517 (1953). “In passing I might say that more so than in any other period in the long history of mankind, this is the age of ‘50-50’ marriages. The time has come to say clearly that all wedding gifts whether from the bride’s ‘side’ or from the groom’s excepting such items which are perculiary adaptable to the personal use of either spouse, and those gifts which are specifically and unequivocally ‘earmarked’ as intended exclusively for the one or the other of the spouses, commonly intended for general use in the household, are the joint property of both parties to the marriage. This reasoning should apply as well to the things of like use purchased with cash wedding gifts not otherwise ‘earmarked’”.

WEST KEY NUMBERS:

- Gifts, Inter vivos
43. Operation and effect as to parties
- Husband & Wife
6(1). Property of husband, in general
8. Property of wife. In general
14. Conveyance to husband and wife

AMERICAN LAW REPORTS:

- Annotation, *Rights in wedding presents as between spouses*, 75 ALR2d 1365 (1961).
 - § 1. Introduction, scope, and related matters, p. 1365.
 - § 2. General observations and conclusions; presumptions, p. 1366.
 - § 3. Gifts to one of the spouses by relatives or friends, p. 1366.
 - § 4. Gifts appropriate only for use by, or adornment of, one of the spouses, 1367.
 - § 5. Bank accounts created from gifts to the spouses, p. 1368.
 - § 6. Gifts from one spouse to the other, p. 1368.
 - § 7. Household furniture and furnishings given in kind, or purchased with money given; generally, 1368.
 - § 8. — As affected by statute

ENCYCLOPEDIAS:

- 38 [AM. JUR. 2D](#) *Gifts* (2010)
 - § 15. Intention of donor
 - § 16. — Evidence of donative intent
 - § 65. Ownership of wedding presents as between spouses
- 24 [AM. JUR. 2D](#) *Divorce and Separation* (2008)
 - § 491. Wedding Gifts

- 38A [C.J.S. Gifts](#) (2008).
 - § 16. Intent
 - § 18. Delivery
 - § 21. Sufficiency
 - § 23. Constructive or symbolic delivery
 - § 64. Revocation, generally
- 27C [C.J.S. Divorce and Separation](#) (2008).
 - § 916. Gifts

TEXTS & TREATISES:

- 7 ARNOLD H. RUTKIN ET AL., [CONNECTICUT PRACTICE SERIES, FAMILY LAW AND PRACTICE WITH FORMS](#) (3d ed. 2010).
 - Chapter 26. Assets subject to Distribution
 - § 26:17. Gifts

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Table 1: Should Connecticut adopt the New York Rule or the English Rule?

<p>Should Connecticut Adopt the New York Rule or the English rule?</p> <p>Coppola v. Farina 50 Conn. Supp. 11 (2006)</p>	
Page 21	<p>“Both the English rule and the New York rule indicate that the donor's intent controls. This is consistent with Connecticut law.”</p>
Page 21	<p>“In the underlying case, the parties stated that they would offer no evidence from the donors themselves as to the intent for the cash or checks given at the wedding reception. This court finds that the self-interested testimony of the parties themselves cannot be relied on to decide the issue of donor's intent. There was no other evidence of the donor's intent. Because cash is fungible, there was nothing specific in the nature of the cash that could be used by only one spouse.”</p>
Page 22	<p>“Connecticut is an all property state and, therefore, all real and personal property owned by parties regardless of when acquired or how acquired through employment, gifts, inheritance, before the marriage or jointly acquired or separately acquired during the marriage are all considered property for the purpose of marital distribution in Connecticut. The English rule has no foundation in Connecticut. This court chooses to adopt the New York rule.”</p>
p. 22	<p>“There is no evidence from the donors as to the donor's intent for the cash wedding gifts given at the wedding reception. The parties do not intend to call any of the donors as witnesses. No wedding gift cards will be offered. All of the disputed wedding gifts were cash or checks. Cash is fungible. There will be no evidence offered of a large cash gift or a cash gift allocated to a certain purpose, such as paying off of the wife's student loans or the improvement of real property owned by the husband for years prior to the marriage. Each of the gifts was made in cash or in a check, a cash equivalent. All gifts were made at the wedding reception. The wedding guests had attended the marriage ceremony in which the parties were declared husband and wife. Each of the wedding guests had attended the reception where the wedding singer introduced the parties as Mr. and Mrs. Gino Farina. Thereafter, the cash wedding gifts were given. The court therefore rules that it is irrelevant to how many of the 172 guests were from the ‘bride's side,’ how many of the 172 were her family and friends, how many of the 172 guests were from the ‘groom's side’ and how many of the 172 were his family and friends.</p>
p. 23	<p>The defendant's objection is sustained. The donor of the cash and check gifts made at the wedding reception is irrelevant.”</p>