by striking counts two through five of the counterclaim because the court reasonably could have concluded, as argued by the plaintiff, that, at their core, the stricken counts involved a different set of facts and law than were at issue in the breach of contract complaint. The propriety of the plaintiff's prejudgment remedies, their legal effect on the defendants and their customers, and the motivations of the plaintiff in utilizing them in this case present factual and legal issues that are distinct from those necessary to adjudicate whether the defendants breached the credit agreement that was the sole subject matter of the complaint. All the allegations made by the defendants in the stricken counts either involved issues relating to the plaintiff's use of prejudgment remedies, which, at best, are only tangentially related to the breach of contract action, or contained allegations that are simply duplicative of those contained in their response to the complaint, in the asserted special defenses, or in the remaining breach of contract count, which was not a subject of the motion to strike.

This court previously has stated that the "adjudication made by the court on the application for a prejudgment remedy is not part of the proceedings ultimately to decide the validity and merits of the plaintiff's cause of action. It is *independent of and collateral thereto* and primarily designed to forestall any dissipation of assets by the defendant. . . . [P]rejudgment remedy proceedings . . . are not involved with the adjudication of the merits of the action brought by the plaintiff or with the progress or result of that adjudication." (Emphasis added; internal quotation marks omitted.) *Orsini* v. *Tarro*, 80 Conn. App. 268, 272–73, 834 A.2d 776 (2003).

In short, we cannot conclude on the basis of the record before us that the court's decision to disallow join-

der of the defendants' counts would thwart the goal of judicial economy at the heart of the transaction test because their joinder undoubtedly would have expanded the focus of the trial proceedings to additional issues well outside the nexus of the breach of contract action before the court.[19] If the defendants elected to bring a separate action raising claims of abuse of process, slander of title and unfair trade practices flowing from the plaintiff's use of prejudgment remedies, adjudication of those claims would not necessarily "involve a substantial duplication of effort by the parties and the courts." (Internal quotation marks omitted.) *South Windsor Cemetery Assn., Inc.* v. *Lindquist*, supra, 114 Conn. App. 547. We conclude that the court properly granted the motion to strike.[20]

II

The defendants next claim on appeal that the court improperly rendered judgment on the merits of the com-

[19] This opinion should not be misconstrued as holding that, in the face of a similar counterclaim, a court necessarily would abuse its discretion if it denied a motion to strike and allowed the defendants to proceed on such counterclaim. As indicated, proper application of Practice Book § 10-10 involves common sense, practicality, and requires accounting for a myriad of factors that reasonably could lead to different results.

[20] As this court recently explained, if a court determines that counterclaims are not part of the same transaction that is the subject of the complaint, the appropriate remedy is not a final judgment on the merits of the stricken counterclaims, but rather a judgment dismissing the counterclaims on the ground of improper joinder with the primary action. See *Bank of New York Mellon* v. *Mauro*, supra, 177 Conn. App. 320. Further, unless otherwise barred as a matter of law, such dismissal should be without prejudice to the right to replead any stricken claim in a separate action. Id. Here, the court granted the plaintiff's motion seeking "judgment in its favor" on the stricken counterclaims rather than rendering a judgment dismissing the stricken counterclaims. The court's judgment could be misconstrued as a judgment on the merits rather than as a judgment that preserved the defendants' right to pursue its claims, if possible, in a separate action. Nevertheless, the defendants have failed to raise any claim of error regarding the

plaint in favor of the plaintiff. The defendants raise several arguments in support of this claim. Specifically, they argue that the court improperly (1) relied on the allegation in their counterclaim that the plaintiff was the seller of the goods as a judicial admission and also failed to credit overwhelming evidence that the actual seller was the plaintiff's wholly owned subsidiary, Northwest Lumber, (2) found, solely on the basis of a judicial admission, that Jones and Morrill were liable for damages as buyers rather than as guarantors, (3) failed to consider and properly resolve the defendants' defense of revocation of acceptance, (4) rendered judgment for the plaintiff despite finding that the plaintiff had refused to remedy or replace certain materials that the court determined were defective, and (5) incorrectly determined that the plaintiff had proven its damages to a reasonable degree of certainty. For the reasons that follow, we are not persuaded.

A

The defendants first argue that the court improperly found that the plaintiff established that it was the seller of the goods and materials at issue in the complaint such that it was entitled to damages for the defendants' nonpayment. The defendants contend that, in making this finding, the court improperly construed and relied on an allegation in their pleading as a judicial admission by the defendants that the plaintiff was the seller of the goods at issue. Further, the defendants contend that the court failed to credit what they describe as "overwhelming" evidence that the actual seller was the plaintiff's wholly owned subsidiary, Northwest Lumber. For the following reasons, we reject both contentions.

form of the judgment on the stricken counterclaims and, therefore, that issue is not properly before us.

1

The defendants first argue that the court misconstrued an allegation in the breach of contract count of their revised counterclaim—namely, their allegation that they collectively had "purchased a sundry of material and goods *from* [*the plaintiff*]"—as a judicial admission that the plaintiff was, in fact, the seller of the building supplies at issue in this matter. We disagree.

"Factual allegations contained *in pleadings upon which the cause is tried* are considered judicial admissions and hence irrefutable as long as they remain in the case." (Emphasis added; internal quotation marks omitted.) *Bartlett* v. *Metropolitan District Commission*, 125 Conn. App. 149, 162, 7 A.3d 414 (2010), cert. denied, 300 Conn. 913, 13 A.3d 1101 (2011). "For a factual allegation to be held to be a judicial admission, the fact admitted should be one within the speaker's particular knowledge and one about which the speaker is not likely to be mistaken." *Mamudovski* v. *BIC Corp.*, 78 Conn. App. 715, 728, 829 A.2d 47 (2003), appeal dismissed, 271 Conn. 297, 857 A.2d 328 (2004). "An admission in pleading dispenses with proof, and is equivalent to proof. . . . It is the full equivalent of uncontradicted proof of these facts by credible witnesses . . . and is conclusive on the pleader. . . . A party is bound by a judicial admission unless the court, in the exercise of its discretion, permits the admission to be withdrawn, explained or modified." (Citations omitted; internal quotation marks omitted.) *Days Inn of America, Inc.* v. *161 Hotel Group, Inc.*, 55 Conn. App. 118, 126–27, 739 A.2d 280 (1999). "The distinction between judicial admissions and mere evidentiary admissions is a significant one that should not be blurred by imprecise usage. . . . While both types are admissible, their legal effect is markedly