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2020 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, 143 (1998).
- “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. Stat. § [52-515](#) (2019).
- “**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. Stat. § [52-529](#) (2019).
- “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. Stat. § [52-530](#) (2019).

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.

DEFINITIONS:

- "Replevin is a purely statutory action." [Staub v. Anderson](#), 152 Conn. 694, 695, 211 A.2d 691 (1965).
- "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. Stat. § [52-515](#) (2019).
- **Damages:** " The plaintiff waived any claim for loss of use but claimed he was entitled to the depreciation in the value of the car from the time of taking to the date of the second trial...The court concluded that the plaintiff was not entitled to recover for depreciation after...the date of replevin." [Staub v. Anderson](#), 152 Conn. 694, 695, 211 A.2d 691 (1965).

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. Stat. (2019).
 - [Chapter 831](#). Advance Rental Payment. Security Deposits
 - § [47a-21 \(g\)](#). Security deposits. (Action to reclaim security deposit)
 - [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.
 - § [52-521](#). Replevin; service; new bond; voiding of process.
 - § [52-522](#). Pleadings.
 - § [52-523](#). Complaint.
 - § [52-524](#). Defenses.
 - § [52-525](#). Statement of title.
 - § [52-526](#). Judgment.
 - § [52-528](#). 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.

**CIVIL
PROCEDURES:**

FORMS:

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.

- Connecticut Superior Court Civil Procedures [Replevin Action](#)
- 3A Connecticut Practice Series, *Civil Practice Forms*, 4th ed., by Joel M. Kaye and Wayne D. Efron, 2004, Thomson West, with 2020 supplement (also available on Westlaw).
 - 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
- [Newtown Savings Bank v. Preferred Printing Co., Inc.](#), Superior Court, Judicial District of Fairfield at Bridgeport, No. CV19-6083447-S (June 5, 2019) (68 Conn. L. Rptr. 732) (2019 WL 3318473).” The doctrine of prior pending action is rather ‘a rule of justice and equity’ that permits dismissal of a second case raising ‘issues currently pending before the court ...’ [Kleinman v. Chapman](#), 140 Conn.App. 500, 503 n.5 (2013).” [p. 733]

“The plaintiff, however, cannot seek replevin in the foreclosure action. Joinder of replevin with foreclosure in the same case is prohibited by statute, Conn. Gen Stat. § 52-522 which provides: ‘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 replevin must be by separate action.” [p. 734]

“It is well settled that one of the exceptions to application of the prior pending action doctrine occurs when application of the rule would deprive the plaintiff ‘of any substantial right which the law gives him as incident to the determination of the issues or the direct and speedy collection of his debt’ [Kolodney v. Kolodney](#), 2 Conn. App. 697, 700 (1984)...” [p. 734]

“Plaintiff Newtown Savings Bank is entitled to seek the remedy of replevin to collect its debt. In fact, it has moved for the speedy remedy of prejudgment remedy of replevin. To abate this action would cause significant and prejudicial delay in plaintiff’s efforts to achieve the speedy collection of its debt. This case for replevin is not vexatious in that it is brought for good cause. The case falls into the recognized exception to the application of the rule that an action should be dismissed when there is a prior similar action pending between the parties.” [p. 734]

- Animals R. Family, Inc. v. Sunrise Assisted Living of Stamford et al., Superior Court, Judicial District of Stamford-Norwalk at Stamford, No. CV19-5021239-S (July 10, 2019) (68 Conn. L. Rptr. 827) (2019 WL 3526443). "A replevin action 'is not a contract action and, thus, it is not within the court's power to determine which party has superior **title** to the animal ... [A] replevin action ... involves a comparison of the superiority and inferiority of competing rights to **possess the animal.**' (Emphasis in original; footnote omitted.) Angrave v. Oates, 90 Conn. App. 427, 430, 876 A.2d 1287 (2005). Our Supreme Court has stated **that** '[t]he action of replevin is founded in tort. There must be a tortious taking or detention of property; a mere breach of contract is not sufficient. Hence it is no remedy to enforce a contract or recover damages for its nonperformance. Mead v. Johnson, 54 Conn. 317, 319, '7 A. 718 (1886). 'A court's finding of the right to immediate possession in a replevin action raises a **question of fact.**' Angrave v. Oates, *supra*, 90 Conn. App. 429."
- Ridgefield Waterside Motors, LLC v. Borg, Superior Court, Judicial District of Stamford-Norwalk at Stamford, No. CV165015844-S (October 30, 2017) (2017 Conn. Super. Lexis 4807) (2017 WL 5923608). "**As to the first element** of replevin, Connecticut courts have considered cars or vehicles a good or chattel under General Statutes § 52-515 . . . There is no dispute between the parties that the good or chattel at issue is a car or vehicle. The first element of statutory replevin is satisfied. Nor is there a dispute that the plaintiff is the owner of the loaner vehicle, satisfying the second statutory element of replevin.

"To satisfy the third element of statutory replevin, the plaintiff must prove that it has a right to immediate possession of the property . . . The court finds that, pursuant to the Agreement, the plaintiff had the right to possession . . . satisfying the third element of statutory replevin."
- ATC Partnership v. Town of Windham, 268 Conn. 463, 486-487, 845 A.2d 389, 404 (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.
Consequently, the plaintiff's replevin action seeking the recovery of fixtures is inadequate as a matter of law."

- [Cornelio v. Stamford Hospital](#), 246 Conn. 45, 49, 717 A.2d 140, 143 (1998). "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. See [D'Addario v. Abbott](#), 128 Conn. 506, 507-508, 24 A.2d 245 (1941); [M. Itzkowitz & Sons, Inc. v. Santorelli](#), 128 Conn. 195 at 198, 21 A.2d 376 (1941)."
- [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.
 2. Statutory provisions and remedies.
 3. Property subject to replevin.

ENCYCLOPEDIAS:

- Dale Joseph Gilsinger, Annotation, *Action in Replevin for Recovery of Dog or Cat*, 85 *ALR6th* 429, 2013, Thomson West (also available on Westlaw).
- 66 *Am. Jur. 2d* Replevin (2011).
 - §§ 1-5. In general
 - §§ 6-10. Property which can be replevied
- 77 *C.J.S.* Replevin (2017).
 - §§ 1-7. Nature of action
 - §§ 8-19. Property recoverable

TEXTS & TREATISES:

- *LexisNexis Practice Guide: Connecticut Contract Litigation*, David T. Martin, Editor, 2019, LexisNexis.
 - Chapter 8. Understanding Equitable Remedies
 - § 8.04[3]. Replevin
 - [a]. Purpose of replevin
 - [b]. Principles of replevin
 - [c]. Lawfully entitled to possession
 - [d]. Purely statutory
 - [e]. When redemption is disallowed
 - [f]. Damages for wrongful detention
 - Chapter 9. Using or Opposing Provisional Remedies in Contract Actions
 - § 9.07. Replevin
 - [1]. Overview

Each of our law libraries own the Connecticut treatises cited. You can [contact](#) us or visit our [catalog](#) to determine which of our law libraries own the other treatises cited or to search for more treatises.

References to online databases refer to in-library use of these databases. Remote access is not available.

- *Connecticut Law of Torts*, 4th ed., by Douglass B. Wright et al., 2018, Atlantic Law Book Company, with 2019 supplement.
 - Chapter II. Intentional Torts
 - § 25. Trespass of personal property (Trespass de bonis asportatis)

- 3A Connecticut Practice Series, *Civil Practice Forms*, 4th ed., by Joel M. Kaye and Wayne D. Efron, 2004, Thomson West, with 2020 supplement (also available on Westlaw) .
 - Authors' Commentary for Forms 604.1, 604.1-A and 604.2**

- *Encyclopedia of Connecticut Causes of Action*, by Daniel J. Krisch and Michael Taylor, 2020, Connecticut Law Tribune.
 - Part 1. Common Law Causes of Action
 - 1T-6. Trespass to Personal Property

- *Connecticut Torts: The Law and Practice*, 2nd ed., by Frederic S. Ury and Neal L. Moskow, 2015, LexisNexis, with 2020 supplement.
 - Chapter 14. Recovering for Injury to Property
 - § 14.05. Bringing a replevin claim
 - [1] Overview of a replevin action
 - [2] Replevin concerns the parties' rights to possession—not title—to the property**
 - [3] Recovering monetary damages in replevin actions
 - [4] Checklist for replevin claims
 - [5] Forms for replevin claims

Section 2: Replevin Writ, Affidavit & Recognizance

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to a writ of replevin, affidavit and recognizance.

DEFINITIONS:

- “A writ of replevin [**with prejudgment remedy**] 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, 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.” Conn. Gen. Stat. § [52-518](#) (2019). (Emphasis added.)

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. Stat. (2019).
 - [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.

CIVIL PROCEDURES:

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

FORMS:

- *Connecticut Torts: The Law and Practice*, 2nd ed., by Frederic S. Ury and Neal L. Moskow, 2015, LexisNexis, with 2020 supplement.
 - Chapter 14. Recovering for Injury to Property
 - § 14.05. Bringing a replevin claim
 - [5] Forms for replevin claims
 - FORM 14.05.1 Application for Writ of Replevin—Bond

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.

- [Rock Landscaping, LLC v. Georgetti](#), Superior Court, Judicial District of Hartford at Hartford, No. CV09-5030972-S (Sept. 23, 2009) (2009 Conn. Super. Lexis 2579) (2009 WL 3416218). **“The plain language of Section 52-518 makes it clear that the affidavit and bond requirements set forth therein only apply to the writ of replevin, when applied for as a prejudgment remedy, not to the underlying claim for replevin. The statute thus conditions the **recognizance, inter alia, on** ‘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.**’ (Emphasis added.) General Statutes § 52-518(2)(C). That, of course, can only occur when a plaintiff who has taken possession of property prior to judgment fails to establish his claim on the merits at trial. Manifestly, it does not apply to a plaintiff who has not sought a prejudgment remedy of replevin, for he never can or will take possession of the subject property until his entitlement to it is finally adjudicated at trial. The manifest purpose of the bond requirement is thus to protect the interests of the defendant in the return of property replevied prior to judgment if the plaintiff fails to prove his claim at trial.”**
- [Meyers v. C. I. T. Corporation](#), 132 Conn. 284, 287, 43 A.2d 742, 743-744 (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, 150 (1899): **‘The bond was a mere substitute for the interest attached. It was given ‘to place the attaching creditor in as good 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 (1841); see also [Walko v. Walko](#), 64 Conn. 74, 77, 29 A. 243 (1894). 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 (1898). This was a vital issue under the pleadings upon the trial of this case.”
- [Nichols v. Standish](#), 48 Conn. 321, 323 (1880). **“Numerous cases are reported in which obligors 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.”**

**TEXTS &
TREATISES:**

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- *LexisNexis Practice Guide: Connecticut Contract Litigation*, David T. Martin, Editor, 2019, LexisNexis.
 - Chapter 8. Understanding Equitable Remedies
 - § 8.04[3]. Replevin
 - [g]. Starting an action
 - [h]. Another replevin requirement
 - Chapter 9. Using or Opposing Provisional Remedies in Contract Actions
 - § 9.07. Replevin
 - [1]. Overview
 - [2]. Burden of proof and damages
 - [3]. Recognizance
 - [4]. New bond
 - [5]. Process

- *Connecticut Torts: The Law and Practice*, 2nd ed., by Frederic S. Ury and Neal L. Moskow, 2015, LexisNexis, with 2020 supplement.
 - Chapter 14. Recovering for Injury to Property
 - § 14.05. Bringing a replevin claim
 - [4] Checklist for replevin claims
 - [5] Forms for replevin claims

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:

- "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. Stat. § [52-524](#) (2019).

- "(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.

(b) 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.

(c) 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. Stat. § [52-525](#) (2019).

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. Stat. (2019).
 - [Chapter 921](#). Replevin
 - § [52-524](#). Defenses.
 - § [52-525](#). Statement of title.
 - § [52-526](#). Judgment.
 - § [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.

FORMS:

- 3A Connecticut Practice Series, *Civil Practice Forms*, 4th ed., by Joel M. Kaye and Wayne D. Effron, 2004, Thomson West, with 2020 supplement (also available on Westlaw) .
Form 604.1-A. Answer and Counterclaim in Action of Replevin

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.

- *Ally Financial, Inc. v. Douglas P. Fleming, LLC.*, Superior Court, Judicial District of Windham at Putnam, No. CV18-5009207-S (January 6, 2020) (2020 WL 592255). "The first special defense, entitled '**Failure to Mitigate Damages,**' alleges in essence that the plaintiff failed to accept an 'amount of vehicles with ... equity to pay off the debts claims, and **settle the [defendant's] accounts'** with the plaintiff. If pleaded as a defense, failure to mitigate damages must be supported by allegations of fact. *Whalen v. Gathoni*, Superior Court, judicial district of New Haven, Docket No. CV-07-5012497-S (February 8, 2010). See Practice Book § 10-50. The gist of the first special defense is that the plaintiff's claims must fail because the plaintiff did not agree to accept the defendant's alleged offer of chattel instead of money. This is not a defense in this state because the plaintiff had no duty to make such an agreement. See *Herbert S. Newman & Partners v. CFC Construction Ltd. Partnership*, 236 Conn. 750, 764, 674 A.2d 1313 (1996) (while parties may enter into an accord—a contract to settle a claim by some performance other than that which is due—**mutual assent is required**)."

"The fourth special defense, entitled '**Payment,**' alleges that the '[d]efendant has made payment, and payment has also been **rejected.**'...The allegation that '**payment has also been rejected,**'—the necessary implication being that payment was rejected by the plaintiff —clearly means one thing: the title of the fourth special defense notwithstanding, the defendant is not alleging that either of the debts which are alleged in this case has actually been paid. See *Boone v. William W. Backus Hospital*, 272 Conn. 551, 559 (2004) (interpretation of pleadings is a **question of law**)."

"The fifth special defense, entitled '**Lack of Necessary Party Douglas Fleming,**' is legally insufficient. General Statutes § 52-108 provides in relevant part, 'An action shall not be defeated by the nonjoinder or misjoinder of **parties ...**' See also Practice Book § 9-19. In particular, this being an action for replevin of vehicles owned by the defendant, or judgment against the defendant for damages if either vehicle cannot be replevied, no individual is **a necessary party.**"

- *Payne v. TK Auto Wholesalers*, 98 Conn. App. 533, 540-541, 911 A.2d 747, 752 (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.*, at 295-96, 53 N.W. 636; see also 4 Restatement (Second) Torts, § 895, comment (f), pp. 387-88 (1979)."

**WEST KEY
NUMBERS:**

- *Replevin*
12. Defenses.
(1). In general.
(2). Set-off and counterclaim.

ENCYCLOPEDIAS:

- 77 *C.J.S.* Replevin (2017).
§§ 35-39. Defenses
- 66 *Am. Jur. 2d* Replevin (2011).
§§ 32-35. Defenses

**TEXTS &
TREATISES:**

- 3A Connecticut Practice Series, *Civil Practice Forms*, 4th ed., by Joel M. Kaye and Wayne D. Efron, 2004, Thomson West, with 2020 supplement (also available on Westlaw) .
Authors' Commentary for Form 604.1-A

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Section 4: Judgment

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to a judgment for replevin.

DEFINITIONS:

- “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. Stat. § [52-526](#) (2019).
- “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 reinstate the case as though it had not been withdrawn.” Conn. Gen. Stat. § [52-528](#) (2019).
- “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 cost.” **Conn. Gen. Stat.** § [52-529](#) (2019).

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. Stat. (2019).
 - [Chapter 921](#). Replevin
 - § [52-526](#). Judgment.
 - § [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.

FORMS:

- 3A Connecticut Practice Series, *Civil Practice Forms*, 4th ed., by Joel M. Kaye and Wayne D. Effron, 2004, Thomson West, with 2020 supplement (also available on Westlaw) .
 - Form 607.9. Judgement in Replevin

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.

- Abandoned Angels Cocker Spaniel Rescue, Inc. v. Baity, Superior Court, Judicial District of Stamford-Norwalk at Stamford, No. CV19-5021251-S (Sept. 21, 2020) (2020 WL 6121354). "Having found Baity in contempt for willful failure to obey the replevin order, the Court must now determine the sanction to impose. 'Judicial sanctions in civil contempt proceedings may, in a proper case, be employed for either or both of two purposes: to coerce the defendant into compliance with the court's order, and to compensate the **complainant for losses sustained.**' [DeMartino v. Monroe Little League](#), 192 Conn. 271, 278 (1984) (citation omitted). Plaintiff has not requested compensation and has not submitted evidence of actual loss necessary to obtain a compensatory sanction. See e.g., [Welsh v. Martinez](#), 191 Conn.App. 862, 880-81 (2019).⁵ The Court therefore will **impose a fine ...** to coerce compliance with the replevin order."

"Plaintiff indicated in its brief it may seek counsel fees in the future if Baity continues to be noncompliant with the replevin **order.**" FN 5

- Bylan v. Mouradjian, Superior Court, Judicial District of Tolland at Rockville, No. CV18-5010691-S (Aug. 7, 2020) (2020 WL 5535673). "The defendant first questions the plaintiff's interest in the hay elevator, contending that the hay elevator belongs to the plaintiff's father in law, not her. While the court credits Mr. Standish's testimony that he had no use for the hay elevator and had given it to his son and daughter in law, even if the plaintiff was not an owner she would still have an interest and a right to possession superior to the defendant. Lack of title is not a bar to an action for replevin, which 'involves a comparison of the superiority and inferiority of competing rights to **possess**' property, not a determination of title. [Angrave v. Oates](#), 90 Conn. App. 427, 430, 876 A.2d 1287 (2005). The hay elevator was an heirloom handed down through the generations in the family of the plaintiff's husband. The defendant's claim to possession rests upon the fact that it was unexpectedly left behind by the plaintiff when the property was transferred to the defendant. The court finds that the plaintiff has an interest in the hay elevator and a right to possession that is superior to that of the defendant."
- QuesTech Financial, LLC v. Benni's, LLC, 105 Conn. App. 749, 753, 939 A. 2d 1220, 1222-1223 (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."

- [Angrave v. Oates](#), 90 Conn. App. 427, 430-431, 876 A.2d 1287, 1290 (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."

WEST KEY NUMBERS:

ENCYCLOPEDIAS:

TEXTS & TREATISES:

Each of our law libraries own the Connecticut treatises cited.

References to online databases refer to in-library use of these databases. Remote access is not available.

- *Replevin*
99-115. Judgment.
- 66 *Am. Jur. 2d* Replevin (2011).
IX. Evidence, Trial, and Judgment
C. Judgment
§ 1. In general
§ 2. Return of property
§ 3. Enforcement and appeal of judgment
- 77 *C.J.S.* Replevin (2017).
§§ 89-114. Judgment
- 3A Connecticut Practice Series, *Civil Practice Forms*, 4th ed., by Joel M. Kaye and Wayne D. Effron, 2004, Thomson West, with 2020 supplement (also available on Westlaw) .
Authors' Commentary for Form 607.9