



Dear Stewart Partners,

We hope you've had the chance to enjoy the last few weeks of summer as schools are now in session or getting ready to begin. In this Mid-Week Update, we are highlighting the Connecticut Appellate Court's recent decision in *Pirri v. Chen Chung Chow*, 231 Conn. App. 493 (2025), related to the adverse possession claim of a parcel of land located in Greenwich, Connecticut. In addition, we are providing a focused overview of joint tenancy in relationship to divorce, marriage, and the effect of death on a contract to convey an interest involving one or more joint tenants in Connecticut. We have also included information on two educational opportunities coming up in September – the New England Land Title Association annual conference, which is quickly approaching, and the September installment of Massachusetts Underwriters Talk Title with Jutta Deeney, this time focusing on municipal liens. We hope this information proves useful and, as always, we are happy to answer any questions you may have on these topics.



**Decades of Adverse Use Secures Ownership: The Connecticut Appellate Court's Decision in *Pirri v. Chen Chung Chow*** By: Frank Cammarano, Esq., Connecticut Underwriting Counsel

In March 2025, the Connecticut Appellate Court handed down a decision in *Pirri v. Chen Chung Chow*, 231 Conn. App. 493 (2025), affirming that decades of open, exclusive, and improvement-heavy use of land can vest ownership through adverse possession pursuant to Conn. Gen. Stat. § 52-575 and § 47-37.

The dispute centered on a 1,715-square-foot strip of land in Greenwich, Connecticut, perched at the top of a steep cliff. This "disputed area" was legally part of 52 Oak Ridge Street but sat level with the rear of 31 Edgewood Avenue, which Eugenio Pirri purchased in 1985. Because of the topography, the disputed area was effectively landlocked from the Oak Ridge Street property and could be reached only through Pirri's lot or that of his immediate neighbor.

From the moment he acquired 31 Edgewood Avenue, Pirri treated the disputed area as his own. He used it as the operational hub for his landscaping business, installing asphalt at his own expense, storing equipment and materials, parking vehicles, and maintaining the space year-round. His son's landscaping business also relied on the area for access to an adjacent lot. For more than three decades, no owner of 52 Oak Ridge Street entered,

maintained, or improved the disputed area, and Pirri never sought or received permission to use it.

In 2019, Pirri brought an action to quiet title, claiming ownership by adverse possession. The defense, raised by Chen Chung Chow and later his wife, Mong Chin Liu, was that any use had been permissive. After a six-day trial, the trial court found in favor of Pirri's estate. It concluded that the elements of adverse possession had been met: open, visible, exclusive, and continuous possession for more than fifteen years; under a claim of right, without the consent of the owner.

On appeal, the substitute defendant attacked the "claim of right" finding, arguing that the trial court had relied on a clearly erroneous fact: that Pirri erected a fence along the cliff edge shortly after 1985. In reality, the fence was installed in 2019. The Appellate Court agreed the finding was wrong but deemed it harmless. The fence was mentioned only once in the trial court's decision and was not central to its reasoning. The record contained ample other evidence of hostile, exclusive use over thirty-three years.

The defendant also argued that a 1987 survey and the placement of outbuildings along the deeded property line showed that Pirri knew he did not own the disputed area. The trial court, however, credited Pirri's testimony that he could not read the survey and believed the land was his. It found no evidence that the building placement was intended to respect the true boundary. Credibility, the appellate panel emphasized, is the province of the trial court.

A further challenge focused on a 2019 police report in which Pirri's wife was recorded as saying there had been a "verbal agreement" with the prior owner, Netta Evans. The trial court credited her explanation that she was referring to an understanding reached by their attorney about a potential future transfer of the land, not permission to use it. Similarly, deposition testimony from Pirri's son suggesting Evans "was fine" with the use was found too vague and incomplete to carry weight, especially against Pirri's own testimony that he never spoke to Evans and never sought permission.

Under Connecticut law, a party claiming adverse possession must prove the elements by clear and convincing evidence. When permission is raised as a defense, the burden shifts to the defendant to prove it by a preponderance of the evidence. In this case, the appellate court agreed that the defendant had not met that burden. The trial court's findings that Pirri's use was hostile, exclusive, and without consent were supported by the record and not clearly erroneous.

The decision in Pirri reinforces several enduring principles. Long-term, visible, and improvement-heavy use can overcome record title when it is continuous and without permission for the statutory period. Topographical realities, such as the landlocked nature of the disputed area, can strengthen the inference of ownership intent. It stands as a reminder that in property law, the record title is not always the final word; sometimes, the reality on the ground prevails. To read the decision, follow this link: [Pirri v. Chow](#)



**Understanding Joint Tenancy in Connecticut: An Overview of Connecticut General Statutes Section 47-14g through 14i** By:

This is another installment in our ongoing series examining Connecticut General Statutes 47-14 through 47-14k. This week's update provides a focused overview of joint tenancy in Connecticut, specifically as outlined in **Connecticut General Statutes §§ 47-14g through 47-14i**. In this article, we focus on C.G.S. Section 47-14g, 47-14h and 47-14i, with more insights to come in future issues covering General Statutes Sections 47-14j and 47-14k.

Connecticut law provides detailed statutory guidance regarding the creation, modification, and severance of joint tenancies. The statutes discussed below are essential to understanding how joint ownership can be affected by divorce, marriage, and the effect of death on a contract by a joint tenant to convey an interest in the property.

**Sec. 47-14g. Divorce or marriage dissolution of husband and wife joint tenants.**

Whenever a husband and wife are joint tenants in the same real estate, either together or in conjunction with others, a divorce or dissolution of the marriage, unless the divorce decree or decree of dissolution otherwise provides, severs their interests and converts them into tenants in common as to each other but not as to any remaining joint tenant or joint tenants. Such severance does not become effective as to any other persons until a certified copy of the decree or abstract of it, indicating the effective date of the divorce or dissolution, has been recorded in the land records of the town where the real estate is located.

This statute provides that when a couple hold property as joint tenants, a decree of dissolution of marriage or divorce severs the joint tenancy and from thereon they hold their interests as tenants in common, absent something in the decree to the contrary. When a husband and wife hold property in a joint tenancy together with others, the decree makes it so the ex-spouse now holds his/her interest as a tenant in common with the other ex-spouse, and vice-versa. Importantly, this change does not affect the relationship with any of the remaining joint tenants.

**Example 1:** If A and B own property as joint tenants and then get divorced, A and B will thereafter own the property as tenants in common, unless the decree of divorce or dissolution provides otherwise.

**Example 2:** If A and B along with C and D own the property in equal shares as joint tenants and then there is a judgment dissolving the marriage of A and B, A and B now each hold a one-quarter interest in the premises. As between themselves, A and B hold these interests as tenants in common. As to other owners, however, A continues to own his/her interest with C and D as joint tenants; and B continues to own his/her interest with C and D as joint tenants.

Recording the divorce decree on the land records is essential. The statute provides that any severance resulting from the decree is not effective as to anyone other than the parties involved in the divorce or dissolution until a certified copy of the judgment, or an abstract of the decree indicating the effective date of the dissolution or divorce, is recorded in the land records where the property is located.

**Sec. 47-14h. Provisions applicable to joint tenancies with survivorship.** All provisions of existing statutes applicable to joint tenancies are applicable to joint tenancies with right of survivorship.

This statute makes clear that all statutory rules dealing with joint tenancies also apply to joint tenancies with rights of survivorship.

**Sec. 47-14i. Effect of death on contract by tenant to convey interest.** When any joint tenant enters into an enforceable contract to convey his interest, or a portion of his interest, severally or in conjunction with other joint tenants, and dies before the performance of the contract, such contract, to the extent that it would have been enforceable against the deceased joint tenant had he lived, shall be enforceable in rem against the interests accruing to the surviving joint tenant or joint tenants by reason of the death.

This provision ensures that enforceable contracts survive the death of a joint tenant. In the event that one of the joint tenants enters into an enforceable contract to convey his or her interest, but dies before actually conveying the property, the contract continues to be enforceable, to the extent of the decedent's interest, against the surviving joint tenants who succeed to that interest.

**Example:** A, B and C hold property in equal shares as joint tenants and A enters into a contract to sell his/her one-third interest to X. A dies prior to completing the conveyance. X can enforce the contract against B and C, but only to the extent of requiring B and C to convey the one-third interest formerly held by A.

These statutes provide a useful framework for conveyancing attorneys interested in creating, altering or terminating joint tenancies. Although questions often arise regarding the creation or status of co-tenancies, these statutes, along with the Standards of Title, are resources that provide definitive answers when certainty is important.

Understanding the operation of §§ 47-14g through 47-14i is critical when reviewing title, preparing conveyance documents, or advising clients on the legal implications of divorce, marriage and the effect of death on a contract by a joint tenant to convey his or her interest.

It is critical to note, that the requirement of the four unities found in common law and typically associated with joint tenancy, are not required due to the statutory adoptions referenced in this article and are specific to Connecticut and do not apply in other jurisdictions.

Future updates will explore **C.G.S. §§ 47-14j through 47-14k**, focusing on additional nuances of joint ownership, survivorship rights, and partition. As always, feel free to reach out with questions regarding these statutes or any other real estate matters.



**2025 NELTA Annual Convention – September 7-9, 2025, New Haven Connecticut**

The New England Land Title Association (NELTA) Annual Convention is being held in New Haven, Connecticut from September 7 through September 9, 2025. Continuing education

credits have been applied for in Connecticut, Maine, New Hampshire, Vermont, and Rhode Island.

You can find information on registering for the conference and hotel, along with the schedule of events, at NELTA's website here: <https://nelta.org/event/25ACAttReg>



## **Massachusetts Underwriters Talk Title Webinar – Municipal Liens – September 10, 2025**

Please join Jutta Deeney, Stewart's New England Underwriting Counsel, on Wednesday, September 10, 2025 at 10 A.M. for the next installment of our talk title series. In this webinar, Attorney Deeney will discuss municipal liens in Massachusetts, including the effect of municipal lien certificates, as well as what to do about betterments, assessments, and tax takings in the chain of title. To register, click here: [Register Here](#)



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