



New England Regional Midweek Update  
4/30/2025

April 30, 2025

Dear Stewart Partners,

In this Mid-Week Update, we are providing a discussion on joint tenancies in Connecticut and the distinction between boundary line agreements and boundary line adjustments in New Hampshire. We also wanted to share with you the several charities nominated by our New England team that were awarded \$500 donations as part of Stewart's Spring Community Service Awards. Stewart proudly supports our local communities through this program and has donated over \$300,000 this spring to more than 600 charitable organizations across the country.

We hope this information proves useful and, as always, we are happy to answer any questions you may have on these topics.



**Understanding Connecticut Joint Tenancy: Connecticut General Statutes Section 47-14a:** By: David M. Piechota, Esq., Connecticut Underwriting Counsel

Connecticut statutes provide clear guidance on the creation, modification, and termination of joint tenancies. In this article, we focus on C.G.S. Section 47-14a, with more insights to come in future issues covering General Statutes Sections 47-14b through 47-14k.

When two or more people own property together, the ownership can be structured in different ways. Joint tenancy and tenancy in common are two ways for multiple people to co-own property, but they differ in how ownership is divided and how it is transferred upon death. In joint tenancy, co-owners may hold title in equal or unequal shares and a right of survivorship, meaning the property automatically transfers to the surviving owner(s) upon the death of a co-owner subject to inchoate estate tax and probate liens. This is a statutory deviation from common law joint tenancy, which requires ownership to be in equal shares. In a tenancy in common, co-owners can also have equal or unequal shares and can pass their share to their heirs as specified in their will or by statute.

**Sec. 47-14a. Joint tenancy in fee simple with survivorship.** A conveyance of real estate or any interest therein by deed or will or other instrument of conveyance to two or more natural persons, among whom may be the grantor or grantors, in such form that the conveyance runs unto the grantees or devisees, whether as joint tenants or as tenants in common, and unto the survivor of them, or unto the survivor

and survivors of them, and unto the last survivor's heirs and assigns, or in such form that the conveyance runs unto the grantees or devisees for their lives, or their joint lives, with a remainder or other interest limited to the survivor of them and to the last survivor's heirs and assigns, or in such form that the conveyance runs unto the grantees or devisees as joint tenants with right of survivorship, or in such form that the conveyance runs unto two grantees or devisees and to their heirs and assigns as tenants by the entirety, or in such form that the conveyance runs unto the grantees or devisees with the words "as joint tenants" added after their names, creates a joint tenancy in fee simple with right of survivorship added and the tenants holding under any such conveyance shall be known as joint tenants. The interests of the grantees under any such conveyance may be held by them in equal or unequal shares. Where words of inheritance are omitted as to any grantee therein except the survivor, any such conveyance otherwise legally sufficient and appropriate to convey any fee simple title to any grantee or person who becomes entitled thereto pursuant to this section and sections 471-4b to 471-4k, inclusive, by reason of any severance or otherwise, is fully effective to convey the title regardless of the omission.

This section deals with the creation of a joint tenancy. Deeds or other instruments of transfer containing the language referred to in this section will create a joint tenancy in fee simple with right of survivorship. A deed to two or more persons creates the joint tenancy with right of survivorship if the conveyance runs to the grantees as joint tenants, or to the grantees and their heirs and assigns as tenants by the entirety, or even to two or more persons as tenants in common and unto the survivor of them, and unto the last survivor's heirs and assigns.

Not all conveyances to two or more parties vest title in a joint tenancy. Any deed that transfers property to two or more parties, without more, or without being followed by any of the words or phrases referred to in this statute, creates a tenancy in common. A deed to two or more parties "as tenants in common" normally creates a tenancy in common. One exception to this rule is if the transfer is to two or more parties as tenants in common with the additional survivorship language. Under the section of the Connecticut statutes referenced above, the transfer creates a joint tenancy with right of survivorship.

Chapter 14 of the Connecticut Standards of Title addresses Co-Tenancies. Standard 14.1 states that a conveyance or devise to two or more persons is effective to create a co-tenancy with right of survivorship if the instrument of conveyance or devise expresses the requisite intent. Connecticut Standards of Title Standard 14.1.

It should be noted that the statutory method of creating survivorship rights has changed over time and careful attention to execution and recording dates is important to determine whether a conveyance created a joint tenancy with a right of survivorship. A long form deed or devise to two or more parties "as joint tenants" without any additional language regarding survivorship, "created only a common law joint tenancy with no right of survivorship", prior to 1984. The Connecticut legislature amended 47-14a that year, making any transfer to two or more parties "as joint tenants" equivalent to one creating a joint tenancy with right of survivorship, so long as the conveyance went into effect on or after October 1, 1984. The legislature amended the statute to address a discrepancy that existed regarding the use of the term "as joint tenants" in long form versus statutory short form deeds. Under C. G. S. Section 47-36a, in effect since 1975, the use of the term "as joint

tenants" in a statutory short form deed means as joint tenants with right of survivorship. The amendment to 47-14a corrected the discrepancy, such that a right of survivorship is now created whenever the phrase "as joint tenants" is used regardless of the form of deed used. Standard of Title 14.2, Comment 1.

This overview highlights the key aspects of Section 47-14a and how Connecticut law approaches co-ownership of property. Stay tuned for upcoming articles where we will delve deeper into related statutes and what they mean for property owners and practitioners alike.



## **Boundary Line Agreements and Boundary Line Adjustments in**

**New Hampshire** By: Michelle Radie-Coffin, Esq., NH State Counsel.

It is important to understand the difference between the mechanisms used when boundaries are changed, adjusted, or established in New Hampshire. Not only is the process to accomplish the intended purpose different; so, too are the actions that must be taken to avoid problems in future conveyances by deed and/or mortgage.

Boundary Line Agreements are used when a boundary line is unknown or unclear and ambiguous from the record description. Adjoining landowners may enter into a boundary line agreement essentially agreeing to establish a set property line. There is a strict statutory process that must be followed to accomplish such an agreement. NH RSA 472:1 states: *Disputed Boundary. – Whenever the boundary line between the land or estates of adjoining owners is in dispute, and the location of the same as described in the deeds of said owners or of their predecessors in title cannot be determined by the monuments and boundaries named in any of said deeds, the parties may establish said line by agreement in the following manner, and not otherwise.* RSA 472 further sets forth this strict statutory process that must be followed which includes: the placement of monuments memorializing the agreed upon boundary line; the agreement must be in writing and contain specific recitations as to the disputed line as well as a description of the agreed upon line; and the agreement must be recorded at the registry of deeds in the county where the properties are located. For a detailed description of what must be included in this recorded agreement, please see NH RSA 472:4.

In addition to the statutory requirements, NH has two title examination standards dealing with boundary line agreements:

**5-31. Boundary Line Agreement.** Where the title to two abutting properties is not in dispute, but the common boundary line cannot be determined on the ground due to loss or obliteration of monuments, a boundary line agreement is appropriate. A boundary line agreement confirming the location of that common boundary must be signed and acknowledged and comply with all requirements of RSA 472. The common boundary line must be surveyed and suitable permanent monuments placed at each end and angle as required by RSA 472:4. See *New Hampshire Dept. of Resources and Economic Development v. Dow*, 148 N.H. 60 (2002).

**10-4. Boundary Line Agreement and Plan.** A boundary line agreement and plan are defective unless all the prerequisites of RSA 472:3 are met, including actual placement of

permanent monuments as shown on the plan. See Standard 5-31 and New Hampshire Dept. of Resources and Economic Development v. Dow, 148 N.H. 60 (2002).

In contrast, a Boundary Line Adjustments (“BLA”) sometimes referred to as a “Lot Line Adjustment” is utilized when the property lines are known but abutting landowners desire to move or “adjust” their existing property lines. A BLA is typically done when a landowner seeks to create a more usable or conforming lot. Unlike a boundary line agreement, a BLA is considered a subdivision and requires planning board approval. In addition to recording an approved plan, deeds effectuating the transfer of the “adjusted” land must be obtained from the participating landowners and recorded in the appropriate registry of deeds. If the adjustment or swap of land is between the same landowner, then only the new lot-line adjustment plan must be recorded. The adjustment will be effective without a deed.

We have several title standards dealing with lot line adjustments:

5-38. Lot Line Adjustment – New Subdivision Lines Created. When parties agree to change the common boundaries as shown on a recorded plan or in a deed, a recorded, approved lot line adjustment plan constitutes a subdivision, and subsequent conveyances should be consistent with the adjusted lot line. See Standard 5-24.

5-39. Lot Line Adjustment – Deed Transfer. Where the adjacent parcels are held by more than one owner, deed or deeds of transfer are required to adjust the lot lines.

5-40. Lot Line Adjustment – Parcels of One Owner Affected. The recording of a lot line adjustment plan approved by the planning board where one owner owns both lots is effective without a deed, and a subsequent conveyance, not in accordance with the adjusted line, is an illegal subdivision. See Standard 5-24.

10-5. Lot Line Adjustment Plan. A lot line adjustment plan requires subdivision approval. See Standards 5-38, 5-39 and 5-40.

A critically important aspect to consider when your transaction involves a boundary line adjustment is to make sure the land that was part of the adjustment has been released from any mortgages or liens on the property. The lender or lenders who hold a mortgage on the land must be contacted and brought into the process. If there is a mortgage encumbering the property, that mortgage needs to be released as to the piece of land that was given to the abutter and vice versa. The partial release of the mortgage will need to be recorded in the appropriate registry of deeds. Failing this step could affect a future conveyance or refinance. Additionally, in order for an existing title policy to insure any new land acquired by the lot line adjustment, the title insurance policy will need to be amended to reflect the correct Exhibit A property description.

In sum, a boundary line adjustment differs from a boundary line agreement in several ways. First, you must obtain planning board approval and record the approved plan. Second, deeds must be obtained and recorded (unless the land affected by the adjustment is owned by the same person). Third, if a mortgage or mortgages exist, partial releases must be obtained and recorded. Finally, be sure to amend the title policy description to reflect the property to be insured.

If you have any questions when dealing with boundary line agreements or boundary line adjustments, particularly with regard to amending a policy of title insurance, please do not

hesitate to reach out to your local underwriter.



### **Stewart Supports Local Communities**

Over 600 charitable organizations nominated by Stewart employees received a donation as part of Stewart's Spring Community Service Awards. The charitable organizations below, nominated by members of the New England team, were selected as part of this Spring's giving event.

#### **Southside Community Land Trust – Providence, Rhode Island**

This organization provides resources and space for local residents to farm and to buy and sell fresh produce that is otherwise not readily available in the grocery store desert that exists in South Providence. To read more about this organization, follow this link: [About Us – Southside Community Land Trust](#)

#### **Debbie's Treasure Chest – Lawrence, Massachusetts**

Founded by three adopted children to provide aid and support for disadvantaged and at-risk families, this organization provides clothing, books, and toys, as well as brand new toiletries, scholastic tools and other necessities. To read more about this organization follow this link: [Our Story — Debbie's Treasure Chest](#)

#### **National MS Society**

The National Multiple Sclerosis Society's mission is to empower people affected by MS to live their best lives. This organization funds research, provides support and resources to people living with MS, and educates, all with the goal of curing MS. To learn more about this organization follow this link: [Who We Are: Our Mission and Values | National MS Society](#)

#### **Massachusetts General Hospital – GIVING**

The Massachusetts General Hospital (MGH) Cancer Center is committed to transforming cancer care for generations to come. MGH has a long history of innovation and impact in cancer research and care. They build on that legacy by hosting 600 open clinical trials a year, more than 37 treatment programs for children and adults, and supporting 50 laboratories at the Krantz Family Center for Cancer Research. To learn more, following this link: [Cancer - Massachusetts General Hospital Giving](#)



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