LAVERY, J., dissenting. I respectfully disagree with the majority's conclusion that General Statutes § 52-553[1] was improperly applied to the written agreement between the parties because the consideration for the agreement consisted of mutual promises to each other to share in any winnings either received. The consideration in this case was "money . . . won . . . at any game" and therefore prohibited. I would affirm the judgment of the trial court.[2]

"Consideration consists of a benefit to the party promising, or a loss or detriment to the party to whom the promise is made." (Internal quotation marks omitted.) *Christian* v. *Gouldin*, 72 Conn. App. 14, 23, 804 A.2d 865 (2002), quoting *Finlay* v. *Swirsky*, 103 Conn. 624, 631, 131 A. 420 (1925). Consideration is defined as "the reason, motive, or inducement, by which a man is moved to bind himself by an agreement." Black's Law Dictionary (7th Ed. 1999). As the trial court properly held, the motive for the promises exchanged by the parties was to split "money . . . won . . . at any game."

The plaintiff, Theresa Sokaitis, argues that § 52-553 is contrary to Connecticut's public policy because gambling has been legalized to a great degree within Connecticut. She cites the establishment of the division of special revenue in the early 1970s and the authorization of the state lottery in 1996, as evidence of the "erosion" of Connecticut's policy against gambling. The legislative history of § 52-553, however, tells a different story. Not only is it possible to trace the relevant part of this statute back to 1902,[3] but alterations were made to this statute subsequent to the institution of the Connecticut Lottery Corporation.[4] As a tenet of legislative interpretation, "[t]he General Assembly is always presumed to know all the existing statutes and the effect that its action or nonaction will have upon any one of them." (Internal quotation marks omitted.) *Viera* v. *Cohen*, 283 Conn. 412, 431, 927 A.2d 843 (2007). Because of this, we must assume that it was the intent of the legislature to continue to prohibit wagering contracts like the one at issue in this case.

Accordingly, I respectfully dissent and would affirm the judgment of the trial court.

[1] General Statutes § 52-553 provides in relevant part: "All wagers, and all contracts and securities of which the whole or any part of the consideration is money or other valuable thing won, laid or bet, at any game, horse race, sport or pastime, and all contracts to repay any money knowingly lent at the time and place of such game, race, sport or pastime, to any person so gaming, betting or wagering, or to repay any money lent to any person who, at such time and place, so pays, bets or wagers, shall be void . . . ."

[2] I am adopting some of the reasoning of the Virginia Supreme Court in *Hughes* v. *Cole*, 251 Va. 3, 465 S.E.2d 820 (1996) (holding that statute voiding contracts where part or all of consideration is money is still valid even after legislature had decriminalized bingo games and lotteries).

[3] See General Statutes (1902 Rev.) § 4531.

[4] Number 03-60 of the 2003 Public Acts updated the language of the statute, designated subsection (1) as such and added subsection (2) of the statute allowing an exception for the sale of a raffle ticket.