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The ''officially released'' date that appears near the beginning of each opinion is the date the opinion will be published in the Connecticut Law Journal or the date it was released as a slip opinion. The operative date for the beginning of all time periods for filing postopinion motions and petitions for certification is the ''officially released'' date appearing in the opinion. In no event will any such motions be accepted before the ''officially released'' date.

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FLYNN, J., dissenting in part. I concur with the affirmance of the judgment on the complaint. I respectfully dissent from the majority holding on the counterclaim found in part IV of the majority opinion. I would reverse the trial court's determination that the plaintiff's debt to the defendant Peter S. Knudsen, Jr., was due and payable.

I begin by expressing my opinion that permitting the counterclaiming Knudsen to demand payment of his note prior to the plaintiff's sale of his stock interest in his employer's corporation, which was the agreed on triggering event requiring payment, is unfair to the plaintiff. The plaintiff was induced to remain in employment at a salary reduced by $65,000 annually from what had been agreed between him and his employer, and did so until discharged. He should not be deprived of the loan terms for which he bargained which were the return consideration for that performance.

Second, I do not think *DeCarlo & Doll, Inc.* v. *Dilozir*, 45 Conn. App. 633, 698 A.2d 318 (1997), should be extended and applied to individual employment contract situations where money is lent to the employee and partial consideration in the form of accepting or, as in this case, continuing in employment has been received by the noteholder at the time of the loan. The plaintiff's agreement to remain in employment, and at a lesser salary than agreed, was that partial consideration. In contrast, *DeCarlo & Doll, Inc.*, did not involve an individual employment contract. See id. That case is further distinguishable because it was not certain that the mortgage financing event triggering payment of that consideration to the plaintiff in that case would ever happen. Id., 643.

Third, I disagree with the trial court's holding that the promise to repay was illusory and find no justification for the court's imposing a ''reasonable time'' for payment to which the parties had not agreed. Maturity of the loan and the plaintiff's obligation to pay it in full, unlike the defendant's mortgage financing in *DeCarlo & Doll, Inc.*, is an event certain to happen even though the time of its triggering is not certain. This is so if for no other reason than that upon the death of the plaintiff borrower there would be a sale or some other passing of title to the stock equivalent to a sale which would trigger the obligation to repay principal.

In order to keep the plaintiff employed by the defendant corporation as a key executive officer in his company after reducing his annual pay by $65,000 per year, the defendant Knudsen, a majority stockholder, agreed to lend the plaintiff $6500 per month without interest, which was not to be paid until the plaintiff sold his

stock. The plaintiff has never sold the stock. The defendant Knudsen got what he bargained for in that the plaintiff continued in employment at much less pay until his discharge and remained obligated to repay the note. There was nothing illusory about the plaintiff's performance. Unfortunately, if the judgment for the defendant on his counterclaim stands, there is something illusory in what the defendant promised. Instead of the debt maturing, as the parties agreed, only when the plaintiff sold his stock in the corporation which employed him, it is deemed due under the judgment in five years from the note date. This to me seems an unfair result where continued employment and a pay "giveback" was induced by the agreement that was explicit about the future event that would trigger payment.