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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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ZARELLA, J., concurring. I concur in the result reached by the majority but would base the analysis on the plain language of General Statutes § 42a-4-303 (a) and the definition of the term ''reasonable time'' contained in General Statutes § 42a-1-204.

The issue in this case can be simply stated. What is the meaning of the term ''reasonable time'' contained in § 42a-4-303 (a), a term which is defined in § 42a-1-204? Despite the lack of any possible ambiguity in the use of the term, the majority finds it necessary to reach beyond the clear text of the statute and the relevant definitions contained in title 42a of the General Statutes[1] to use the official comments to the Uniform Commercial Code (code) to analyze the issue further. This analysis highlights one of the many problems inherent in the methodology[2] first expressed in *State* v. *Courchesne*, 262 Conn. 537, 577–78, A.2d (2003), in which a majority of this court proclaimed the death of the plain meaning rule. See id., 563, 570.

The majority in the present case begins its analysis by stating that the term ''reasonable time'' contained in § 42a-4-303 (a) ''strongly suggests that the relevant time period is a reasonable time . . . .'' This truism, I would suggest, should lead the majority to conclude that the phrase ''reasonable time'' is not merely suggestive but, rather, dispositive. Any doubt that the majority had regarding this term should have been dispelled entirely, however, when it reviewed the definitions contained in title 42a of the General Statutes. Both the term ''reasonable time'' and the term ''midnight deadline'' are defined in § 42a-1-204 and General Statutes § 42a-4-104 (a) (10), respectively, and, as the majority correctly notes, those terms are not synonymous.

Undaunted by the simplicity of this analysis, the majority insists on analyzing the issue further by reference to the official comments[3] to the code as an *additional tool* of statutory construction. See id., 566. The majority states that ''[§] 42a-4-303 is [this] state's version of § 4-303 of the . . . [c]ode,'' and that § 4-303 contains the very same ''reasonable time'' provision found in § 42a-4-303. The majority further states that ''[t]he official commentary to § 4-303 is a part of the circumstances surrounding the enactment of § 42a-4-303 (a), and, as such, is relevant to the legislature's intent.''

The use of commentaries when the language of a statute is clear and unambiguous and the terms in question are statutorily defined prompts the question, ''to what end?'' If the comments accompanying the code dictated a different conclusion than that dictated by the clear text and definitions contained in the statutes,

would the majority then disregard the text and definitions in the statutes? If not, then what is the purpose of considering the comments at all in this instance? In my view, the clear and unambiguous nature of the text of the statutes demands that this court adhere to that text without further analysis. To do otherwise implies that, in the case of a conflict, this court would disregard the plain meaning of the statutes in favor of the ''circumstances surrounding'' the enactment of the code, i.e., the unadopted comments to the code. I suggest, stubbornly I admit, that the principles of statutory construction set forth in my recent dissent in *Courchesne*; see id., 633–37 (*Zarella, J.*, dissenting); derive support from the majority's rationale in the present case.

Accordingly, I concur.

[1] Title 42a of the General Statutes contains the Uniform Commercial Code, as adopted by the Connecticut General Assembly.

[2] The majority cites to *Flagg Energy Development Corp.* v. *General Motors Corp.*, 244 Conn. 126, 136–39, 709 A.2d 1075 (1998) (*Flagg*), in support of the proposition that ''[t]he official commentary to § 4-303 [of the code] is a part of the circumstances surrounding the enactment of § 42a-4-303 (a), and, as such, is relevant to the legislature's intent.'' While I recognize that the court in *Flagg* determined that comment 1 to § 2-503 of the code did not support the position that the plaintiffs espoused in that case; id., 136–37; the court in *Flagg* initially determined that title 42a of the General Statutes did not provide an express definition of the phrase ''tender of delivery'' contained in General Statutes § 42a-2-725 (2). Id., 137 (''Textually, that language [of General Statutes § 42a-2-503] does not address what constitutes a 'tender of delivery.' Nowhere else does the statutory text of article 2 of the [code] contain an express definition of the phrase.''). Unlike the court in *Flagg*, the majority in the present case is armed with a statutory definition of the term ''reasonable time,'' yet it continues to search for the meaning of that term even though neither party suggests that the definition is unclear.

[3] While the comments to the code are akin to legislative history, they are not entitled to the same weight. As commentators have noted, ''[c]ertainly the comments are not entitled to as much weight as ordinary legislative history. In some states the comments were not placed before the enacting body prior to adoption of the [c]ode. Indeed, some of the present comments were not even in existence at the time the section to which they are now appended was adopted.'' 1 J. White & R. Summers, Uniform Commercial Code (3d Ed. 1988) § 4, p. 14. Furthermore, the legislature has not officially adopted the official comments to the code as part of this state's statutory framework.