BLUE, J., concurring and dissenting. I fully agree with parts I, II, III, IV, V and VII of the very thorough opinion of the majority. It is my misfortune that I cannot agree with part VI.

The dispositive facts are set forth in the record. The plaintiff, Connecticut Light & Power Company, brought this action against four defendants—Bess Gilmore, Douglas G. Gilmore, Keith P. Gilmore and Community Club Awards, Inc. On July 8, 2004, the plaintiff filed a document infelicitously entitled "Offer To Judgment."[1] The caption of the offer names all four defendants. The text of the offer is as follows:

"Pursuant to [General Statutes] § 52-192a . . . and Practice Book § 17-14 . . . [the] plaintiff hereby offers to take judgment of the defendant in the above-captioned matter in the amount of [t]wenty-eight [t]housand [d]ollars ($28,000), and to stipulate to judgment for that sum.

"This offer is open for sixty (60) days from the date of this offer. Should the defendant fail to accept this offer within such sixty (60) day period, and the plaintiff subsequently recovers after trial an amount equal to or greater than the above sum, then the plaintiff shall be awarded by the [c]ourt twelve percent (12%) interest per annum and may award the plaintiff $350 for attorney's fees."

No defendant accepted the offer. The plaintiff subsequently withdrew its action against the defendants Douglas G. Gilmore, Keith P. Gilmore and Community Club Awards, Inc. On April 26, 2006, the jury returned a verdict for the plaintiff against the remaining defendant, Bess Gilmore (Gilmore), in the amount of $45,072.94.

The plaintiff filed a postjudgment motion for offer of judgment interest and attorney's fees. Gilmore filed a timely objection, arguing that the plaintiff had "failed to address its offer of judgment to any specific 'defendant . . . .' " The trial court squarely considered the issue presented, stating that the offer of judgment referred "only to an individual defendant in this case rather than to all defendants." It concluded that, although "[i]t would have been easier and would have clearly indicated the global nature of the offer had the [word] been defendants," the court was "constrained" by law to grant the plaintiff's motion.

The majority deems Gilmore's claim to have been abandoned on appeal and declines to review it. I respectfully disagree. Although neither party has distinguished itself in the art of legal drafting, the issue is fairly presented by the record. The issue was presented to the trial court in the form of a timely objection. The trial court squarely considered and decided the issue.

However clumsily, Gilmore has brought this issue to our attention on appeal.[2]

Gilmore's brief contains an inapt citation and falls short of professional standards. The issue nevertheless involves the interpretation of a statute that confronts trial judges (including the trial judge here) on a regular basis. The majority's decision not to review a claim on the basis of inadequate briefing is discretionary in nature. *Ward* v. *Greene*, 267 Conn. 539, 546, 839 A.2d 1259 (2004). When the issue involves the plain language of an important statute, our discretion should be exercised in favor of review. Id.

This is analogous to our practice in reviewing statutory claims falling under the plain error doctrine. Practice Book § 60-5.[3] Offer of judgment interest is a creature of statute and cannot be awarded unless it is supported by an examination of "the record." General Statutes § 52-192a(c). We can thus decide the issue by examining the record and construing the statute, over which our review is plenary. "Plain error review is . . . appropriate in matters involving statutory construction because 'the interpretation of [a] statute and the resolution of [the] issue does not require further fact finding. . . .' *Connecticut National Bank* v. *Giacomi*, 242 Conn. 17, 39, 699 A.2d 101 (1997) . . . ." (Citation omitted; internal quotation marks omitted.) *State* v. *Velasco*, 253 Conn. 210, 219 n.9, 751 A.2d 800 (2000). This case, like *Velasco*, "presents a 'strictly legal question that requires no finding of facts.' *Sicaras* v. *Hartford*, 44 Conn. App. 771, 786, 692 A.2d 1290, cert. denied, 241 Conn. 916, 696 A.2d 340 (1997) . . . ." *State* v. *Velasco*, supra, 219 n.9. Under these circumstances, neither party would be prejudiced by our review of the underlying claim. Because the claim is presented by the record, because the trial court squarely considered it and because resolution of the claim would be of assistance to trial courts, struggling—like the trial court here—to interpret § 52-192a (c), we should not decline to review it.

A consideration of the merits must begin with this court's seminal decision in *Blakeslee Arpaia Chapman, Inc.* v. *EI Constructors, Inc.*, 239 Conn. 708, 687 A.2d 506 (1997). *Blakeslee* holds that, in a case involving multiple defendants, "it is within the plaintiff's discretion whether to file a unified offer of judgment against multiple defendants or to file a separate offer of judgment against each defendant." Id., 743. *Blakeslee* establishes that a plaintiff wishing to make an offer of judgment in a case involving multiple defendants must proceed down one of two specified procedural avenues: (1) file a unified offer of judgment against all of the defendants, or (2) file a separate offer of judgment against each defendant. Id. The plaintiff here did neither.

There are four defendants listed in the caption of the offer of judgment. The offer is made to "the defendant."

Under these circumstances, the trial court could not determine, pursuant to § 52-192a (c), that the plaintiff had made a statutorily valid offer of judgment to any particular defendant.

To decide whether there has been a valid offer of judgment, courts apply the principles of contract law. See *Radecki* v. *Amoco Oil Co.*, 858 F.2d 397, 400 (8th Cir. 1988), and authorities cited therein. "The law governing the construction of contracts is well settled. . . . Where the language is ambiguous . . . we must construe those ambiguities against the drafter." (Citation omitted; internal quotation marks omitted.) *Ramirez* v. *Health Net of the Northeast, Inc.*, 285 Conn. 1, 13–14, 938 A.2d 576 (2008). Because the plaintiff drafted the offer of judgment in question, any ambiguity in the offer must be construed against the plaintiff.

Substantive contract law is instructive on the issue presented. The analogy that comes to mind is the famous case of *Raffles* v. *Wichelhaus*, 159 Eng. Rep. 375 (Ex. 1864). The defendant in *Raffles* offered to buy one hundred twenty-five bales of cotton "to arrive ex 'Peerless' from Bombay." Unhappily for the parties, but happily for future generations of law professors, there were two ships called the "Peerless" sailing from Bombay at different times. Because the contract failed to show which particular ship called the "Peerless" was meant, it had a latent ambiguity, and under the circumstances, the ambiguity was fatal to the validity of the contract. Similarly, in the present case, there were four parties called "the defendant." The ambiguity as to which particular party called "the defendant" was designated by the offer is fatal to the validity of the offer.

The difficulty here is, if anything, greater than in the somewhat more conventional contract problem considered in *Raffles*. In *Raffles*, the offeree would have been free to reject the offer without running the risk of incurring liability as a result. A party who receives an offer of judgment, however, is in a different position because the offer has a binding effect when *declined* as well as when accepted. This results from the penalty provision of § 52-192a (c), which becomes operative if "the defendant failed to accept." Thus, even more than in the *Raffles* scenario, the recipient of an offer of judgment "needs to have a clear understanding of the terms of the offer in order to make an informed decision whether to accept it." *Radecki* v. *Amoco Oil Co.*, supra, 858 F.2d 403.

In contract cases involving *agreement*, courts try to effectuate the agreement of the parties. Thus, in the *Raffles* scenario (which involved an acceptance as well as an offer), if both parties intend the same ship Peerless, there is a contract notwithstanding the latent ambiguity. 1 Restatement (Second), Contracts § 20, p. 60, illustration (1) (1981). Where an offer is *not* accepted, however, there is no agreement to enforce.

General Statutes § 52-192a (c) requires the trial court to "examine the *record* to determine whether the plaintiff made an offer of [judgment] which the defendant failed to accept." (Emphasis added.) The statutory requirement of an examination of "the record" makes it clear that the legislature intended to give the court a ministerial task. In a *Raffles*-like contract case of offer and acceptance, the court would hold an evidentiary hearing to determine whether the parties did or did not intend the same ship Peerless. Such an inquiry would not be appropriate in a § 52-192a (c) proceeding, where the court is statutorily limited to "the record." If the offer of judgment is patently ambiguous, the court cannot enforce it.

The offer of judgment here was patently ambiguous with respect to "the defendant" designated in the offer. In the absence of a "clear baseline"; *Gavoni* v. *Dobbs House, Inc.*, 164 F.3d 1071, 1076 (7th Cir. 1999); there was no valid offer for the trial court to enforce pursuant to § 52-192a (c).

I would reverse on this issue.

[1] The title was plainly a scrivener's error for "offer of judgment," the accepted nomenclature for offers pursuant to General Statutes (Rev. to 2003) § 52-192a (a) at the time of the offer here. Since 2005, offers of this description have been referred to as "offers of compromise." Public Acts 2005, No. 05-275. Because the operative facts here occurred in 2004, the more traditional term "offer of judgment" will be employed.

[2] Gilmore's brief states that "[t]he defendant was never made an offer of judgment, as the offer of judgment was made only to the 'defendant' as to four defendants, and there was no unified offer of judgment."

[3] I agree with footnote 26 of the majority opinion that the plain error doctrine is a rule of reversibility rather than reviewability. For reasons stated in the text, the claim in question has sufficiently been claimed both in the trial court and on appeal to be reviewable. Because the trial court's ruling was demonstrably wrong, it is also reversible. The "reversible rather than reviewable" doctrine means that the plain error rule will not be applied "to review a ruling that is not even arguably incorrect in the first place." *State* v. *Cobb*, 251 Conn. 285, 343 n.34, 743 A.2d 1 (1999), cert. denied, 531 U.S. 841, 121 S. Ct. 106, 148 L. Ed. 2d 64 (2000). That is simply not the situation here.