

THERESA SOKAITIS v. ROSE BAKAYSA, AC 28099

Judicial District of New Britain

Wagering Contracts; General Statutes § 52-553; Whether Agreement to Share Winnings from Lottery and Casino Games is Unenforceable Under § 52-553. The plaintiff and defendant are sisters who, on April 12, 1995, signed an agreement to share equally in any winnings that either received from "slot machines, cards, at Foxwoods casino, and lottery tickets, etc." On June 20, 2005, the defendant's brother presented the winning Powerball lottery ticket from the June 18, 2005 drawing to Connecticut lottery officials. He indicated that he shared the winning \$500,000 ticket with his sister, the defendant. He and his sister each received a lump sum payout of \$249,999, less an amount for federal tax withholding. Subsequently, the plaintiff commenced the instant breach of contract action, claiming that she was entitled under the agreement to an equal share of the defendant's winnings. The defendant then moved for summary judgment based on General Statutes § 52-553, which declares wagering contracts to be void. The court concluded that the agreement was a wagering contract. Moreover, it rejected the plaintiff's argument that, since the legislature has approved certain forms of legal gambling subsequent to the enactment of § 52-553, the statute now should apply only to contracts that involve illegal gambling. The court noted that the language of the statute applies to "any game" and that the legislature has not repealed the prohibition on enforcement of wagering contracts. Concluding it could not enforce the contract between the parties, the court granted the motion for summary judgment. The plaintiff then filed the instant appeal. She claims that the agreement was not a wagering contract. She further asserts that even if it was such a contract, § 52-553 does not apply because the gaming activities that the agreement covers are legal gaming activities, which, beginning in 1971, have been authorized by various statutes and are not contrary to public policy. Moreover, she contends that § 52-553, to the extent that it would void agreements to share proceeds from legal gambling, has been repealed by implication because of subsequent legislation. The defendant responds that § 52-553 applies to render the agreement unenforceable. She points out, among other things, that § 52-553 was amended by Public Acts 2003, No. 03-60, after the other gaming statutes were enacted, and that the legislature left intact the language concerning the voiding of wagering contracts.