

****Title:** Gotesco Investment Corporation vs. Gloria E. Chatto and Lina Delza Chatto******

****Facts:****

On June 4, 1982, Gloria E. Chatto and her daughter Lina Delza Chatto went to Superama I theater, owned by Gotesco Investment Corporation, to watch a movie. Despite having balcony tickets, the theater was so crowded they couldn't find seats. Shortly after their arrival, the balcony's ceiling collapsed, causing chaos and injuries to patrons, including the Chattos. They sought immediate medical attention, initially at the nearby FEU Hospital and then at UST Hospital. Gloria Chatto later traveled to the U.S. for further medical treatment due to persisting pains.

Gotesco contended the collapse was due to force majeure, asserting there were no construction or structural defects. The case progressed from the Regional Trial Court of Cebu, which found Gotesco liable for damages, to the Court of Appeals, which affirmed the trial court's decision. Gotesco then elevated the case to the Supreme Court on the grounds that the evidence presented was inadmissible and that due diligence in building maintenance was not considered.

****Issues:****

1. Whether the Court of Appeals erred in admitting certain pieces of evidence.
2. Whether the collapse of the theater's balcony ceiling was due to force majeure or construction defects.
3. Whether Gotesco Investment Corporation exercised due diligence in maintaining the building.

****Court's Decision:****

The Supreme Court found no merit in Gotesco's petition. It held that the collapse was not due to force majeure since Gotesco failed to prove absence of construction defects and adequate maintenance. Rather, the collapse, occurring only four years after construction, suggested negligence on the part of Gotesco. The Court also ruled that petitioner's objections to the evidence were not timely made, thereby deeming them admissible. Furthermore, the evidence objected to was not solely the basis of the damage awards, which were sufficiently supported by testimonial evidence.

****Doctrine:****

1. Owners of public venues implicitly warrant the safety of their premises for their intended use.

2. Where an event occurs that would not ordinarily happen if those in control exercised proper care, a presumption of negligence arises.

****Class Notes:****

- ****Doctrine of Implied Warranty:**** Venue owners are presumed to guarantee the safety of their premises for their patrons.
- ****Presumption of Negligence:**** Occurrence of an accident in a context that is under exclusive control of a party and wouldn't have happened if due diligence was exercised, presumes negligence on part of that party.
- ****Admissibility of Evidence:**** Failure to timely object to the admissibility of evidence can result in the waiver of such objections.
- ****Force Majeure:**** To claim exemption from liability under force majeure, one must demonstrate no negligence on their part and that the event was unforeseeable and irresistible.

****Historical Background:****

The Gotesco Investment Corporation vs. Gloria E. Chatto and Lina Delza Chatto case is emblematic of the legal obligations of property owners to ensure the safety of their premises, especially those open to the public. It also underscores the Philippine judicial system's approach to evidence admissibility and the doctrine of presumed negligence, shaping future jurisprudence on liability and diligence standards for public venues.