

TRANQUILINO RUBIS, PLAINTIFF AND APPELLANT, VS. THE PHILIPPINE CHARITY SWEEPSTAKES, DEFENDANT AND APPELLEE.

G.R. No. 46686. September 22, 1939

Ponente: LAUREL, J.

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LAUREL, J.:

On March 4, 1938, Tranquilino Rubis filed an action against the Philippine Charity Sweepstakes in the Court of First Instance of Leyte for the recovery of P1,000, corresponding to one unit of ticket No. 281945 which won the fifth prize in the draw held in the City of Manila on September 8, 1937.

The complaint alleges that the plaintiff is the owner of a unit of ticket No. 281945 which he bought from the defendant in September, 1937; that the plaintiff lost it in one of the passenger cars of the Leyte Land Transportation Co., Ltd., while making trips as an inspector; that the said ticket won the fifth prize and thereby entitled the plaintiff to a participation of P1,000; and that formal notification of loss and demand for payment were made to the defendant.

The plaintiff attempted to establish by his own testimony his ownership of the ticket and its loss, but the trial court, upon timely objection by the defendant, ruled that inasmuch as the ticket contained the condition that "Prizes of tickets sold locally will be paid to holder of ticket upon surrender of same" secondary evidence is inadmissible.

Neither oral nor documentary evidence was introduced for the defendant and evidently full reliance was had in the legal defense set up in its answer that the surrender of the sweepstake ticket was a condition precedent to the payment of the prize to the holder.

After trial, the court, on October 1, 1938, dismissed the complaint without any pronouncement as to costs.

It is clear that the only question involved is whether or not secondary evidence may be admitted to establish the ownership of the ticket and its loss. This point has been set at rest in the case of *Santiago vs. Millar* (38 Off. Gaz., 816) where we said:

"The question thus presented is new in this jurisdiction and no enlightenment could be had from foreign sources. We are of the opinion, however, that the present controversy may be disposed of by the application of general principles, having in view the difficulties pointed out in his decision by the trial court. Ticket No. 0293020 bears the notation therein that 'prizes of tickets sold locally will be paid to holder of ticket upon surrender of same.' This means that to collect the prize the ticket must be presented. The presentation or surrender of the ticket is a condition precedent of payment. The contract is aleatory in nature (art. 1790, Civil Code), and the contracting parties may establish any agreements, terms and conditions they may deem advisable, provided they are not contrary to law, morals, or public order (art. 1255, Civil Code). Obligations arising from contract shall have the force of law between the contracting parties and must be performed in accordance with their stipulations (art. 1091, Civil Code; *Hanlon vs. Haussermann and Beam*, 41 Phil., 276)."

In view of the foregoing, the judgment of the lower court is hereby affirmed, without pronouncement as to costs.

So ordered.

Avanceña, C. J., Villa-Real, Imperial, Diaz, Concepcion, and Moran, JJ., concur.

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