

[1980–87 Gib LR 344]**ALBA v. ATTORNEY-GENERAL**

COURT OF APPEAL (Spry, P., Blair-Kerr and Briggs, J.J.A.):
March 6th, 1986

Gambling—lotteries—lost or destroyed ticket—confiscated ticket—conditions of Lotteries Regulations (cap. 64), regs. 10 and 10A not complied with and no payment of prize money if winning ticket not presented because confiscated by Customs authorities and purchaser fails to make statutory declaration of loss of ticket prior to draw

Gambling—lotteries—lost or destroyed ticket—confiscated ticket—refusal to pay out on winning lottery ticket confiscated by Spanish Customs not indirect enforcement of Spanish penal or revenue law prohibiting importation of foreign lottery tickets

The plaintiff brought proceedings against the Attorney-General in the Supreme Court to recover the lottery prize money to which she alleged her ticket entitled her.

The plaintiff resided in Spain but whilst in Gibraltar purchased a ticket for the Gibraltar Government Lottery which was confiscated on her return to Spain by the Spanish Customs authorities acting in accordance with Spanish law. When the lottery was drawn, it transpired that the confiscated ticket was the winning ticket, but it was not until a week after the draw that the plaintiff reported the confiscation to the Treasury in Gibraltar and lodged a formal claim to the prize money supported by a statutory declaration. The Accountant-General of Gibraltar refused to pay the prize money to her and also refused a claim from a representative of a Spanish Bank, presumably acting on behalf of the Spanish Government. The plaintiff then brought proceedings against the Attorney-General to recover the prize money and the Attorney-General issued an interpleader summons, naming the additional claimants to the prize money as Banco Exterior de España and the head of the Customs section at La Linea. The claimants were served with notice of the proceedings but failed to appear and as a result, orders were made debarring them from pursuing their claims. The action then proceeded between the plaintiff and the Attorney-General but the plaintiff was unsuccessful in the proceedings in the Supreme Court (reported at 1980–87 Gib LR 335).

On appeal, the appellant submitted that (a) the refusal by the Accountant-General to pay the prize money to her amounted to an indirect enforcement of the penal or revenue law of Spain which prohibited the

importation of lottery tickets; (b) the Gaming Ordinance (*cap.* 64) and the Lottery Regulations (*cap.* 64) were not exhaustive and did not provide a complete code to govern all circumstances including the facts of the present case; (c) there was an implied term in the contract between herself and the Government which provided that, if the Government had proof that she had purchased the winning ticket, it could pay her the prize money even if, after the draw, she could not produce that ticket; and (d) alternatively, the contract could be regarded as having become frustrated and the court should exercise its powers under the Contract and Tort Ordinance (*cap.* 32) to adjust the rights of the parties to the contract.

The Government of Gibraltar did not itself claim to be entitled to the prize money.

Held, dismissing the appeal (Spry, P. dissenting):

(1) The appellant could not recover the prize money as she could not bring herself within the provisions of the Gaming Ordinance (*cap.* 64) and the Lotteries Regulations (*cap.* 64). By refusing to pay out the prize money, the Government of Gibraltar was not directly or indirectly enforcing Spanish penal or revenue law prohibiting the importation of lottery tickets into Spain. The only issue was whether the appellant could bring herself within Gibraltar law, under which regs. 10 and 10A of the Lotteries Regulations (*cap.* 64) were sufficient to govern the situation. Regulation 10 required the appellant to present her ticket in order to be entitled to the prize money, and reg. 10A stated that if her ticket were lost or destroyed she would have to make a statutory declaration before the prize draw in order to remain entitled to claim the prize money. As the appellant had done neither of these things, she was not entitled to the prize money (*per* Briggs, J.A., at paras. 29–31; *per* Blair-Kerr, J.A., at para. 34; paras. 41–42).

(2) A term could not be implied into the contract between the appellant and the Government to the effect that if the Government had proof that she had purchased the winning ticket it could pay her the prize money without her producing the ticket. Such a term was obviously not part of the contract when it was made, nor essential to its validity, as it would have been contrary to the terms of regs. 10 and 10A of the Lotteries Regulations. The legislation was specifically made simple, as it was the intention of the legislature that neither the financial officers of the Government, nor the courts, should be burdened with litigation between rival claimants to prize money who raised arguments as to beneficial ownership or otherwise (*per* Briggs, J.A., at paras. 32–33; *per* Blair-Kerr, J.A., at para. 35)

(3) The doctrine of frustration was also irrelevant; frustration only applied to situations in which the performance of the contract was prevented by an event outside the control of the parties. In this case, the appellant's inability to claim the prize money arose as a result of her having voluntarily taken the ticket from Gibraltar to Spain in breach of

Spanish law (*per* Briggs, J.A., at para. 33; *per* Blair-Kerr, J.A., at para. 36).

Cases cited:

- (1) *Att. Gen. (N.Z.) v. Ortiz*, [1982] 3 W.L.R. 570; [1982] 3 All E.R. 432; [1982] 2 Lloyd's Rep. 224, considered.
- (2) *Shirlaw v. Southern Foundries (1926) Ltd.*, [1939] 2 K.B. 206; [1939] 2 All E.R. 113, *dicta* of Mackinnon, L.J. applied.

Legislation construed:

Gaming Ordinance (Laws of Gibraltar, *cap.* 64), s.9: The relevant terms of this section are set out at para. 14.

Lotteries Regulations (Laws of Gibraltar, *cap.* 64), reg. 10: The relevant terms of this regulation are set out at para. 15.

reg. 10A: The relevant terms of this regulation are set out at para. 15.

reg. 11: The relevant terms of this regulation are set out at para. 15.

A.A. Vasquez for the appellant;

D. Azopardi for the Attorney-General.

1 **SPRY, P.:** The facts out of which this appeal arises are simple. The appellant is a Spanish national and a resident of Spain. On a visit to Gibraltar, she bought a ticket for the Gibraltar Government Lottery. On her return to Spain, she was searched by the Spanish Customs authorities and the ticket was discovered. As the importation of lottery tickets into Spain is prohibited, the ticket was confiscated and the appellant was charged with and convicted of an offence.

2 When the lottery was drawn, the winning number was that which appeared on the confiscated ticket. A week later, the appellant went to the Treasury in Gibraltar and reported the confiscation of the ticket. Later, she lodged a formal claim in writing, supported by a statutory declaration. Shortly after the visit by the appellant and on the same day, a representative of the Banco Exterior de España S.A. called on the Accountant-General, produced the ticket and attempted to claim the prize.

3 In these circumstances, the Accountant-General refused payment and sought the advice of the Attorney-General. He was advised that the solicitors for the appellant had indicated that they were going to institute proceedings against the Government and the Attorney-General said that in that event, he would interplead the Spanish authorities.

4 After some abortive proceedings, a writ for a declaratory judgment was issued, naming the Attorney-General as defendant, and the Attorney-General took out an interpleader summons, naming as claimants Banco Exterior de España S.A. and the head of the Customs section at La Linea.

5 The claimants were duly served but failed to appear and orders were made in due course debarring them from pursuing their claims. The action then proceeded between the appellant and the Attorney-General on an agreed statement of facts. I should say here that the attitude of the Attorney-General, both in the Supreme Court and in this court, has been more that of an *amicus curiae* than of a party. The Government of Gibraltar has not put forward a claim to be entitled to the prize money.

6 The learned trial judge (Alcantara, A.J.) began his judgment by saying that, as the Spanish authorities were debarred from proceeding, the only question for decision was whether or not the appellant was entitled to the prize money. He accepted a submission that the sale and purchase of a lottery ticket effects a contract between the Government and the buyer but rejected the argument, however, that the contract should be interpreted on the general principles of the law of contract, rather than according to the Lotteries Regulations. He held that the rule that the English courts will not enforce the penal, revenue and public laws of foreign countries was irrelevant, since the Spanish authorities were no longer parties. He decided that the matter was governed by regs. 10 and 10A of the Lotteries Regulations (*cap.* 64), that the appellant could not bring her claim within either of those regulations and therefore that her claim must fail.

7 The judge added a comment on the procedure that had been followed, remarking that he had not had the benefit of hearing the Attorney-General on the effect of reg. 11 of the Lotteries Regulations. At the hearing of the appeal, Mr. A.A. Vasquez appeared for the appellant and Mr. D. Azopardi for the Attorney-General.

8 The main theme of Mr. Vasquez's argument was that the sole cause of the appellant's failure to produce the winning ticket and receive the prize money was the confiscation of the ticket by the Spanish authorities. Those authorities had been acting in enforcement of Spanish laws regulating imports and exports; these are laws which qualify as "public" laws within the meaning of the word as used in cases such as *Att. Gen. (N.Z.) v. Ortiz* (1). Therefore, if the appellant is deprived of her prize, the court will indirectly be enforcing the public laws of Spain.

9 I think that would have been a valid argument had the issue been fought between the appellant and the claimants named in the interpleader summons. I do not think the argument has any real relevance when the Spanish authorities are not before the court and the only issue is whether the appellant can establish a valid and enforceable claim to the prize money. I agree with the decision of the trial judge on this issue.

10 Mr. Vasquez also argued that the case requires a broader approach than that of the trial judge and in particular that the present circumstances were not envisaged when the Gaming Ordinance (*cap.* 64) was enacted and are not covered by its provisions. He argued that a term should be

implied into the contract providing for payment of the prize money in circumstances where production of the winning ticket is impossible, or alternatively, that the court should treat the contract as frustrated and exercise its powers under the Contract and Tort Ordinance (*cap.* 32) to adjust the rights of the parties to the contract.

11 I can dispose quickly of the last two points. I reject completely Mr. Vasquez’s argument for an implied term in the contract, applying the test used by Mackinnon, L.J. in *Shirlaw v. Southern Foundries (1926) Ltd.* (2) ([1939] 2 K.B. at 227). Suppose, before buying her ticket, the appellant had asked the Accountant-General whether, in the event of her ticket being confiscated by the Spanish authorities, she would still be paid any prize money. Looking at the general tenor of the Lotteries Regulations, I think it is at least possible that the reply would have been that the Accountant-General would have said that he needed to take legal advice. I cannot believe that the reply would have been “Of course.”

12 Equally, I reject the argument based on the doctrine of frustration. That doctrine applies where the performance of a contract is prevented by some happening which is outside the control of the parties. Here, the appellant brought her troubles on her own head. Her difficulties arose entirely as the result of her taking the ticket from Gibraltar to Spain in breach of Spanish law. She has never suggested that she did not know she was breaking the law. She cannot now be heard to say that the contract was frustrated by the action of the Spanish authorities, a risk which she elected to take.

13 I should perhaps add that Mr. Vasquez made a point of the fact that the Government of Gibraltar gives no warning to Spanish visitors that lottery tickets are liable to forfeiture. Whatever arguments may be advanced in favour of giving some warning, I do not consider that there is any duty on the Government to do so.

14 The question of the sufficiency of the legislation is more difficult. Section 9 of the Gaming Ordinance (*cap.* 64) provides for the making of regulations, as follows:

“(1) The Governor may make regulations prescribing all matters which are necessary or convenient to be prescribed for giving effect to the foregoing provisions of this Part and in particular—

...

- (e) for prescribing the time within which and the manner in which prizes shall be claimed;
- (f) for providing for the disposal of unclaimed prizes or money or of prizes or money as to which any dispute has arisen;

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(2) Regulations made under this section may prescribe that in certain events to be specified and after such time as shall be specified the proceeds of unclaimed prizes shall be forfeited to Her Majesty and paid into the Consolidated Fund.”

15 In exercise of those powers, the Lotteries Regulations were made, which, in so far as is relevant, provide:

“10. Prizes shall be paid by the Financial and Development Secretary in respect of winning tickets, and shares of tickets, in a lottery in accordance with the following provisions:—

- (a) payment shall be claimed by presenting and delivering up the ticket or share in respect of which the claim is made at the place and during the hours appointed for the purpose in the notice published in pursuance of regulation 6;
- (b) payment shall be claimed within six months after the date of the draw at which the ticket in respect of which or a share of which the claim is made was declared a winning ticket;
...
- (d) payment shall be made to the person who presents the ticket or share for payment of the prize or portion of the prize won by that ticket or share, as the case may be, and such payment shall absolutely discharge the Financial and Development Secretary the Government, its servants and agents in respect of the payment of that prize or that portion of that prize, as the case may be.

10A. Notwithstanding anything contained in regulation 10, where any ticket or share has been lost or destroyed and such ticket or share is a prize winning ticket or share, then the prize shall be paid in respect of such ticket or share by the Financial and Development Secretary if—

- (i) a statutory declaration to the effect that such ticket or share has been lost or destroyed has been made and lodged with the Financial and Development Secretary before the draw in which such ticket or share won a prize takes place; and
- (ii) no prize has been paid in respect of such ticket or share in the six months next succeeding such draw.

11. If payment of a prize or portion of a prize is not claimed in the manner and within the period prescribed by regulation 10, and if the number of the ticket in respect of which the prize or portion thereof was payable has been duly published as provided in regulation 9, the

proceeds of that prize or portion thereof, as the case may be, shall upon the expiry of the prescribed period be forfeited to Her Majesty and paid into the Consolidated Fund.”

16 Mr. Vasquez criticized the Ordinance and the Regulations, arguing that they do not cover every contingency. He instanced the situation where a thief steals a ticket and then presents it for payment. While I agree that the Regulations are not exhaustive, I think this particular criticism is without merit. It is obvious that the legislature did not wish the financial officers of the Government to be burdened with arguments as to beneficial interests in tickets and they took the simple course of saying that payment would be made against production of a ticket and that such payment would afford the Government an absolute discharge. The thief would therefore be paid and the true owner of the ticket would have to seek relief against the thief, not against the Government. On the same principle, had the representative of the Banco Exterior de España S.A. arrived in Gibraltar ahead of the appellant, he would no doubt have received payment and the appellant would have had no claim against the Government. Whether the procedure is too inflexible is not a matter for this court.

17 So far as the present appeal is concerned, reg. 10A may be eliminated immediately, because no statutory declaration was lodged with the Financial and Development Secretary before the draw. Similarly, reg. 11 cannot apply because the ticket was produced and a claim was made within the prescribed time, and it is immaterial that the claim was not made by the appellant.

18 Regulation 10 remains and, as I have said, the trial judge thought the appellant could not succeed because she had not complied and cannot comply with para. (a). With respect, I do not think the matter is quite so simple. Regulations 10 and 11 will normally be read together, with reg. 10 prescribing the procedure and reg. 11 providing the sanction. If reg. 11 does not apply, there is no sanction. To say that failure to comply with the procedural requirements of reg. 10 results in forfeiture is to say that reg. 11 is unnecessary. Moreover, I do not think it would be proper to imply forfeiture in circumstances where there is no provision for it, when there is an express provision for forfeiture which does not apply. It seems to me that where reg. 11 does not apply, inability to comply with reg. 10 may make a claim unenforceable but not invalid.

19 Taking the matter a stage further, s.9(1)(f) of the Ordinance empowers the Governor to make regulations “for providing for the disposal of unclaimed prizes or money or prizes or money as to which any dispute has arisen.” That clearly recognizes that there may be disputes that fall within the ambit of the legislation. There is no regulation that provides for the determination of such disputes, but that cannot mean that they cannot be determined.

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20 I think it is clear that there is a dispute as to the prize money, since it is claimed by two, or it may be three, claimants; indeed it was because there was a dispute that the prize money was not paid out to the Banco Exterior de España S.A. The Spanish authorities may be debarred from pursuing their claim in the Supreme Court of Gibraltar but there is no evidence that they have abandoned it. I think the matter came quite properly before the Supreme Court and that it was for the court to decide it on its merits; I think the procedural matter of reg. 10(a) was no longer relevant.

21 The trial judge was in the unusual position that, although there was a dispute, there was only one claim before him. The Spanish authorities had been debarred and the Government of Gibraltar was making no claim to the prize money, although it would, of course, fall into the public purse if no claim succeeded. What then are the merits of the appellant's case?

22 It is not disputed that she bought the ticket that bore the winning number and she made a claim within the prescribed time. She could not produce the ticket, but a lottery ticket is, in my opinion, nothing more than evidence of a claim to participate in the chances of a lottery. This is consistent with the definition of "ticket" in the Gaming Ordinance (*cap.* 64), a definition derived from the English Betting, Gaming and Lotteries Act 1963. Neither an administrative act done in Spain, nor a criminal prosecution there could affect property rights in Gibraltar, nor could the confiscation of a piece of evidence.

23 I think that the claim by the Spanish authorities excluded reg. 11, thus preventing the money being forfeited to the Crown, and, by creating a dispute, took the matter outside the Lotteries Regulations and gave the court power to consider the merits, otherwise the appellant would have had an unenforceable claim. I think, with respect, that the learned trial judge was wrong and I would allow the appeal.

24 **BRIGGS, J.A.:** The appellant is a Spanish national, resident in Spain. In December 1983, she purchased a lottery ticket in the Gibraltar Government Lottery Draw. That ticket was confiscated by the Spanish Customs authority upon the appellant's return to Spain, in accordance with the law of Spain. The appellant was later found guilty of an offence under Spanish law and she was fined. The ticket in question was the winning ticket in the draw which was held on December 12th, 1983. The prize money was £20,000. The appellant claimed this sum from the Government of Gibraltar on December 19th, 1983.

25 On the same day, Mr. Emilio Vaca Barquillo produced the winning ticket and requested payment of the prize money. The Accountant-General of Gibraltar refused, however, to pay Mr. Barquillo because of the

appellant's claim which preceded his. The prize money has never been paid out. It still remains in Government hands.

26 The appellant made a statutory declaration setting out the facts and claiming the prize money. This was dated December 21st, 1983 which, of course, was after the draw. The appellant brought proceedings against the Government of Gibraltar for the recovery of the prize money. The learned trial judge found that the appellant could not, in law, succeed with her claim. She has appealed against that decision.

27 The provisions governing the paying out of prize money are very clearly laid down in the Lotteries Regulations (*cap.* 64) made under the Gaming Ordinance (*cap.* 64). Regulations 10 and 10A are the two regulations concerned. They read as follows:

“10. Prizes shall be paid by the Financial and Development Secretary in respect of winning tickets, and shares of tickets, in a lottery in accordance with the following provisions:—

- (a) payment shall be claimed by presenting and delivering up the ticket or share in respect of which the claim is made at the place and during the hours appointed for the purpose in the notice published in pursuance of regulation 6;
- (b) payment shall be claimed within six months after the date of the draw at which the ticket in respect of which or a share of which the claim is made was declared a winning ticket;
- (c) no payment shall be made before the day next following that of the draw at which the prize winning ticket was drawn, or, if that day is a Sunday or public holiday, before the next following day not being a Sunday or a public holiday;
- (d) payment shall be made to the person who presents the ticket or share for payment of the prize or portion of the prize won by that ticket or share, as the case may be, and such payment shall absolutely discharge the Financial and Development Secretary, the Government, its servants and agents in respect of the payment of that prize or that portion of that prize, as the case may be.

10A. Notwithstanding anything contained in regulation 10, where any ticket or share has been lost or destroyed and such ticket or shares is a prize winning ticket or share, then the prize shall be paid in respect of such ticket or share by the Financial and Development Secretary if—

- (i) a statutory declaration to the effect that such ticket or share has been lost or destroyed has been made and lodged with

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the Financial and Development Secretary before the draw in which such ticket or share won a prize takes place; and

- (ii) no prize has been paid in respect of such ticket or share in the six months next succeeding such draw.”

28 The appellant has not been able to bring herself within the ambit of reg. 10 because she is not in possession of the lottery ticket. Nor can she succeed under reg. 10A because her statutory declaration was not made prior to the draw but subsequent to it.

29 The first ground of appeal argued before us was that the refusal to pay out the prize money to the appellant had the effect of indirectly enforcing the penal or revenue law of Spain. The Spanish law in question is concerned with the confiscation of foreign lottery tickets. It is a revenue law. I do not think that the refusal to pay out the prize money to the appellant can be said to be an enforcement of that law by the Government of Gibraltar directly or indirectly. There is no suggestion that the Government of Spain is attempting to enforce its penal or revenue laws in Gibraltar. That Government is not a party to these proceedings.

30 The position is that the appellant cannot bring herself within the law of Gibraltar so as to be entitled to payment of the prize money. With due respect to counsel for the appellant, I do not think that the cases he quoted on this point are of any assistance, as I do not think that there is any question of the enforcement of any Spanish law either directly or indirectly.

31 The second submission made on behalf of the appellant was that the Gaming Ordinance (*cap.* 64) and the Lottery Regulations (*cap.* 64) are not exhaustive and do not provide a complete code to cover all contingencies including the present facts. I do not agree with that submission. The provisions of regs. 10 and 10A are mandatory and specific. The two regulations are binding on the Government as well as the appellant.

32 The only other ground of appeal with which I wish to deal is the submission that the contract made by the appellant with the Government, when she purchased her ticket, should be read as if there were an implied term in that contract that if the purchaser of the winning ticket cannot produce that ticket after the draw, the Government must pay or is entitled to pay the owner of the ticket, provided, of course, that the Government knows who the owner is. It is accepted, in this case, that the owner of the winning ticket is the appellant. In those circumstances, it is argued that the Government should pay her even though she cannot produce the ticket.

33 In my view, no such implied term should be read into the contract between the ticket owner and the Government. No such implied term is necessary as part of a valid contract between the parties. Indeed, to imply such a term would be contrary to the law, namely, contrary to regs. 10 and

10A of the Lottery Regulations. In my view, the Accountant-General acted correctly when he acted in accordance with the specific provisions of the written law. The Government was legally entitled not to pay out the prize money to the appellant. I would dismiss this appeal.

34 **BLAIR-KERR, J.A.:** I have had the privilege of reading in draft the judgments of the President and Briggs, J.A. In the court below, the only issue was whether the appellant could establish a valid and enforceable claim to the prize money. The Spanish authorities were not before the court. There was no suggestion that they were attempting to enforce their revenue or penal laws in Gibraltar and I agree that by holding that the appellant was not entitled to the prize money, the learned judge was not indirectly enforcing the revenue or penal laws of Spain.

35 I too disagree with the submission of Mr. Vasquez that there should be a term implied into the contract providing for payment of the prize money in circumstances where production of the winning ticket is impossible. The test of what should be implied in a contract was stated by Mackinnon, L.J. in *Shirlaw v. Southern Foundries (1926) Ltd. (2)* ([1939] 2 K.B. at 227) in these words: “*Prima facie* that which in any contract is left to be implied and need not be expressed is something so obvious that it goes without saying.”

36 In the alternative, Mr. Vasquez submitted that the court should regard the contract as frustrated. I agree that that argument cannot be sustained for the reasons given by the President. Regulation 10A has no application to the present case.

37 First, it is doubtful whether the ticket has been “lost.” But, in any event, the appellant’s statutory declaration was not lodged with the Financial and Development Secretary before the draw. The draw took place on December 12th, 1983. If, on December 19th, 1983, Mr. Emilio Vaca Barquillo had arrived at the Government Secretariat before the appellant, presumably he would have received the prize money. He was not paid because the appellant had, earlier in the day, purported to claim the prize money and had informed the Treasury authorities of the reason for her inability to present and deliver the winning ticket. But there is no doubt that on December 19th, 1983, Mr. Barquillo did make a claim in accordance with the provisions of para. (a) of reg. 10. Therefore, reg. 11 does not apply.

38 Section 9(1)(f) of the Gaming Ordinance empowers the Governor to make regulations “for providing for the disposal of unclaimed prizes or money or of prizes or money as to which any dispute has arisen.” No regulations for this purpose have been made. In my view, there is now no dispute as between rival claimants for the prize money. The Government of Gibraltar is not claiming the money. Throughout these proceedings the

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Attorney-General has adopted a neutral attitude. It was he who caused the interpleader summons to issue. Although the Spanish Customs authorities were served with the summons, they have never made a claim and they did not appear at the hearing of the summons.

39 As I have said, on December 19th, 1983, the Spanish bank official (Barquillo) did make a claim, not for himself but on behalf of an “unnamed client.” The “unnamed client” may, of course, have been the Spanish Customs Officer who was responsible for confiscating the ticket—we don’t know. We have no knowledge of how that ticket came to be in the hands of the bank official. All we can say is that he represented himself as acting as agent for someone.

40 The fact that neither he, nor anyone from the Spanish Customs at La Linea appeared at the hearing of the interpleader summons, and that no action has been taken since December 1984 to appeal the judge’s orders debaring them from pursuing any claim they might have, is strong reason for thinking that they have now abandoned the claim.

41 I am inclined to agree with my brother, Briggs, J.A., and the judge in the court below (Alcantara, A.J.). As it seems to me, the intention of the legislature was that the financial officers of Government, and perhaps the courts, should, so far as possible, not be burdened with litigation as between rival claimants to prize money, raising arguments as to beneficial ownership or otherwise. As the President has said, they took the simple course of saying that payment would be made to the person who presented and delivered up the winning ticket. Without a simple provision of this nature, I apprehend that it might be difficult to operate satisfactorily a Government lottery.

42 The appellant was unable to claim the prize money in the manner prescribed by para. (a) of reg. 10, and her claim necessarily failed. I too would dismiss the appeal.

Appeal dismissed.
