

Facts of palese v. delaware state lottery office

[Law](#)



Facts of Palese v. Delaware State Lottery Office

In the case, Palese v. Delaware State Lottery Office, 1546-N, Robert Palese had bought 5 Delaware State Lottery tickets in one of the liquor stores in Delaware, Newark. Palese, using the play slip that he was issued with, Palese selected 6 numbers from the selection grid which began from 1 through to 38. Palese's ticket which contained the 6 numbers was later destroyed in the laundry as he had forgotten them in his trousers' pocket. When the winners were announced, Palese checked against his chosen numbers in his play slip and found that the numbers he had chosen [9, 13, 19, 24, 27 and 35] were indeed the winning numbers in the March 21, 2003 lottery. Palese contacted the Lottery Office in writing, describing his predicament and was directed to wait for one year so that his claim could be reviewed.

11 months later, Palese read in the dailies that the Lottery Office had transferred his unclaimed lottery jackpot to the State's General Fund. Palese contacted the Lottery Office again and was told to explain how he had purchased the lottery and lost the tickets, much to Palese's compliance. Even after hearing that Palese still had the play slip, the Lottery Office held that he was to be denied his claim since he could not produce his actual winning ticket. Palese took the matter to the court for litigation while the Lottery Office equally rushed to dismiss Palese's claim on the account that Palese could not sufficiently state his claim for which the relief was to be granted.

Procedure

In the case Palese v. Delaware State Lottery Office, 1546-N, as the plaintiff, Palese accuses the Lottery Office for unjust enrichment since it had taken his rightfully owned prize to the State's General Fund. In this light, he wants the

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prize he had won to be accorded him.

Issue

Whether or not the rules of the Lottery Act such as Lottery Regulation 18 and 19 should be amended to allow the Lottery Act to capture unforeseeable circumstances such as inadvertent destruction or loss of the winning ticket.

Holding

Palese had entered a contractual relationship with the Lottery Office as is stated in the lottery ticket. According to the American jurisprudence, the relationship between the state lottery agency and the lottery ticket holder by the virtue of being contractual in nature must capture the proper purchase of the ticket and possession of the ticket.

Reasoning

The Court of Chancery of Delaware heard from both the plaintiff and the respondent and referred to the directives in the Lottery Act, the Lottery Regulation 18 and 19 to arrive at its verdict.