

THE MANILA RAILROAD COMPANY, PLAINTIFF AND APPELLANT, VS. MARIA AGUILAR ET AL., DEFENDANTS. CONCEPCION LEYVA AND MARCELA LAUREL, APPELLANTS.*G.R. No. 10044. October 24, 1916*

Ponente: ARAULLO, J.

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The plaintiff company is the grantee of a concession for the construction and operation of several railway lines on the Island of Luzon, one of which runs from Manila to Batangas. On June 6, 1907, plaintiff brought these proceedings in the Court of First Instance of the said province, against a large number of persons to expropriate an extensive area of land for the construction of the said line. Said land is composed of various parcels containing 328,440 square meters and is situated between the pueblos of Santo Tomas and Tanauan of the said province. After an order had been issued granting the immediate occupancy of the entire area of land described in the complaint and after the plaintiff had made the deposit required by law, the complaint was amended September 15, 1910, by being directed solely against Marcelo Mula, Victoriano Villegas, Miguel Malvar, Jorge Garcia, Vicenta Leyva, and Marcela Laurel, in connection with their own parcels of land (the plaintiff had already purchased from the other defendants mentioned in the original complaint, the parcels of land belonging to each respectively) and by correcting also the area of the strip of land sought to be expropriated in the original complaint, reducing same to 315,007.50 square meters.

During the course of the trial the defendants Miguel Malvar and Concepcion Leyva died and were respectively substituted by Paula Malolos, the widow of the firstnamed, and Concepcion Leyva, a daughter of the second. Maximo Malvar was the attorney-in-fact of Marcelo Mula who died also. The complaint was answered by the defendants Miguel Malvar and Victoriano Villegas; three commissioners were appointed by the court to appraise the lands and their improvements, the expropriation of which was asked in the said amended complaint. After the respective parties had introduced their evidence, the commissioners, on July 29, 1913, filed their report in which, after reciting the evidence and claims presented to them by the parties and after setting forth various considerations with regard to the evidence and to several points in connection with the appraisal and valuation entrusted to them, they appraised, separately from the improvements, the parcels of land belonging to the defendants at 50 centavos per square meter, excepting a few parcels, belonging to Marcela Laurel appraised at 25 centavos per square meter. At the end of their report, the commissioners expressed the opinion that the plaintiff company ought to pay to each one of the defendants, in addition to the legal interest from the time of occupancy of his property until actual payment be made, the amount corresponding to the value of his respective land and improvements specified in the said report.

A day having been set for the hearing of the commissioners' report and a delay having been granted the parties for filing their respective briefs, the plaintiff in due season objected to the approval of the said report, alleging (1) that the damages and valuations of the land fixed by the commissioners were excessive, exorbitant, out of all reason, and indicated fraud and prejudice on their part; (2) that, in fixing the several valuations and damages they had not

based their findings on sound principles of law, inasmuch as the report showed that they had not taken into consideration in the slightest degree the selling price of the expropriated land; that they had classified the trees, plants, shrubs and other similar vegetation or improvements erroneously; that they had appraised them separately from the land; (3) that they had not duly deliberated on the evidence presented at their several sessions; and, finally, that the damages fixed were too remote, artificial and imaginary. The plaintiff closed by requesting that the report be rejected and that new commissioners be appointed to inspect the property in question and to fix the damages caused by the expropriation thereof.

On January 29, 1914, the court, after stating that he had made a careful, critical examination and study of the commissioners' report in conjunction with all the proceedings had before them and with the objection of the plaintiff, held that the said report was well-founded and agreed with the evidence; that the said objection was unwarranted, and consequently that the said report ought to be approved in all its parts; and that judgment ought to be rendered in accordance therewith. The court therefore decided the case by declaring that the plaintiff corporation had a perfect right to expropriate the 14 parcels of land in question, as described in the plans attached to the record, and consequently adjudicated them to the plaintiff for the purposes of the expropriation, and ordered it to pay for the land and improvements to Paula Malolos, as the judicial administrator of the estate of the deceased Miguel Malvar, the owner of the parcel No. 320, P6,010.90; to Victoriano Villegas, the owner of the parcel No. 319, P5,419; to the lawful heirs of the deceased defendant Marcelo Mula, formerly the owner of the parcel No. 317, P7,943.19; to the defendant Jorge Garcia, the owner of the parcels Nos. 348 and 349-A, P2,024.53; to Marcela Laurel, the owner of the parcels Nos. 299, 301, 303, 346, 350, 353, and 362-A, P16,673.41, plus P658.67 for the two small pieces of land (jointly containing 2,426 square meters) which were useless alongside of the parcel No. 346, and also for the two strips of land, on either side of the parcel No. 303, in which excavations had been made (the total area of these two strips being 104.34 square meters); to Concepcion Leyva, as the sole heir of the then deceased defendant Vicenta Leyva (formerly the owner of the parcels Nos. 349 and 351), P7,158.44; together with the costs.

To this judgment the plaintiff and the defendants Marcela Laurel and Concepcion Leyva excepted and asked for a new trial. Their motions were denied, exceptions were also taken to this ruling, and, by their respective bills of exceptions, they appealed to this court.

The plaintiff alleges that the lower court erred (1) in overruling its objections to the commissioners' report; (2) in ordering payment of the amounts specified in the said judgment of January 29, 1914; and (3) in not holding that the evidence submitted by defendants failed to show the market value of the lands in question.

The defendants Leyva and Laurel, in turn, also allege that the trial court erred (1) in approving in its judgment the commissioners' report; and (2) in rendering the judgment appealed from.

As is seen, both the plaintiff and the defendants Leyva and Laurel have stated that they do not agree with the commissioners' report and, consequently, as the court rendered judgment in conformity therewith, they also disagree with the judgment, but base their disagreements on different grounds. The plaintiff advances the same reasons, hereinbefore mentioned, as given in the trial court, when objecting to the report, particularly the reason that the amount fixed by the commissioners as compensation due to the defendants, both for the value of the land and for indemnity for losses and damages, is excessive, exorbitant and unreasonable. The two defendant-appellants, in turn, object for the reasons that, in their opinion, the commissioners did not abide by the provisions of law and established jurisprudence in their findings as to the compensation to which each one of these defendants was entitled for the respective parcels of land expropriated, and that, according to the evidence, the compensation awarded to each is not just and adequate.

At the trial evidence was introduced by the parties, with regard not only to the value of the lands sought to be expropriated, but also to the improvements, consisting of several kinds of fruit trees growing on the lands, such as orange, manga, coffee, guava, cacao, pineapple, plantain, etc., the majority being orange. After making a report of the proceedings had and of the evidence, the commissioners said:

"The data furnished in witnesses' testimony cannot be relied upon for the purpose of deducing any positive conclusion regarding the value of the lands and their improvements because their land values were based on the offers given or received by them and because their improvement values differed according to their valuation of the annual revenue obtained from the trees.

"For these reasons, and in view of the very sharp conflict of interests, this commission has found itself obliged to rely on what its members know of the subject from personal experience, as well as on private information obtained from trustworthy persons having no interest in this case, in order to determine the just price that should be paid for the improvements of the expropriated lands.

"In order to appraise the improvements with impartiality, guided in the manner above-stated the commission establishes as a precedent the prices the company had paid the owners for certain trees, and thus, from the evidence offered by the plaintiff, principally from the testimony of Abelardo Lafuente who declared himself one of those mediating in the payments made by plaintiff to the other owners, determines the prices which it believes equitable—following this same procedure with respect to the evidence of the defendants, and rejects or adjusts to conform to its own judgment those prices it deems low or exaggerated."

After making various comments, the commissioners closed their report by fixing the valuation of each parcel of land according to the square meter as a unit and that of the trees thereon planted according to the groups or classes, an appraisement accepted by the trial court in his judgment, as aforesaid, in which judgment the report was approved.

A mere reading of the report in conjunction with the evidence at the trial is sufficient to convince one that the appraisement of the commissioners, to wit, 50 centavos per square meter for all the expropriated parcels of land, with the exception of a few belonging to Marcela Laurel at 25 centavos, is excessive, for it would result in a valuation of P5,000 and P2,500, respectively, per hectare. The total valuation at which they appraised the respective expropriated lands, and the consequent losses and damages, is even more markedly excessive if account is taken of the fact that, to the valuation of the land, they added that of the various fruit trees which they estimated to be planted thereon—the valuation of the trees in some cases being greater than that of the parcels themselves. In one way this may be explained by their having included and appraised, among the improvements a large number of very small orange trees, some even seedlings and still others third class, according to the classification given by the witnesses who have testified at the trial; in another, by their having valued the said trees at too high a figure, especially the very small ones and the seedlings. These latter, on account of their environment, their exposure to all kinds of weather, offer no surety of living a sufficient number of years to become productive; moreover, the commissioners themselves said in their report that an orange tree would not bear before it was 10 years old, wherefore the damage that may ensue to the owners of these trees, by the expropriation of the land on which they are planted, is remote and, in a certain regard, imaginary. Furthermore, the statements of the witnesses during the trial that each orange tree ordinarily yields from 2,000 to 5,000 oranges annually appears to be exaggerated. But little reliance can be placed on the testimony of these witnesses and on the statements of the commissioners in this matter of valuation, for Pablo Meer, one of the witnesses for Miguel Malvar and Victoriano Villegas, declared that an orange tree bears from 150 to 200 oranges, while another of the said Malvar's witnesses, Marciano Villanueva, testified that a tree of the first class annually yields approximately 2,000 oranges and one of the second class 1,500. Vicente Amurao, a witness for Marcela Laurel, stated that an orange tree 12 inches in diameter, that is, a second class tree, produces about 7,000 oranges and a tree 9 inches in

diameter about 2,000. Teodorico Marudo, another witness of the same defendant-appellant, said an orange tree 12 inches in diameter produces in an abundant yield about 5,000 oranges, that is, it does not bear 7,000; and a tree 9 inches in diameter produces about 3,000, double the amount stated by the witness Marciano Villanueva, and fifteen times the yield of a tree of the first class, according to the witness Pablo Meer who testified that trees of this class bear from 150 to 200 oranges each. This testimony showing how little credence can be given such witnesses certainly cannot serve as a basis for setting a valuation on the improvements of the class in question, which, as the commissioners themselves state, give the expropriated lands their value. The same may be said with respect to the valuation set by the commissioners upon the large and the small trees of the different classes, a valuation to a great extent increasing the total amount of their appraisal of the expropriated parcels of land. We do not consider this appraisal correct, inasmuch as many of these large and small trees could be transplanted by their respective owners to other land in order to preserve them from loss or destruction; apart from the consideration that it is hardly probable that all these trees—both large and small—would necessarily have grown and thriven on the land where they were planted, and in consequence their supposed productiveness should serve as a basis for concluding that by being deprived of the trees the owners were caused damages for which they should be indemnified.

In fact, the trees standing on the parcels of land expropriated and regarded as improvements should not have been appraised separately from the land in which they had been planted, because they ought to be considered as an integral part of same. This does not mean, however, that in appraising the land no account should have been taken of the estimated value of the said trees, that is, of the plantings on the said land, for the value of the trees is inherent in or forms a part of the value of the land. This is all the more true when, as in the present case, the land is used for a certain crop or for trees of a given class—for example, orange trees—different from a case where there being only a few trees of an especial kind on the land a special appraisal should be given.

On the other hand, the commissioners have said in their report that, in view of the conflicting statements of the witnesses regarding the value of the trees on the basis of the amount of fruit yielded annually, and in view of the impossibility of relying upon the information of the witnesses regarding the value of the lands and improvements, they were obliged to rely on what they themselves knew of the matter from personal experience and on private information furnished by trustworthy persons, disinterested in the case,, in order to fix the equitable price that ought to be paid the expropriated owners for the improvements. By those very statements the commissioners virtually confessed that, in fixing the valuation, they disregarded the evidence and relied entirely on private information, obtained outside of the case, and on their own knowledge in the matter; and said, finally, that, after taking into consideration the prices the company had paid for certain trees, according to the evidence adduced by the plaintiff, the testimony given by Abelardo Lafuente who mediated in the payments by the plaintiff to the other owners, and also the evidence by the defendants, they either rejected the prices they considered low or exaggerated, or fixed them in accordance with their own judgment.

Therefore the report of the commissioners appears to be their own opinion on the valuation of the land and improvements, founded on their own experience and on private information obtained outside of the case, not the result of their judgment based on the evidence taken before them. This being so, that the report should neither have been approved by the court, nor judgment pronounced in accordance therewith is obvious.

As the report of the commissioners cannot be admitted, and as the case had been submitted to us on appeal by the plaintiff and the defendants Marcela Laurel and Concepcion Leyva (after they had excepted to the ruling which denied them a new trial) this court can review the evidence, decide the case upon a preponderance of the proof, and render such final judgment as justice and equity may demand, in such a way that, in accordance with section 246 of Act No. 190, plaintiff shall be assured the property essential to the exercise of his rights under the law, and

the owners just compensation for the land expropriated.

Therefore to determine what this just compensation may be, taking into consideration the evidence introduced at the trial, is important.

An attempt to prove the value of their respective lands greater than P1 per square meter was made by the defendants; by one Marcela Laurel, that her land was worth even more than P2 per square meter, by some through their own testimony and that of several witnesses regarding offers received by some of defendants, purchases made of land on the site of the condemned property and its environments and offers not accepted, cases wherein the seller demanded P2, P2.50, and, on one occasion, the defendant Concepcion Leyva, P3. However, as already held by this court in the case of *City of Manila vs. Estrada and Estrada* (25 Phil. Rep., 208), since testimony regarding mere offers for land condemned is inadmissible, it is evident that the value of lands concerned in the expropriation in question, at the time they were condemned, cannot be fixed by such testimony.

The defendant Marcela Laurel also presented at the trial the deeds Exhibits 1, 2, and 3, to prove that the lands therein referred to were sold for P2.68, P1.75, and P2.05 per square meter. This same evidence was presented by the other defendant Concepcion Leyva.

But the first deed refers to a lot on Calle Real of the town of Tanauan and to a sale made on December 14, 1912; the second, to the sale of a piece of land, lying on the highway of the barrio of Trapiche, in November 25, 1910; that is, the first sale was made four years and the second two years after the commencement of the work on the railroad line in that district and when, owing to the construction of this road, the value of the lots and other lands in that vicinity must have already increased. The third deed refers to a sale made on October 17, 1906, that is, two years before the commencement of work on the said railroad, and to land like that mentioned in the second deed, adjacent to the highway of the barrio of Trapiche; but the contents of this document merit little credence if it is considered, first, that the instrument appears to have been ratified before a notary public on November 2, 1911, that is, five years after the date of the execution of the contract, and, second, that it is very strange that in the year 1906, when work on the railroad in that place had not yet been commenced, that land adjacent to the highway of the barrio of Trapiche should have been sold for P2.05 per square meter when, in November, 1910, after work on the railroad had already been commenced, and when the lands in that place must have risen in value, the parcel containing four ares lying on the same highway of the barrio of Trapiche was sold by the same vendor mentioned in the same deed, Marcela Laurel, for the sum of P700, that is, at the rate of P1.75 per square meter—a price less than that of the land sold by this same Marcela Laurel and mentioned in the third deed. This circumstance alone is enough to prove that no account can be taken of the price stated in this third deed, namely, P2.05 per square meter, as the true value of the lands herein sought to be expropriated, especially of that claimed by the defendants Marcela Laurel and Concepcion Leyva.

One of Marcela Laurel's witnesses, named Jose Medalla, a resident of the barrio of San Rafael, pueblo of Santo Tomas, stated that he knew the land expropriated from the said Laurel; that in his barrio a lot of 100 square meters was worth as much as P200; that agricultural land was worth from P200 to P300 per cavan of seed rice, that is, per 55.90 square meters; that he knew this for he had seen it in sale transactions, once when one Juan Hernandez of the barrio of Santiago, bought a lot containing 10 meters square for P200.

Ambrosio Gonzaga, a witness of the defendant Jorge Garcia and a resident of the pueblo of Tanauan, said that he knew the prices of the lots and other lands in this pueblo and its vicinity; that in the pueblo land could not be bought for P1 per square meter, and its vicinity, for P0.90; that he knew this because many wealthy people of the barrios who were looking for lots in the pueblo and its suburbs did not find them at those prices, which were those current in 1905, the time of the establishment of the second reconcentration which caused a rise in the prices of

building lots.

Juliano Panganiban, another witness of the same defendant, testified that the current price of the lots of the class belonging to Jorge Garcia was P0.90 per square meter and that at this price there were no vendors.

As is seen, the last two of these three witnesses mentioned a price less than P2 and P2.50 per square meter, which, according to the previous witnesses mentioned, had been obtained by the vendors of lands in the place of the expropriation and its vicinity. The first of these three witnesses did not specify the sale to which he referred, for he merely said that a certain Juan Hernandez bought a lot 10 meters square for P200, without saying from whom he bought it or where the lot was.

Abelardo Lafuente, testifying as a witness for the plaintiff before the commission of appraisal at the time it visited the pueblo of Tanauan, June 6, 1911, stated that he had formerly paid from P350 to P800 per hectare for lands in this locality, exclusive of the price of the improvements or trees, and that of the other municipalities through which the train passed he had paid in one P0.20 per square meter, and in another from P0.15 to P0.20, the maximum price being in some cases P0.25.

Exequiel Ampil, also a witness of the plaintiff, was acquainted with the defendants' lands that were condemned, on account of having been on them in company with the plaintiff's surveyor, the witness Lafuente, for the purpose of inspecting the improvements. He said that through his mediation some owners had sold their lands in the municipality of Tanauan to the Railroad Company, but that he did not remember their names; that the prices of the sales were not the same; that he remembered that some parcels of land in Santo Tomas and that locality, Tanauan, had been purchased at P0.10 per square meter and another parcel at less than this price; that, if he remembered rightly, these parcels were purchased in 1908 and 1909; that he thought that the said price was that which was asked by the owners of the lands, because it was the price agreed upon by them; that on some of the parcels purchased by him were manga, orange, guava, plantain and other trees, the kinds of which he did not remember, and that the price of the land did not include that of the trees; that he purchased the trees separately, the price being, for the manga, from P10 to P25, according to variety; for plantain, from P0.10 to P0.30; for guava, from P0.25 to P2; and for orange trees, from P0.50 to P8; that the price paid for the vines producing large peanuts was P25 per hundred, and for those producing small peanuts, from P5 to P10 per hundred.

The plaintiff also produced three deeds, Exhibits I, J, and K, to prove the value of the condemned lands.

The first deed refers to a sale made in this city, December 16, 1908, by Esteban Malolos, represented by Agapito Valencia, to the plaintiff company, of a piece of land containing 210 square meters, situated in the barrio of Santa Anastasia, Municipality of Santo Tomas, Batangas. The price paid for the land and its improvements was P25.53.

The second deed was executed in Manila, October 16, 1908, by Jose L. Luna, attorney for Alejandro Alcanites, in favor of the railroad company; it refers to a piece of land 3,750 square meters in area, situated in the barrio of San Rafael, Municipality of Santo Tomas, and shows that P773.12 was the price paid for the land and its improvements.

The third deed refers to a sale also executed in this city, June 23, 1908, by Agapito Valencia, attorney in fact for Francisco Castillo, in favor of the plaintiff company, of a piece of land containing 920 square meters, situated in the town proper of Tanauan. The price paid was P292 which included the improvements.

These sales were made at the very time of the commencement of the work of building the railroad line between the municipalities of Tanauan and Santo Tomas, Batangas, the lands therein referred to are situated, two in barrios of the first of the two municipalities just mentioned, and the third in the town proper of Tanauan; the price per square meter being, respectively, P0.12, P0.21, and P0.32, making their price per hectare P1,200, P2,100, and

P3,200, respectively.

There is absolutely no reason for supposing that the vendors of the said lands did not ask the price they considered just, reasonable and in accord with the usual and current price in those pueblos, considering the location of the lands. On the contrary, given the plaintiff company's need of securing these lands for the extension of its line, what must be presumed is that the vendors tried to obtain, and did obtain, at the sale of same the highest price possible.

On the other hand, as has already been seen, on the purchase by the plaintiff company of lands in Santo Tomas and in Tanauan in 1908 and 1909, the price paid per square meter, excluding the improvements, was, according to the witness Exequiel Ampil, sometimes P0.10, sometimes less. The other witness Lafuente paid for lands in Tanauan, also excluding the price of the improvements, from P350 to P800 per hectare, that is, from P0.035 to P0.08, respectively, per square meter.

Therefore, there is a notable discrepancy between the testimony by the defendants and their witnesses, that by the witnesses for the plaintiff and the facts shown by the documents presented by the latter, concerning the value of the lands to which each respectively has referred, for the purpose of fixing the price that ought to be set on the lands in question.

The commissioners themselves, in assessing the value of the respective parcels in their report, came nearer the value shown by the plaintiff's evidence than that shown by the defendant's as they appraised a square meter, excluding the improvements, at P0.50 for all the parcels excepting some of Marcela Laurel's appraised at P0.25.

Therefore, on the one hand, considering that the testimony of the witnesses presented by the defendants refers to mere offers or proposals to purchase, to a few sales not specifically determined, and that, of the sales to which Exhibits 1, 2, and 3 (presented by two of these witnesses) refer, the first two were made in 1910 and 1912, and the third in 1906—all at a period different from that in which work was begun on the railroad line and the said lands were condemned; and, on the other hand, considering that plaintiff's evidence relates to its purchases of lands in the locality and vicinity of the expropriated properties, about the time of said expropriation proceedings, and that the prices accepted and paid for same varied, in accordance with the exclusion or inclusion of the improvements fluctuating from P0.03 to P0.25, excluding the improvements, and from P0.12 to P0.32, including them; we find that the plaintiff's evidence outweighs the defendants' and that by this result may be determined the just compensation that should be paid to the defendants respectively for the expropriation of their parcels of land.

Duly considering that evidence and taking into account as well that the said parcels were not solely building lots; that they were not situated in the towns proper of Santo Tomas and Tanauan, but were really agricultural or garden lands (inasmuch as they were planted with orange and other fruit trees and were used for the cultivation of these trees) ; that they were near the town or to groups of houses and more or less near the highway, wherefore they cannot be considered worth P0.32 per square meter (which, according to the deed Exhibit K, is the price paid by the plaintiff to Francisco Castillo for a piece of land situated in the town proper of Tanauan), and finally that the parcels in question should be appraised in conjunction with the improvements thereon, as aforesaid, we are of the opinion that the value should be fixed in accordance with the facts shown in the other two deeds, Exhibits I and J (which refer to purchases by the plaintiff of lands with improvements, situated in the barrio of Santo Tomas, for the price of P0.12 and P0.21, respectively, per square meter), and with the testimony of the plaintiff's witnesses respecting the price they paid for certain parcels, exclusive of improvements, expropriated for the extension of the railroad line through said pueblos we arrive at the conclusion that the price of P0.12 per square meter for said parcels, including improvements (the trees standing on the land at the time of its condemnation) that is, P1,200 for each hectare, is the proper compensation to be paid defendants for the damages occasioned by

the expropriation of their respective lands; provided however that, in addition thereto, the defendant Marcela Laurel should be paid for the value of two houses of light materials, mentioned in the commissioners' report, P20 and P25, respectively, as she has been deprived of same by reason of the expropriation.

For the foregoing reasons we hold that the plaintiff company has a perfect right to expropriate the 14 parcels of land in question (Nos. 299, 301, 303, 317, 319, 320, 346, 348, 349, 349-A, 350, 351, 353 and 362-A), just as they are described in the plans on file in the record, which ought to be awarded it for the purposes of the concession granted by Act No. 1510 of the Philippine Commission; we reverse the judgment appealed from in so far as regards the amounts the plaintiff is ordered to pay to the defendants Paula Malolos (as the judicial administrator of the estate of the deceased Miguel Malvar), Victoriano Villegas, the heirs of the deceased Marcelo Mula, Jorge Garcia, Marcela Laurel and Concepcion Leyva (as heir of the defendant Vicenta Leyva) for their respective lands and improvements, likewise to the defendant Laurel for the other two small parcels and the two strips of land mentioned in the said judgment; and we order the plaintiff to pay to each one of the said defendants for his respective parcel of land with its improvements as well as to Marcela Laurel, in addition, for the two small parcels and the two strips of land aforementioned, P0,12 per square meter, or P1,200 per hectare, and also to pay to this same defendant Laurel damages in the amount of P45 for the two houses hereinabove mentioned. The plaintiff shall deposit with the clerk of the Court of First Instance of Batangas the total amount of the sums just mentioned, together with the proper legal interest thereon from the date of the occupation of the said parcels, subject to the defendant's rights. The costs of first instance shall be paid by the plaintiff. No special finding is made with respect to those of second instance. So ordered.

Torres, Johnson, Carson, and Trent, JJ., concur.

Moreland, J., see concurring opinion.

CONCURRING OPINION

MORELAND, J.:

I agree with the dispositive part of this decision, in view of the principles, now perfectly established in this jurisdiction and in regard to which I previously entertained some doubt, to wit, that relative to the right of this court to review the evidence taken by the commissioners in cases of this nature.

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