

ALDECOA & CO., PLAINTIFF AND APPELLANT, VS. WARNER, BARNES & CO., LTD., DEFENDANT AND APPELLEE.*G.R. No. 5242. August 06, 1910*

Ponente: TORRES, J.

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By a complaint filed on September 26, 1907, the legal representative of Aldecoa & Co., in liquidation, filed suit in the Court of First Instance of Manila against Warner, Barnes & Co., Ltd., alleging in the first three paragraphs of their complaint, as a cause of action, that the plaintiff is a regular collective mercantile association organized in accordance with the laws of these Islands, duly registered in the mercantile registry, and at present in liquidation; that the defendant is a joint stock mercantile firm organized in accordance with the laws of England, registered in the mercantile registry of Manila, and has done and is still doing business in these Islands under the name of Warner, Barnes & Co., Ltd., which acquired the business that was conducted in these Islands by Warner, Barnes & Co., the assets, liabilities, and all the obligations of which were assumed by the defendant.

In the other paragraphs of the complaint, from the fourth to the twelfth, the plaintiff set forth that, prior to December 1, 1898, Warner, Barnes & Co. were conducting a business in Albay, the principal object of which was the purchase of hemp in the pueblos of Legaspi and Tabaco for the purpose of bringing it to Manila, here to sell it for exportation, and that on the said date of December 1, 1898, the plaintiff company became interested in the said business of Warner, Barnes & Co., in Albay and formed therewith a joint-account partnership whereby Aldecoa & Co., were to share equally in the gains and losses of the business in Albay; that the defendant is the successor to all the rights and obligations of Warner, Barnes & Co., among which is that of being manager of the said joint-account partnership with Aldecoa & Co.; that the defendant acted, and continues to act as such manager, and is obliged to render accounts supported by proofs, and to liquidate the business, which defendant not only has not done, in spite of the demand made upon it, but it has expressly denied the right of plaintiff to examine the vouchers, contenting itself with forwarding copies of the entries in its books, which entries contain errors and omissions that hereinafter will be mentioned.

Said entries moreover, show the partnership to have commenced on June 30, 1899, whereas its operations should have commenced and did commence on December 1, 1898, on which date the joint-account partnership commenced; that, with respect to the liquidation of the business, the operations having been closed on December 31, 1903, Warner, Barnes & Co., Ltd., the defendant, has not realized upon the assets of the firm by selling the property which constitutes its capital; that the persons who were the managers and general partners of Warner, Barnes & Co., are also members of Warner, Barnes & Co., Ltd., and are the managers and directors of that firm in the Philippine Islands and are the same ones who, under the previous firm name of Warner, Barnes & Co., admitted Aldecoa & Co. as a participant in one-half of the said business, on the 1st day of December, 1898; that the said directors of the defendant company, unlawfully, maliciously, and criminally conspired with the persons who were managing the commercial firm of Aldecoa & Co. during the years 1899, 1900, 1901, 1902, and 1903, to defraud the latter of its interest in the said joint-account partnership, buying the silence of the said managers with

respect to the operations of the joint-account partnership during the time comprised between the 1st of December, 1898, and the 30th of June, 1899, and also with respect to the errors and omissions in the accounts relating to the second semester of 1899, and those relating to 1900, 1901, 1902, and 1903.

That the said fraudulent acts were not known to the partners of the plaintiff firm until the managers, in collusion with the managers of the defendant firm to defraud and injure the plaintiff firm, had ceased to hold their positions, to wit, until after the 31st of December, 1906, and that by reason, of this conspiracy to defraud the plaintiffs, the defendants have been benefited; that the errors and omissions found in the entries of the books kept by the defendant firm as manager of the joint-account partnership are those expressed in detail here below:

(a) It appears that between the 10th of July and the 26th of December, 1899, 43,934 piculs of hemp arrived in Manila for the joint-account partnership, which were purchased in Legaspi and Tabaco at 13 pesos per picul, and, after charging against this hemp excessive expenses for collection, storage, freight, fire, marine, and war insurance, personnel, etc., the defendants, Warner, Barnes & Co., as managers of the joint-account partnership and commission agents of their joint-account partners, claim that they purchased the said hemp for themselves, but do not give the price received from the sale thereof and merely credit it at 13 pesos a picul, when the average market price at that time was 16.50 pesos a picul; said defendants thereby injuring plaintiffs to the amount of P76,884.50.

(b) Striking a balance from the amount of hemp debited and that credited, there results a difference of 4,332.96 piculs not credited which, at 24 pesos a picul, the market price at the time, represents an injury to plaintiffs to the extent of P51,995.52, the said deficit, with respect to the hemp, pertaining to the period beginning with December 31, 1899, in the manner shown by the following table:

Invoices &

Dr.

Cr.

1899 Dec. 31.....	
1900 Apr. 30.....	
1900 Dec. 31.....	
1901 Dec. 31.....	
1902 Dec. 31.....	
1903 Dec. 31.....	

Lacking

Piculs.

86,534.18

13, 069.97

67,892.66

101, 253.31

98,074.52

66,482.49

433,307.03

433,307.03

Piculs.

43,934

50,261.78

71,277

100, 342

94,279.20

68, 880.09

428,974.07

4,332.96

433,307.03

(c) In 1900, on April 30, Messrs. Warner, Barnes and Co., Ltd., give credit for 5,485 piculs of hemp, at 16 pesos a picul, when the market price at that time, according to themselves, was P23.784; thereby injuring plaintiffs in the sum of P21,350.36.

(d) In 1901, on the date of January 31, Messrs. Warner, Barnes and Co., Ltd., give credit for 4,600 piculs of hemp, at 8.93 pesos a picul, when, according to themselves, the market price at that time was 11.50 pesos a picul; thereby injuring plaintiffs in the sum of P5,911.

(e) One of the sources of profit of the joint-account partnership between Aldecoa & Co. and Warner, Barnes & Co., Ltd., was from the pressing of hemp, which profit is to be credited to the partnership joint-accounts, when the hemp is realized in Manila, and from this source there are due to the plaintiffs P149,084.12, in which sum they have been injured by the defendants. The said credit for pressing is omitted from the books of Warner, Barnes & Co., Ltd., and should be entered as follows:

1899 21,968 bales, at P1.25.....

P27,460

1900 to April 30..... 25,130 bales, at P1.25.....

31,412.50

1900 May 10 to Dec. 31.... 35,639 bales, at P1.25.....

44,548.75

1901..... 50,151 bales, at n.25.....

62,638.75

1902 to July 31..... 26,825 bales, at P1.25.....

33,531.25

Aug. 1 to Dec. 81..... 20,314 bales, at P1.75.....

35,549.50

1903..... 34,440 bales, at P1.75.....

60,270

214,467 bales

295,460.75

2,166 bales, lacking, at P1.25

2,707.50

216,633 bales

298,168.25

20 loose.

216,653 bales.

(f) Another error found in the books of Warner, Barnes. & Co., Ltd., is in connection with the outstanding accounts, which are debited in the sum of P52,510.36, while only P2,769.24 are credited in the manner set out in the following statement:

DR.

1899 July 31. W. B. & Co., Tabaco, transferred to net account their account sale 92.25 piculs hides by Kongsee

P1,149.46

1899 Dec. 31. For transfer account to cover business this semester without statement.....

16,100.57

1900 Feb. 28. As transferred account items noted page

114 day-book

18,635.08

1900 Feb. 28. To cover war insurance, January.....

14,000

1900 Feb. 28. To cover outstanding accounts.....

2,625.25

52,510.36

CR.

1900 Feb. 28. As transferred account items noted page

113 day-book

2,769.24

There remain, therefore.....

49,741.12

of which one-half, that is.....

24,870.56

belongs to the plaintiffs.

(g) In 1900, there is unduly included an item of net account which should be stricken out, as it does not pertain to this business. This item is the following: 1900.

1900

June 30. To Miguel Estela. For transfer made to his account of 5 per cent commission on his hemp, which should not be paid according to agreement.....

P870.75

Half of this sum, P435.37, must be credited to the plaintiffs.

(h) On the date of December 26, 1899, Messrs. Warner, Barnes & Co., Ltd., deduct from the profits which they show as belonging to Aldecoa & Co., the sum of P7,400, under the appearance of an insurance premium, and they delivered that sum to the plaintiffs' managers with whom they conspired, for the purposes of the collusion alleged in Paragraph VII of the complaint, in this manner failing to observe the truth in their statement of the facts. Aldecoa & Co., therefore, claim for themselves this amount, P7,400.

(i) On December 31, 1903, on a capital of P50,000 brought in by Aldecoa & Co. and to whom it should bear 5 per cent interest from the 8th of June, 1900, the interest is unduly credited to the joint-account, thereby injuring the plaintiffs in the sum of P8,750.

(j) On December 31, 1902, Aldecoa & Co. are charged with six months' interest, amounting to P736.46, on a balance debited against them for alleged losses, and on June 30, 1903, they are charged with P1,818.58 for a like reason. These two items should be stricken out, because the accounts when correctly made show no losses, but profits. By such debits the plaintiffs have been injured in the sum of P1,277.52.

(k) In the entries corresponding to the years 1902 and 1903, Warner, Barnes & Co., Ltd., give the price of "corriente buena" (current good), to the grade which, according to the mark, was classified as "abaca superior" (superior hemp); the price of "corriente ordinario" (current ordinary), to the hemp marked under the classification of "corriente buena" (current good); the price of "segunda superior" (second superior), to what is "corriente" or "current," and so on successively; whence results a difference of price to the value of P233,102.18, in 1902, and P74,274.90, in 1903, one-half of which differences should be credited to Aldecoa & Co., that is, P153,688.54.

(l) The value of the properties brought in by Warner, Barnes & Co., Ltd., to the joint-account, instead of cash capital, is omitted from the accounts. These properties are the following:

Those purchased from Mariano Roisa, consisting of one galvanized-iron-roofed warehouse, with hemp press; one house of strong materials and the lot on which it stands, in Tabaco, P12,000.

That purchased from Juana Roisa, which is one small warehouse of strong materials, in Tabaco, worth about P2,500.

Those purchased from D. Manuel Zalvidea situated in Tabaco, which are: One warehouse of strong materials, with press; another warehouse of strong materials; and two houses of strong materials, together with the lots on which they are built, P22,000.

Those purchased from D. Marcos Zubeldia, in Legaspi, which are: Four warehouses with three hemp presses, and one house of strong materials, with their corresponding lots, P50,000.

Total cost, P86,500.

The complaint further sets forth that if the entries made by the defendant in its books show in themselves the foregoing errors and omissions, the plaintiff has good grounds for believing that, if the vouchers were examined, still greater errors would be found, as to which the plaintiff can not formulate its claims with exactness until the defendant renders it an account, accompanied by vouchers; that the defendant, as manager of the joint-account partnership with Aldecoa & Co., neglected to comply with what is especially prescribed in article 243 of the Code of Commerce, as a duty inherent to its position as manager of the joint-account partnership, which is that of rendering an account with vouchers, and that of liquidating the said business, for it refuses to furnish the plaintiff the documents required for their examination and verification, and also refuses to realize the firm assets by selling the warehouses, houses, and other property which constitute the capital; that, as the defendant refuses to do the things above related, the plaintiff has no other easy, expeditious and suitable remedy than to petition the court for a writ of mandamus, wherefore it prays the court to protect it in its rights and to issue the said mandamus against the defendant, ordering it, within a date set for this purpose, to render to the court an account, accompanied by invoices, receipts, and vouchers of the Albay business, beginning the said account as of December 1, 1898, the date on which the partnership was formed, and correcting in it the errors and omissions related in paragraph 9 of this complaint; that the defendant credit and pay to the plaintiff the sums alleged in that paragraph to be due to plaintiff, with interest at the legal rate upon the sums omitted and for the difference between the amounts incorrectly debited and credited, from the respective dates on which they should appear, if correctly entered; that after the said accounts have been rendered and discussed, judgment be entered for any balance which may appear in favor of the plaintiff, including the sums claimed, and legal interest thereon. The plaintiff also prays that the writ of mandamus fix a term within which the defendant is to liquidate the business, selling the properties aforementioned and distributing the proceeds between both the litigants, and that the defendant be adjudged liable for costs of suit, and plaintiff be granted such other and further relief as may be found just and equitable.

On November 11, 1907, the defendant filed a written answer and counterclaim against the defendant, and, notwithstanding the overruling of the demurrer filed by the latter to the counterclaim, the court by writ of December 4, 1907, ordered that the defendant should, within a period of five days, make its allegations more specific with respect to certain particulars mentioned in the order of the court, and both parties being notified thereof, the defendant, on January 24, 1908, prayed the court to authorize it to file the attached amended answer instead of the original one.

In the said amended answer the firm of Warner, Barnes & Co., Ltd., the defendant, states that it denies each and every one of the allegations of the complaint, with the exception of those which are expressly admitted in its answer, and admits the allegations of paragraphs 1, 2, and 3 of the complaint. In answer to the allegations of paragraphs 4 to 12 of the complaint, it admits that on June 30, 1899, a joint-account partnership was formed between the plaintiff and the defendant for the operation of a business in Albay, the principal transactions of which were the purchase of hemp in Legaspi and Tabaco, of which business one-half of the results, whether losses or gains, appertained to the plaintiff. Defendant also admits that the said business continued under the management of the defendant company, as manager of the said joint-account partnership, until December 31, 1903; but it denies all the other allegations contained in the said paragraphs. For its first special defense, the defendant alleges that during the period that the said joint-account partnership existed, the manager thereof, the defendant, rendered to the plaintiff just and true accounts of its transactions as manager of the said partnership, which accounts have been approved by the plaintiff, with the exception of those relating to the year 1903, and as to the latter, that the same were objected to by plaintiff firm solely upon the grounds mentioned in clause (k) of paragraph 9 of the complaint, which objections are wholly unfounded. As its second special defense, the defendant alleges that more than four years have expired between the time the alleged right of action accrued to

the plaintiff and the date of the filing of the complaint. For all the reasons set forth in this amended answer, the defendant prayed that it be absolved from the complaint, with the costs against the plaintiff.

On and subsequent to the 14th of August, 1908, the trial of this cause was held and oral evidence was introduced by the plaintiff, but no witnesses were offered by the defendant, which finally moved for a dismissal of the case, and the court, on December 26 of the same year, 1908, rendered judgment, dismissing the complaint with respect to the petition for the rendering of an account, verified by invoices, receipts and vouchers, of the said Albay business, pertaining to the period comprised from the beginning of the business to the 31st of December, 1902, inclusive, assessing the cost against the plaintiff, and opening the second period of the trial with respect to the account for the whole year 1903, in accordance with the ruling of the court made at the commencement of the hearing. The plaintiff on being notified of this judgment filed a written exception thereto and announced his intention to forward through regular channels, a bill of exceptions, and by another writing moved for a new trial on the ground that the evidence did not justify the judgment rendered, which it alleged was openly and manifestly contrary to the weight of the evidence and to law. This motion being denied, to which exception was taken by the plaintiff, the latter duly filed a proper bill of exceptions which was certified to and forwarded to this court, together with all the documentary and oral evidence produced at the trial.

This litigation concerns the rendering of accounts pertaining to the management of the business of a joint-account partnership formed between the two litigant companies.

Both the plaintiff and the defendant are in accord that, through verbal agreement, the said partnership was established, whereby they should share equally the profits and losses of the business of gathering and storing hemp in Albay and selling it in Manila for exportation, and that the commercial firm of Warner, Barnes & Co., Ltd., was the manager of the said joint-account partnership.

The disagreement between the parties consists in the following points: First, as to the date when the partnership was formed and began business in the province mentioned; second, whether the managing firm did render accounts, duly verified by vouchers, of its management from the date of the organization of the partnership; third, whether errors and omissions, prejudicial to the plaintiff, Aldecoa & Co., exist in the partnership books and in its accounts, and whether, in the management of the said business, fraudulent acts were committed, also to the plaintiff's injury; and, fourth, whether the partnership property should be included in the liquidation of the said business and in the accounts appertaining to the year 1903, when the existence of the partnership came to an end.

With respect to the date on which the said partnership began, the plaintiff, Aldecoa & Co., submitted evidence un rebutted by that of the defendant, Warner, Barnes & Co., Ltd., and although the latter averred that the joint-account partnership began on June 30, 1899, denying that it was commenced, or was formed, on December 1, 1898, as the plaintiff says that it was, it is certain that the defendant has not proved its averment; and if, on the opening of this case de novo it shall not have done so. within such period as the court may see fit to determine, it will be proper to find in accordance with the value of the evidence adduced by the plaintiff and to advise the defendant to render, within a fixed period, accounts, verified by vouchers, of the management of the partnership business and pertaining to the seven months from December 1, 1898, to June 29, 1899; and, in view of the evidence adduced by the plaintiff in proof of the aforesaid first point, if the defendant does not produce other evidence in rebuttal, they must, for some reason, be expressly rejected in the judgment, if they are not to be taken into account in reaching the conclusions or in considering the case upon the merits.

As regards the second point, we agree with the opinion expressed by the lower court and find that the firm of Warner, Barnes & Co., Ltd., did render accounts from June 30, 1899, to December 31, 1902, inasmuch as the very evidence introduced by the plaintiff showed that the said accounts had been rendered and were approved by it,

according to the context of its own letters of the dates of July 27, 1907, and February 19, 1903. Therefore, the plaintiff is in nowise entitled, and has no right of action to compel the defendant to render accounts pertaining to that period, they having already been rendered and duly approved.

It is a rule of law generally observed that he who takes charge of the management of another's property, is bound immediately thereafter to render accounts covering his transactions; and that it is always to be understood that all accounts rendered must be duly substantiated by vouchers.

If it is a fact admitted by both litigating parties that Warner, Barnes & Co., Ltd., was the manager of the business of the joint-account partnership formed between it and Aldecoa & Co., it is unquestionable that it was and is the defendant's duty to render accounts of the management of the business, as it partially has done. Although the defendant has not proved, as it should have done, that it complied with its duty of rendering accounts of its management, since the letters themselves exhibited by the plaintiff, and duly authenticated as being written by the latter, prove that the defendant did render accounts from June 30, 1899, to December 31, 1902, no legal reason whatever exists for not accepting the finding of the lower court which decided that it had been proved that accounts were rendered pertaining to the period mentioned and that the said accounts were approved by the plaintiff.

The procedure of the plaintiff is truly inexplicable in accepting and approving accounts that were rendered to it and which only begin with June 30, 1899, inasmuch as such approval would appear to indicate that it agreed to the claim made by the defendant that the partnership commenced on the said date; but even so, once that it is proved that the actual date on which the partnership was formed was December 1, 1898, and that it is not shown that the defendant has rendered accounts corresponding to the seven months subsequent to the said date of December 1, the acceptance and approval of accounts rendered since the 30th of June 1899, does not excuse nor release the manager of the partnership, the defendant, from complying with its unquestionable duty of rendering accounts covering the aforesaid seven months. The presumption must be sustained until proof to the contrary is presented.

Moreover, the approval of accounts corresponding to the years from June 30, 1899, to December 31, 1902, does not imply that the said approved accounts comprise those pertaining to the seven months mentioned, December 1, 1898, to June 29, 1899, because the defendant, the accountant, denies that the partnership commenced on the aforesaid date of December 1st, asserting it began on June 30, 1899; wherefore, on defendant's rendering those accounts, it is to be presumed that it did so from the date which it avers was that of the formation of the partnership and the beginning of the business, and it is therefore evident that it has not rendered accounts pertaining to the seven months mentioned.

With respect to the third point relative to whether errors and omissions prejudicial to the plaintiff, Aldecoa & Co., exist in the partnership books and in its accounts, and whether, in the management of the said business, fraudulent acts were committed to plaintiff's injury, it must be borne in mind that once the accounts have been approved which were rendered by the managing firm of Warner, Barnes & Co., Ltd., the plaintiff, Aldecoa & Co., is not entitled afterwards to claim a revision of the same, unless it shows that there was fraud, deceit, error, or mistake in the approval of the said accounts.

Under this hypothesis, Aldecoa & Co. are strictly obliged to prove the errors, omissions, and fraudulent acts attributed to the defendant, in connection with the accounts already rendered, and approved by them, in order that the same may be revised in accordance with law and the jurisprudence of the courts. (Pastor vs. Nicasio, 6 Phil. Rep., 152.)

The approval of an account does not prevent its subsequent revision, or at least its correction, if it is proved in a satisfactory manner that there was deceit and fraud or error and omission in it. (Arts. 1265, 1266, Civil Code.)

Law 30, title 11, 5th Partida, provides, among other things, the following:

"That is precisely what we say should be observed, in all other accounts that men make among themselves, in connection with the things which belong to them. Notwithstanding that they may acknowledge the settlement of the accounts between them and promise never to bring them up again, if it be known in truth that he who gave the account or had the things in his keeping, concealed anything deceitfully, or committed other fraud against those who have a share in such thing, then neither the suit, nor such previous status and promise shall avail; on the contrary, we say that they may sue him to compel him to remedy the deceit he committed against them, and to pay all the damages and losses that have accrued to them by reason thereof; provided, however, he especially shall not have repaired the deceit that he committed."

So that it does not matter that the accounts pertaining to the years comprised between the 30th of June, 1899, and the 31st of December, 1902, may have been approved by Aldecoa & Co. Whenever this firm shall succeed in proving that there was error, omission, fraud, or deceit in these accounts, they may be duly revised, according to law.

With regard to the last point in controversy, the defendant agrees that the plaintiff has not yet approved the accounts that the former rendered, pertaining to 1903, the last year of the existence of the joint-account partnership; and, for this reason, it was provided in the judgment appealed from that the trial should continue with respect to the said accounts corresponding to the year 1903, in order that the plaintiff might make such objections and statements in regard to the same as he deemed proper, and adduce the evidence conducive to prove his claim, in accordance with law.

It is one of the duties of the manager of a joint-account partnership, to liquidate the assets that form the common property, and to state the result obtained therefrom in the final rendering of the accounts which he is to present at the conclusion of the partnership.

Article 243 of the Code of Commerce says:

"The liquidation shall be effected by the manager, and after the transactions have been concluded he shall render a proper account of its results."

It is a recognized fact, and one admitted by both parties, that the partnership herein concerned concluded its transactions on December 31, 1903; wherefore the firm of Warner, Barnes & Co., Ltd., the manager of the partnership, in declaring the latter's transactions concluded and in rendering duly verified accounts of its results, owes the duty to include therein the property and effects belonging to the partnership in common. This rule was established by the supreme court of Spain in applying a similar precept of the mercantile code, in its decision on an appeal in cassation of the 1st of July, 1870, setting up the following doctrine:

"In case of the liquidation of a company of this kind (denominated joint-account partnership), inasmuch as the sale of the firm assets is necessarily uncertain and eventual, considering the greater or lesser selling price that may be obtained from the property and effects which comprise such assets, the price received should be allotted in the same proportion as that fixed in the contract for the division of the profits and losses, for otherwise one of the partners would be benefited to the detriment and loss of his copartners."

This doctrine is perfectly legal and in accord with justice, as no person should enrich himself wrongfully at the expense of another; and, in the case under review, should it be duly and fully proved that the managing firm acquired realty in the name and at the expense of the joint-account partnership with the plaintiff firm, it is just that, in liquidating the property of common ownership, such realty should be divided between the partners in the same manner as were the profits and losses during the existence of the business, from the beginning of the partnership to the date of its dissolution.

By the facts herein above set forth, it has been shown that in the present state of this cause resulting from the rendering of the judgment appealed from, it has not been possible to decide in a final manner the various issues brought up and controverted by the litigants, for, though it be granted as proved that the defendant firm, the manager of the said partnership, has in fact rendered accounts pertaining to the years from June 30, 1899, to December 31, 1902, as found in the said judgment, there still remain to be decided the four points or questions of fact before specified. Wherefore, and in accordance with section 496 of the Code of Civil Procedure, a new trial should be held for the purpose of a final decision of all the questions involved in this litigation, and accordingly the judgment appealed from is set aside and this cause shall be returned to the court below, accompanied by a certified copy of this decision, for the holding of a new trial, for which purpose, first, the defendant shall be advised that it must, within a fixed period, render an account, verified by vouchers, of its management of the business of the joint-account partnership with the plaintiff, pertaining to the months from December 1, 1898, to June 29, 1899, and to the twelve months of the year 1903, unless it shall prove in a satisfactory manner that the said partnership began on June 30, 1899, contrary to the averment of the plaintiff supported by evidence that it commenced on December 1, 1898, in which case the said rendering of account shall be restricted to the twelve months of the year 1903, in the accounts of which last period must be included all the property that is found to belong to the said partnership; second, in the examination of the accounts that may be found to have been rendered, the parties may allege and prove facts conducive to their revision or approval besides availing themselves of the evidence already adduced at trial; and, third, with respect to the accounts corresponding to the period from June 30, 1899, to December 31, 1902, already approved, the trial court shall proceed in accordance with law, duly considering the errors, omissions, mistakes and fraudulent or deceitful acts that have been alleged or may specifically be alleged in rejecting the said approved accounts, as well as the evidence introduced by both parties, and it shall be careful to decide in its final judgment all the issues raised between the parties in the course of this litigation and to provide such remedies as are proper in regard to their respective claims. So ordered.

Johnson, Moreland, and Trent, JJ., concur.

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