

THE CITY OF MANILA, PLAINTIFF AND APPELLEE, VS. EVARISTO BATLLE ET AL., DEFENDANTS AND APPELLANTS.

G.R. No. 8429. March 07, 1914

Ponente: MORELAND, J.

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MORELAND, J.:

On the 12th of October, 1911, plaintiff filed a complaint for the condemnation of certain lots of land situated in the city of Manila, among them lands belonging to defendants, for the purpose of widening a public street parallel to the Escolta in the district of Binondo.

Defendants answered the complaint, admitting the right of the city to condemn and setting their damages at P196,000.

A commission of three persons was duly appointed which, after viewing the premises and hearing the parties and their witnesses, made its report, whereby said defendants and appellants were allowed P84,173.40 for the land condemned and P35,000 for the improvements thereon, making a total of P119,173.40.

When the report came before the court the city attorney, by a written motion, asked the court to confirm the same and render judgment in accordance with its findings and conclusions. This motion was agreed to by the defendants Battle and wife, and, in open court, counsel for both parties orally requested the court to confirm the report in accordance with the motion of the city attorney.

On September 3, 1912, the court, disregarding the agreement of the parties, and without notice to the parties and without evidence other than that found in the report, rendered a judgment disapproving the report in so far as it related to the damages allowed Battle and wife and made other and different findings, and, thereon, reduced the award made them from P119,173.40 to P105,144.50.

The appellants excepted to the new findings and the judgment based thereon and moved the court to set it aside and to grant a new trial upon several grounds, among them being that the action of the court was unjustified, in violation of the agreement of the parties affected, and beyond the power of the court to make. This motion was denied and the appellants duly excepting thereto appealed to this court.

It is contended by the appellants that, under the facts above related, it was the duty of the trial court to approve the report of the commissioners and that the law did not justify it in setting it aside and making findings of its own prejudicial to the interests of the appellants. The appellants assert that both parties litigant having agreed to the findings of the commissioners, having accepted the award made thereby, and having manifested that conformity in proper form, and having agreed in open court to the confirmation of the report as presented, the trial court had no authority to do otherwise than to confirm.

The appellee, on the other hand, contends, as a matter of fact, that there was no agreement between the attorneys for the parties relative to the confirmation of the report of the commissioners, saying:

"The fatal defect in appellants' position is that the agreement which they rely on as the basis for their appeal is purely an invention of counsel, never having had any existence in fact. The circumstances which counsel construe into a binding stipulation were these: On the filing of the report of the commissioners, counsel for the city, who in the proceedings before the commission had vigorously contested the extravagant estimates of value placed upon appellants' land by alleged experts, filed on August 3, 1912, the following motion:

" 'The undersigned attorney for the plaintiff, the city of Manila, in the above-entitled action, prays the court to approve and confirm the report of the commissioners in said cause and render a decision in conformity therewith.'

"On presenting the above motion in open court, counsel for both sides submitted 'said report to the court without objection and with a verbal request for its approval.'"

We cannot agree with the position of counsel for the city above set out, in so far as it denies conformity on the part of counsel for the interested parties for the approval by the court of the report of the commission. Counsel himself admits, as expressly appears in the bill of exceptions, that the counsel for the city moved the court for the confirmation of the report, that counsel for the appellants joined in the motion, and that both together prayed in open court that said report be confirmed.

Moreover, there appears in one of the bills of exception filed on this appeal the following:

"On the 18th of September, 1912, the plaintiff, the city of Manila, and the defendants, Evaristo Batlle y Hernandez and his wife Luisa Alvarez Estrada y Arrieta, presented the following agreement:

" 'It is hereby agreed between the city of Manila, plaintiff, and Evaristo Batlle y Hernandez and his wife, Luisa Estrada, defendants, that when the above-entitled cause was called for hearing upon the report of the commissioners, the city attorney, Hon. I. Adams, in representation of the city of Manila, and W. A. Kincaid, in representation of the defendants Batlle and wife, submitted the said report to the court without objection and with a verbal request for its approval.'"

The bill of exceptions containing this agreement was expressly approved by the attorney for the city on the 2d day of October, 1912, as well as by the court on the 3d of October of the same year.

While, speaking technically, there was no express stipulation for judgment, there was, nevertheless, such an agreement between the parties relating thereto as to amount to the same thing in law. Although, as counsel says, the agreement just quoted was not made until long after the events to which it refers and which it incorporates occurred nevertheless, it embodies, and thereby concedes, the existence of those events, and the existence of those events discloses a perfect agreement between the parties interested relative to the approval and confirmation of the commissioners' report, in so far as it affected their interests.

The question naturally arises then whether, under such circumstances, the court was justified in law in disregarding the conformity of the parties relative to the confirmation of the report and, upon its own motion, to proceed to make findings of fact and conclusions of law of its own and to render a judgment thereupon materially different from that which it would have rendered it if had followed the agreement of the parties interested.

We are of the opinion that the court erred and that its judgment must be reversed to the extent to which it changed the report of the commission relative to the award made to these appellants. Section 246 of the Code of Civil Procedure provides:

"Upon the filing of such report in court, the court shall, upon hearing, accept the same and render judgment in accordance therewith; or for cause shown, it may recommit the report to the commissioners for further report of facts; or it may set aside the report and appoint new commissioners ; or it may accept the report in part and reject it in part, and may make such final order and judgment as shall secure to the plaintiff the property

essential to the exercise of his rights under the law, and to the defendant just compensation for the land so taken; * * *."

From this section it is clear that, on the presentation to the court of the report of the commissioners, the court shall accept the same and render judgment in accordance therewith. That is the first duty thrust upon the court when the report is presented. Under certain conditions, however, the court may do other things. It may recommit the report to the committee; it may set it aside and appoint new commissioners; it may accept the report in part and reject it in part and make such final order as may be just and proper. But it can do these things only upon a condition named in the section and that is that cause be shown.

The showing of cause is a condition precedent for doing anything except to confirm the report. This means that cause must be shown by the parties interested. The court itself has no interest in the matter except, perhaps, in cases where it clearly appears that a fraud has been committed upon the court or upon the public by the report or that the findings of the commission are such as to show fraud, corruption, or bad faith. Its duty, in the absence of cause shown, is to confirm the report. This is so even though there is objection made to it. How much more is it its duty when the parties themselves affirmatively agree upon the justice, equity, and legality of the report and jointly ask for its confirmation.

The judgment appealed from is reversed and the cause remanded to the court whence it came, with instructions to enter a judgment in favor of the appellants and against the appellee for the sum found, by the report of the commissioners to be due them. Of the judgment so entered only that part thereof will be collectible which remains unpaid, with interest thereon. No costs in this instance.

Arellano, C. J., and Araullo, J., concur.

Carson and Trent, JJ., concur in the result.

Judgment reversed; case remanded with instructions.

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