Boston Chamber of Commerce Vs. Boston

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Court : US Supreme Court

Decided On : Apr-04-1910

Appeal No. : 217 U.S. 189

Appellant : Boston Chamber of Commerce

Respondent : Boston

Judgement :

Boston Chamber of Commerce v. Boston - 217 U.S. 189 (1910)
U.S. Supreme Court Boston Chamber of Commerce v. Boston, 217 U.S. 189 (1910)

Boston Chamber of Commerce v. Boston

No. 99

Argued March 2, 3, 1910

Decided April 4, 1910

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ERROR TO THE SUPERIOR COURT

OF THE STATE OF MASSACHUSETTS

SYLLABUS

This Court accepts the construction of a state statute as to condemnation of land given to it by the state court.

While, in condemnation proceedings, the mere mode of occupation does not limit the right of an owner's recovery, the Fourteenth Amendment does not require a disregard of the mode of ownership, or require land to be valued as an unencumbered whole when not so held.

Where one person owns the land condemned subject to servitudes to

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others, the parties in interest are not entitled to have damages estimated as if the land were the sole property of one owner, nor are they deprived of their property without due process of law within the meaning of the Fourteenth Amendment because each is awarded the value of his respective interest in the property.

195 Mass. 338 affirmed.

The facts are stated in the opinion.

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MR. JUSTICE HOLMES delivered the opinion of the Court.

This is a petition for the assessment of damages caused by the laying out of a public street over 2,955 square feet of land at the apex of a triangle between India Street and Central Wharf Street in Boston, the latter being a private way between Milk Street and Atlantic Avenue, laid out by the same order, as part of the same street. The Chamber of Commerce had a building at the base of the triangle, and owned the fee of the land taken. The Central Wharf & Wet Dock Corporation, which owned other land abutting on the new street, had an easement of way, light, and air over the land in question, and the Boston Five Cents Savings Bank held a

mortgage on the same, subject to the easement. These three were the only parties having any interests in the land. They filed an agreement in the case that the damages might be assessed in a lump sum, the City of Boston refusing to assent, and they contended that it was their right, as matter of law, under the Massachusetts statute, Rev.Laws c. 48, 20-22, and the Fourteenth Amendment, to recover the full value of the land taken, considered as an unrestricted fee. The city, on the other hand, offered to show that, the restriction being of great value to the Central Wharf & Wet Dock Corporation, the damage to the market value of the estate of the Chamber of Commerce was little or nothing, and contended that the damages must be assessed according to the condition of the title at act date of the order laying out the street. It contended that the jury could consider the improbability of the easement being released, as it might affect the mind of a possible purchaser of the servient estate, and that the dominant owner could recover nothing, as it lost nothing by the superposition of a public easement upon its own. The parties agreed that, if the petitioners were right, the damages should be assessed at $60,000, without interest, but if the city was right, they should be $5,000. The judge before whom the case was tried ruled in favor of the city, and this ruling was sustained by the Supreme

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Judicial Court upon report. 195 Mass. 338. A judgment was entered in the court where the record remained, and then the case was brought here.

We assume in favor of the petitioners, the plaintiffs in error, that their only remedy was under the statute, and we give them the benefit of the doubt in interpreting the decision of the court so far as to take it to mean that the statutes of Massachusetts authorize the taking of land held as this was with no other compensation than according to the principle laid down. In short, we assume in their favor that the constitutional question is open, and that the case properly is not to be dismissed. But we are of opinion that, upon the only possible question before us here, the decision was right.

Of course, we accept the construction given to the Massachusetts statute by the state court. *Maiorano v. Baltimore & Ohio R. Co.,* 213 U. S. 268 , 213 U. S. 272 . The only question to be considered is whether, when a man's land is taken, he is entitled, by the Fourteenth Amendment, to recover more than the value of it as it stood at the time. For it is to be observed that the petitioners did not merely contend that they were entitled to have the jury consider the chance of getting a release, for whatever it might add to the market value of the land, as the city merely contended that the jury should consider the chance of not getting one. The petitioners contended that they had a right, as matter of law, under the Constitution, after the taking was complete and all rights were fixed, to obtain the connivance or concurrence of the dominant owner, and by means of that to enlarge a recovery that otherwise would be limited to a relatively small sum. It might be perfectly clear that the dominant owner never would have released short of a purchase of the dominant estate -- in other words, that the servitude must have been maintained in the interest of lands not before the court -- but still, according to the contention, by a simple joinder of parties after the taking, the city could be made to pay for a loss of theoretical creation, suffered by no one in fact

The statement of the contention seems to us to be enough.

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It is true that the mere mode of occupation does not necessarily limit the right of an owner's recovery. *Boom Co. v. Patterson,* 98 U. S. 403 , 98 U. S. 408 ; *Louisville & Nashville R. Co. v. Barber Asphalt Co.,* 197 U. S. 430 , 197 U. S. 435 . But the Constitution does not require a disregard of the mode of ownership -- of the state of the title. It does not require a parcel of land to be valued as an unencumbered whole when it is not held as an unencumbered whole. It merely requires that an owner of property taken should be paid for what is taken from him. It deals with persons, not with tracts of land. And the question is, what has the owner lost? not, what has the taker gained? We regard it as entirely plain that the petitioners were not entitled as matter of law to have the damages estimated as if the land was the sole property of one owner, and therefore are not entitled to $60,000 under their agreement. *See Bartlett v. Bangor,* 67 Me. 460, 468; *Walker*

v. Manchester, 58 N.H. 438, 441; *Gamble v. Philadelphia,* 162 Pa. 413; *In re Adams,* 141 N.Y. 297; *Olean v. Steyner,* 135 N.Y. 341, 346; *Crowell v. Beverly,* 134 Mass. 98. There is some subordinate criticism under the alternative agreement, giving them only $5,000. It is noticed that this was conditioned upon the petitioners' not being entitled, as just stated, and upon the admissibility of the evidence offered by the city, and upon the substantial correctness of the requests for rulings, and it is said that the evidence was not admissible. It seems to us that the worst objection to it was that it was offered to prove the obvious. But, taking the agreement fairly, we think it meant only to contrast broadly the position of the two sides, and made the result depend upon which was right.

Judgment affirmed.