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FOR PUBLICATION

**IN THE SUPERIOR COURT
OF THE
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS**

JOSE CH. CAMACHO,)	Civil Action No. 04-0220E
)	
Plaintiff,)	
)	
vs.)	
)	ORDER AWARDING INTEREST TO
)	PLAINTIFF
CNMI DEPARTMENT OF PUBLIC WORKS and the MARIANAS PUBLIC LANDS AUTHORITY,)	
)	
)	
Defendants.)	

I. INTRODUCTION

THIS MATTER came on for hearing on October 12, 2005, at 2:00 p.m. for a Bench Trial on the sole issue of determining the reasonable rate of interest due in addition to the principal amount awarded to Plaintiff. A key factor of such determination was the time of taking of the property subject to dispute. Plaintiff Jose CH. Camacho (“Plaintiff”) appeared and was represented by counsel Robert Torres. Ramon Quichocho appeared on behalf of the Defendant Marianas Public Lands Authority (“MPLA”). Assistant Attorneys General Allan Barak and Christin St. Peter appeared on behalf of the CNMI Department of Public Works (“DPW”).

II. BACKGROUND

On August 5, 2005, the Court issued an order granting in part and denying in part Plaintiff’s Motion for Summary Judgment and denying MPLA’s Cross-Motion for Summary Judgment. On August 19, 2005, MPLA filed a Motion for Reconsideration of the Court’s August 5, 2005 decision, on the ground of preventing “manifest injustice.” The Court denied MPLA’s Motion for Reconsideration on September 14, 2005.

1 On October 12, 2005, a bench trial was conducted to determine the time of taking for the sole
2 purpose of calculating the pre-judgment interest to be awarded to Plaintiff. At the hearing, MPLA
3 called DPW employee Diego Songsong to testify regarding how DPW determined the time of taking.
4 Mr. Songsong concluded that the correct time of taking was December 26, 1990. In summation,
5 Plaintiff argued that the rate of pre-judgment interest should, as testified to by Mr. Songsong, begin
6 accruing at time of the taking, as determined by DPW, December 26, 1990. MPLA requested
7 “guidance” in calculating the interest, because the date of taking testified to by DPW was different from
8 the government’s original time of taking of 1992 that was used to value the property. In response the
9 Court invited the parties to brief the issue.

10 Plaintiff submitted his suggestions for calculating the interest on October 19, 2005, wherein he
11 requested a 3% annual rate of prejudgment interest, to be compounded annually on the principal award
12 granted by Summary Judgement, accruing from December 26, 1990--the undisputed time of taking as
13 testified to by DPW employee Mr. Songsong. Instead of filing a separate proposal for the calculation
14 of interest MPLA submitted a written series of objections to Plaintiff’s proposal based on several
15 enumerated evidentiary grounds.¹ However, MPLA failed to apply any of its sweeping enumerated
16 objections to Plaintiff’s submission. Rather, MPLA in its brief confirmed what was purportedly
17 discovered at trial: (1) that the time of taking according to the DPW for the purposes of determining
18 interest to be awarded to Plaintiff was December 26, 1990, *MPLA’s Objection to Plaintiff’s Submission*
19 *of Re-computed Interest Following October 12th Hearing*, pp. 2-3, and (2) that “[a]t the trial on the issue
20 of interest, MPLA established that land claimants seeking compensation under PL 13-17, as amended,
21 are compensated at three percent interest, compounded annually, in addition to the appraised value at
22 the time of taking,” *MPLA’s Objection to Plaintiff’s Submission of Re-computed Interest Following*
23 *October 12th Hearing*, pg. 3, para. 1. Lastly, MPLA rehashed issues that previously have been
24 addressed by this Court, namely the value of the land at the time of taking, and whether Plaintiff’s
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27 ¹ Specifically the grounds enumerated by MPLA were, “(1) irrelevant and/or immaterial, (2) misleading, (3)
28 made in violation of Com. R. Evid. 603 and/or not declared under penalty of perjury, introduces ‘facts’ not in evidence,
(5) hearsay, (6) repetitive, (7) speculative, (8) vague.” *MPLA’s Objection to Plaintiff’s Submission of Re-computed*
Interest Following October 12th Hearing, pg. 1, para 1.

1 “failure to exhaust available remedies” barred his suit. As a result, MPLA requests that Plaintiff’s
2 entire submission be stricken.

3 III. DISCUSSION

4 A. MPLA’S Evidentiary Objections

5 In its written objection to Plaintiff’s submitted proposal for the calculation of interest, MPLA
6 lists several grounds upon which it objects. However, MPLA fails to demonstrate in its brief how any
7 of the cited bases for objection actually applies to exclude Plaintiff’s submission or supporting exhibit.
8 Rather, MPLA simply levies several undefined objections and relies on this Court to discover its
9 meaning. Nevertheless, Plaintiff’s submission and supporting exhibit do not assist the Court in
10 disposing of the sole issue to be decided, thus obviating the need for the Court to consider Plaintiff’s
11 submission, and in turn for this Court to consider MPLA’s objections.

12 B. MPLA’s Request for Reconsideration of Issues Previously Disposed is Improper.

13 MPLA also manages to revive from disposition, several familiar arguments including the value
14 of Plaintiff’s land at the time of taking and Plaintiff’s purported failure to exhaust his administrative
15 remedies as a bar to this suit. Both of these issues were addressed multiple times in previous rulings.²
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18 ² See *Camacho v. CNMI Dep’t of Pub. Works*, Civ. No. 04-0220 (N.M.I. Super. Ct. Jan. 13, 2005)
19 ([Unpublished] Opinion) (Order Denying MPLA’s Motion to Dismiss and Motion for Sanctions); *Camacho v. CNMI*
20 *Dep’t of Pub. Works*, Civ. No. 04-0220 (N.M.I. Super. Ct. Aug. 5, 2005) (Order Granting in Part and Denying in Part
21 Plaintiff’s Motion for Summary Judgment and Denying MPLA’s Cross-Motion For Summary Judgment at 2) (“MPLA’s Cross-Motion for Summary Judgment raised the very same issues the Court dismissed on January 13, 2005,
22 namely that MPLA is an improper party to the suit and that ‘Plaintiff’s choice is clear - exhaust all AVAILABLE
23 administrative remedies at MPLA.’”); *Id.* at 4. (“In the present matter, the government determined in 1992 that just
24 compensation for the three lots comprising the 737 square meters of Plaintiff’s [land] was \$90.00 per square meter for a
25 fee simple interest and an addition \$299,000 severance damage. . . . MPLA does not provide any convincing argument
26 that the 1992 valuation was in error nor does it present any reason, much less a compelling reason, why a valuation other
27 than the 1992 valuation is appropriate. As such, the Court determines that the \$90.00 per square meter for a fee simple
28 interest and an additional \$299,000 severance damage amount offered to and accepted by Plaintiff is the proper measure
of the value of the three lots comprising the 737 square meters of Plaintiff’s land Taken for public use.”); *Camacho v.*
CNMI Dep’t Pub. Works, Civ. No. 04-0220 (N.M.I. Super. Ct. Sep.14, 2005) (Order Denying MPLA’s Motion for
Reconsideration, Order Correcting Judgment Regarding Sanctions at 3) (“In its Motion, MPLA fails to cite any new
evidence or a change of controlling law. Rather, MPLA argues that reconsideration must be granted to prevent a
manifest injustice. In support of its argument, MPLA argues that the basis of the Court’s August 5, 2005 decision is
incorrect - that MPLA did not have a contract with Plaintiff and the Court ‘should not take over MPLA’s role in the
Land Compensation program.’ MPLA fails to cite any case law supporting its argument. As such, the Court does not
find that MPLA meets the difficult burden of showing a ‘manifest error’ as required in a motion for reconsideration, but

1 In spite of this Court’s prior order, which instructs that motions for reconsideration must be
2 supported by a showing of extraordinary circumstances which justify relief, MPLA again raises issues
3 previously disposed by this Court under the guise of a series of evidentiary objections. Similarly,
4 MPLA again fails to provide any support, legal or otherwise for its request for reconsideration. The
5 lack of support for its arguments again indicates that MPLA is merely expressing its displeasure with
6 the Court’s order. Such displeasure alone is insufficient to support a motion to reconsider.

7 Moreover MPLA’s reliance on PL 13-17, as amended, to support its arguments is insufficient
8 to warrant reconsideration of this Court’s prior disposition. Specifically, MPLA argues that PL 13-17,
9 as amended, requires that an appraisal must be conducted to value the land subject to a government
10 taking. Although the extensively amended PL 13-17 specifies a method for the valuation of land taken
11 for a public purpose, the Court finds MPLA’s interpretation of PL 13-17 as requiring an appraisal
12 questionable, given that the plain language of the statute only mandates that, “land owners shall receive
13 just compensation based on the fair market value of the land at the time of taking by the
14 Commonwealth.” PL 13-25 § 1(3), amending PL 13-17 by adding Section 9, codified at 2 CMC §
15 4746. Consequently, this Court will refrain from considering MPLA’s arguments, which have been
16 previously addressed in previous rulings.

17 In light of MPLA’s casual reassertion of previously disposed arguments, this Court suggests
18 that MPLA review the pleading requirements of Rule 11 of the Commonwealth Rules of Civil
19 Procedure. Specifically, MPLA should be mindful that:

20 [b]y presenting to the court . . . a pleading, written motion, or other paper, an attorney
21 . . . is certifying that to the best of the person’s knowledge, information, and belief
22 formed after an inquiry reasonable under the circumstances,
23
24 (2) the claims . . . therein are warranted by existing law

25 Com. R. Civ. P. 11(b).

26 **C. Rate of Pre-judgment Interest to be Applied**

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28 merely is expressing its displeasure with the Court’s August 5, 2005 order.”)

1 No statutory provision specifically fixes the rate of pre-judgment interest to be awarded to a
2 Plaintiff who successfully brings an action to be compensated for a taking for public purposes. *See*
3 *Estate of Muna v. Commonwealth*, Civ. No. 96-0769 (N.M.I. Super. Ct. Dec.4, 2003) (Order Granting
4 Summary Judgment in Part and Denying Summary Judgment in Part at 7). “Without a specific statute
5 to guide the Court, [the Court is] left with ascertaining a rate that exemplifies fairness.” *Id.*

6 Here, a bench trial was conducted to determine a reasonable rate of pre-judgment interest to
7 award to Plaintiff. During the bench trial, MPLA called Diego Songsong, a DPW employee, to testify
8 as to the correct time of taking for the sole purpose of calculating interest. Mr. Songsong testified that
9 under the DPW’s evaluation of the facts, the time of taking was December 26, 1990. After the hearing,
10 this Court gave leave to both parties to submit suggestions on how to calculate the interest awarded to
11 Plaintiff. Plaintiff submitted a brief requesting pre-judgment interest at the rate of 3%, compounded
12 annually from the date of taking. MPLA in its brief offered no objection to this calculation. “At the
13 trial on the issue of interest, MPLA established that land claimants seeking compensation under PL 13-
14 17, as amended, are [indeed] compensated at three percent interest compounded annually, in addition
15 to the appraised value at the time of taking.” *MPLA’s Objection to Plaintiff’s Submission of Re-*
16 *computed Interest Following October 12th Hearing*, pg. 3, para. 1.

17 Given that both parties are in agreement as to the amount of pre-judgment interest that should
18 be awarded to Plaintiff, this Court finds no dispute in awarding the Plaintiff 3% interest, compounded
19 annually, to the Plaintiff’s principal award of \$90.00 per square meter for a fee simple interest and also
20 on the additional \$299,000 severance damage.

21
22 **D. Rate of Post-judgment Interest to be Applied**

23 In contrast to the dearth of statutory instruction related to pre-judgment interest awarded to a
24 successful Plaintiff, the post-judgment rate in the Commonwealth is fixed at 9%. 7 CMC § 4101.
25 Therefore, post-judgment interest will accrue on the Plaintiff’s principal award of \$90.00 per square
26 meter for a fee simple interest and also on the additional \$299,000 severance damage at a rate of 9%
27 per annum from the date entered below.

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IV. CONCLUSION

For the foregoing reasons, the Court awards Plaintiff pre-judgment interest at a rate of 3%, compounded annually to accrue upon the principal sum awarded of \$90.00 per square meter and upon the \$299,000 severance damage commencing on December 26, 1990. In addition, the Court awards Plaintiff post-judgment interest at the statutorily defined rate of 9% to accrue annually upon the above-listed principal award from the date entered below.

So ORDERED this 10th day of November 2005.

/s/
David A. Wiseman, Associate Judge