

LAIBON (sometimes written LAIPAN), Plaintiff

v.

NAMILUR, JERA (sometimes written SERA), and LIBIT
(sometimes written LIPIT), Defendants

Civil Action No. 68

Trial Division of the High Court

Marshall Islands District

May 12, 1959

Action in which claimant seeks to upset settlement concerning *iroij lablab* and *iroij erik* rights in land on Nallo Island, Mili Atoll. The Trial Division of the High Court, Chief Justice E. P. Furber, held that claimant, having once undertaken to support another as *iroij lablab* and agreed to division of *iroij erik* rights between himself and others, owes them obligation under Marshallese system of land tenure to stand by this agreement in absence of good cause for change.

1. Marshalls Custom—"Iroij Lablab"—Recognition

Where party has once undertaken to support another as *iroij lablab* and has agreed to division of *iroij erik* rights between himself and others, he owes them obligation under Marshallese custom to stand by agreement in absence of good cause for change.

2. Marshalls Land Law—Delegation of Powers

Under Marshallese custom, one who handles details of work of *iroij erik* and *iroij lablab* is subject to obligation to handle these matters as their representative and in accordance with their wishes.

FURBER, *Chief Justice*

This action came on for hearing before me May 8, 1959, upon the master's report, and was argued by the plaintiff Laibon, his counsel Driklan, and by the defendant Namilur on behalf of all three defendants.

The master's report is approved.

SUMMARY OF FACTS

In this action the plaintiff Laibon seeks to upset a settlement, in which he admittedly participated, concerning the *iroij lablab* rights and the "*lajubjub*" rights (as the

parties call them, though they were treated by the Japanese Administration as *iroij erik* rights, and may be so considered for the purposes of this action) in thirteen pieces of land on Mili (sometimes spelled Mille) Atoll in the Radak Chain of the Marshall Islands. He claims he didn't fully understand the settlement, and that as a man he should be able to lead the two women defendants Jera and Libit and make decisions for them, although Jera is admittedly senior to him. The defendant Namilur claims no rights in the lands in question, except as the son and representative of the defendant Jera.

CONCLUSIONS OF LAW

[1] 1. This action is controlled primarily by the principles set forth in the conclusions of law by this court in *Lainlij v. Lojoun*, 1 T.T.R. 113. The plaintiff Laibon, having once undertaken to support the defendant Jera as *iroij lablab* and agreed to the division of the *iroij erik* rights between himself and the defendants Jera and Libit, owed them an obligation under the Marshallese system of land tenure to stand by this agreement in the absence of good cause for change. The court considers that no good cause for such change has been shown.

[2] 2. The court recognizes that under Marshallese custom the plaintiff Laibon, as a man, might well have expected to handle the *lajubjub* (or *iroij erik*) share for the defendants Jera and Libit, and some of the details of Jera's work as *iroij lablab*, but this would all be subject to his obligation to handle these matters as Jera's representative and in accordance with her wishes within the limits of the agreement between them. He has shown such serious disregard of her and Libit's rights that the court considers neither Jera nor Libit is under any obligation to use Laibon as their representative.

JUDGMENT

It is ordered, adjudged, and decreed as follows:—

1. As between the parties, all of whom live on Nallo (sometimes spelled Nalu) Island, Mili Atoll, and all persons claiming under them:—

(a) The defendant Jera is the *iroij lablab* of the following thirteen *wato*, all located on Mili (sometimes spelled Mille) Atoll in the Marshall Islands District:—

1. Enearmij on Lukonwor Island
2. Depdep " " "
3. Bokanman " " "
4. Torwa on Mili Island
5. Boklan on Nallo Island
6. Unpar " " "
7. Eneraj " " "
8. Bikenen on Tokewa Island
9. Bokonkear Island
10. Konanin on Nallo Island
11. Kojem " " "
12. Monuial " " "
13. Monkeblak " " "

(b) The *lajubjub* rights, which so far as this action is concerned are the same as *iroij erik* rights, in these thirteen *wato* are held by the defendants Jera and Libit and the plaintiff Laibon in equal shares, and the defendant Jera, as the senior of them, is entitled to supervise the collection and division of the shares based on these rights.

2. The parties have an obligation to account to each other for any part of the *iroij lablab* and *lajubjub* shares from these *wato* which any one of them has withheld or handled contrary to the terms of paragraph 1 of this judgment, since the dispute arose between them in 1954. Laibon is to take the initiative in trying to reach an agreement as to the net amounts due from or to him or from

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any of the other parties. If the parties are not able to agree on these matters within six (6) months from today, any one of them may apply to this court for further order concerning them.

3. No costs are assessed against any party.

KELEMEND, Plaintiff

v.

MAK, Defendant

Civil Action No. 59

Trial Division of the High Court

Ponape District

June 2, 1959

Action to determine ownership of land on Pingelap Atoll, in which alleged donee of land claims right to ownership over prior donee of same land. The Trial Division of the High Court, Chief Justice E. P. Furber, held that first donee prevails as he did not fail in any obligation to donor, and although Pingelap land law permits later readjustment of land rights, attempted second gift was not one authorized by system.

1. Ponape Land Law—Pingelap

Land law on Pingelap is different from that on Ponape Island and neighboring islands and is unique.

2. Ponape Land Law—Pingelap—Family Ownership

Under Pingelap land system, land within family is subject to adjustment years after donor has died according to respective needs of different branches of family on Pingelap at time.

3. Ponape Land Law—Pingelap—Family Ownership

Although Pingelap land is referred to as belonging to individual, it is regarded as essentially a family asset to be made available to members of family on Pingelap in proportion to their needs.

4. Ponape Land Law—Pingelap

Where donor transfers land to another in 1926 and donee does not fail in any obligation to donor, and then donor attempts transfer of land to third party who is not resident of Pingelap, second transfer is not authorized by Pingelap system of land law and is of no legal effect.