

NGIRNGERAK, Appellant  
v.  
NGIRANGEANG, MELIAITAU, TULOP and ASAO, Appellees

Civil Action No. 197  
Trial Division of the High Court  
Palau District  
April 6, 1961

Action by husband against relatives of his deceased wife, in which plaintiff seeks reimbursement for portion of cost of house given as *chelebechiil* under Palau customary law. On appeal from Palau District Court judgment for defendants, the Trial Division of the High Court, Chief Justice E. P. Furber, held that decision as to *chelebechiil* honestly arrived at in traditional meeting between relatives of husband and wife finally determines rights and obligations of each side as against the other, and plaintiff is bound by such decision under Palau customary law.

Affirmed.

1. Palau Custom—Widower—“Chelebechiil”

Under Palau custom, determination made at meeting between relatives of wife and relatives of husband as to *chelebechiil*, if honestly arrived at, finally determines rights and obligations of each side as against the other.

2. Palau Custom—Widower—“Chelebechiil”

Under Palau custom, where honest determination is made as to *chelebechiil* at meeting between relatives of wife and relatives of husband, individual member of one side has no right to claim from opposite side a revision of the agreement.

3. Palau Custom—Widower—“Chelebechiil”

There is nothing in Trust Territory law which will relieve party from burden involved in honest determination as to *chelebechiil* under Palau custom.

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|------------------------|-----------------------|
| Assessor:              | JUDGE FRANCISCO MOREI |
| Interpreter:           | HARUO I. REMELIUK     |
| Counsel for Appellant: | JONAS W. OLKERIIL     |
| Counsel for Appellees: | E. TERMETEET          |

FURBER, *Chief Justice*

This is an appeal from judgment holding that the appellees are not responsible to pay any part of the costs of

construction of a house given as "*Chelebechiil*" under Palau custom following the dissolution of a marriage by the death of the wife.

Counsel for the appellant claimed it was clearly shown that the house in question had not been fully paid for at the time of the wife's death and that the appellant, who was the husband of the deceased, and was the plaintiff in the District Court, should be reimbursed by the defendants as the wife's relatives, for the portion of the cost which was unpaid at the time of the wife's death.

Counsel for the appellees claimed that any question of obligation of the defendants to contribute toward the cost of the house was a matter which should have been brought up at the traditional meeting of the wife's relatives and the husband's relatives following the wife's death and that, it having been agreed at this meeting that the house should be given as *chelebechiil*, in lieu of money, without any agreement that the defendants should contribute toward the cost, there was no obligation on them to make such a contribution or reimburse the plaintiff for any expenses he had incurred in connection with the construction of the house.

#### OPINION

In a previous case between the same parties, from which no appeal was taken, it was already decided that the house in question was included in the *chelebechiil* agreed upon at the traditional meeting between the wife's relatives and the husband's relatives. This *chelebechiil* is very similar under Palau custom to *olmesumech* discussed in the opinion of this court in the case of *Ngiramechelbang Ngeskesuk v. Dirraiwesei Moleul*, 2 T.T.R. 188, and *Itelbang v. Garbrina*, 2 T.T.R. 194, except that *chelebechiil* is the term applied when payment follows the dissolution of a marriage by death rather than divorce.

[1, 2] Here it appears that the husband, who was the plaintiff in the District Court and the appellant here, is trying to upset a determination made at the traditional meeting between the relatives of the wife and the relatives of the husband. It seems very clear under the custom that a decision as to the *chelebechiil* honestly arrived at in such a meeting finally determines the rights and obligations of each "side" as against the other and that an individual member of one side has no right to claim from the opposite side a revision of the arrangement, as the plaintiff is attempting to do here.

[3] The Palauan system of society places a number of restraints upon individual members of family groups, but this is essential to the smooth operation of the system and to the benefits which the system provides. One living under it cannot fairly expect to get the advantages without the burdens, and the court finds nothing in the written Trust Territory law which can properly be construed as relieving the plaintiff from the burden here involved.

#### JUDGMENT

The Judgment of the District Court for the Palau District in its Civil Action No. 733 is affirmed without costs.