

9. The children of Jose S.N. Cabrera, deceased, an undivided one-ninth interest.

The previous appointment of a Land Trustee to act on behalf of the heirs of Juan T. Cabrera, deceased, is hereby revoked and is no longer of legal effect.

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VICTORIA JOHANES, Plaintiff

v.

RISONG MECHOL, RENGUUL, and UNIBALT TELLEI,  
Defendants

Civil Action No. 347

Trial Division of the High Court

Palau District

January 9, 1969

Action to recover clan land sold without clan consent. The Trial Division of the High Court, D. Kelly Turner, Associate Justice, held that an individual may not transfer his land which is part of clan holdings without consent of clan and also that whether *Tochi Daicho* listing of land ownership is erroneous or not, an innocent buyer is entitled to rely upon it.

1. Palau Land Law-Clan Ownership--Transfer

An individual may not transfer his land, which is a part of clan holdings, without first obtaining consent of the clan members.

2. Palau Custom-Clans-Membership

Under Palau custom clan members should have assumed responsibility for debts incurred by clan member.

3. Palau Land Law-Japanese Survey-Presumptions

Whether the *Tochi Daicho* listing of ownership of land was erroneous or not, a land buyer is entitled to the benefit of the presumption that the listing correctly showed the status of the title.

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*Assessor:*

*Interpreter:*

*Counsel for Plaintiff:*

*Counsel for Defendants:*

JUNGE PABLO RINGANG

SINGICHI IKESAKES

ITELBANG LUH

WILLIAMO. WALLY

TURNER, *Associate Justice*

This action was brought by plaintiff, a strong member of the matrilineal line of Ngermektii Clan in Melekeok Municipality, Babelthaup Island, Palau District, in behalf of the clan to recover land sold without clan consent by defendant Renguul to defendant Unibalt Tellei.

After the pre-trial conference the clan members, the defendants, and their respective counsel reached an agreement of settlement. At the time set for trial, counsel requested the court to reduce the settlement to a formal order for summary judgment.

Aside from the terms of the settlement itself, two matters of Palauan clan custom as well as a significant American common-law principle applicable to land matters were involved in the result reached.

**[1]** The defendants agreed with the plaintiff (the clan) that an individual may not transfer his land, which is a part of clan holdings, without first obtaining consent of the clan members. Here, the defendant Renguul attempted to sell the land to Tellei without the consent of the clan, save and except consent given by the defendant Risong Mechol.

**[2]** Renguul sold the land for one thousand dollars (\$1,000.00) to raise money to pay certain debts he had incurred. The clan members agreed they should have assumed responsibility for his debts and the question of the land sale would not have arisen.

**[3]** Finally, the buyer, Tellei, was considered by the parties as an innocent purchaser without notice that the land was subject to clan control because it was listed in the *Tochi Daicho* as the individual property of the defendant Renguul and Darou, now deceased. Whether the *Tochi Daicho* listing was erroneous or not, and it appears to be, the land buyer was entitled to the benefit of the presump-

tion, upheld many times by this court, that the listing correctly showed the status of the title.

**In** view of the demonstrated equities on both sides of the case, the court is willing to accept the settlement reached between the clan and, primarily, Tellei. Accordingly, upon the statements made by counsel to the court, it is

Ordered, adjudged, and decreed:-

1. That Unibalt Tellei, by this judgment, transfers back to plaintiff Victoria Johanes and the Ngermektii Clan of Melekeok Municipality, Palau District, claiming through her, the land located in Melekeok Municipality known as Ngeriars.

2. That title to the land known as Ngeoroi in Melekeok Municipality, Palau District, is and shall continue to be vested in Unibalt Tellei and the plaintiff Victoria Johanes and the Ngermektii Clan renounces and quitclaims to Tellei whatever interest it may have in the land known as Ngeoroi.

3. That Mibuk Dlemau, brother of the plaintiff, in behalf of the clan, shall pay the sum of one thousand dollars (\$1,000.00) to Unibalt Tellei upon receipt of this judgment and any repayment he shall receive shall be a matter of settlement between himself, the defendant Renguul, and the clan.

4. No costs are awarded.