

LOBWERA, Plaintiff
v.
LABILIET, Defendant
Civil Action No. 193
Trial Division of the High Court
Marshall Islands District
April 24, 1964

Action to determine *alab* and *dri jermal* rights in four *wato* on Majuro Atoll. The Trial Division of the High Court, Chief Justice E. P. Furber, held that as to three of these *wato*, *iroij erik* gave claimant only revocable permission to work and manage them temporarily and no compensation was contemplated beyond temporary use of land, but that as to fourth *wato*, gifts of *alab* and *dri jermal* rights therein are binding upon the parties and cannot be cut off without good cause and consent of *iroij lablab*.

1. Marshalls Land Law—Use Rights

Under Marshallese custom, where party has revocable permission to work *wato* and there is no express agreement as to other compensation, benefit which person obtains from temporary use of land is only compensation he can reasonably expect for development of land.

2. Marshalls Land Law—Use Rights

Under Marshallese custom, where party has only revocable permission to work *wato*, any buildings he puts up are at his own risk if he does not wish to remove them.

3. Marshalls Land Law—"Iroij Lablab"—Powers

Under Marshallese custom, where *iroij erik's* gifts of *alab* and *dri jermal* rights in land are binding, and party acts upon gifts in good faith and develops land and makes substantial improvements thereon, his rights cannot be cut off without good cause and consent of person exercising *iroij lablab* powers over the land.

4. Marshalls Land Law—"Alab"

Under Marshallese custom, mere bringing of suit to determine rights in certain *wato* does not constitute good cause for cutting off party's *alab* rights in other *wato*.

FURBER, Chief Justice

FINDINGS OF FACT

1. Neither the defendant Labiliet nor his mother ever gave the plaintiff Lobwera any rights in the lands in ques-

tion on Ajeltake Island and Eneko Island, beyond revocable permission to work them and manage them for Labiliet while he was away; this was a matter of mutual accommodation between relatives; no compensation for this work was stipulated or contemplated beyond the benefits Lobwera derived from the use of the lands.

2. The defendant Labiliet gave the *alab* rights in Bwirrik South *wato* on Majuro Island to the plaintiff Lobwera, confirmed this in writing, and it was approved by the committee of 14 on behalf of Jebrik's *droulul*; later Labiliet also gave Lobwera *dri jermal* rights in that *wato*; in reliance on these gifts Lobwera developed this *wato* and made valuable improvements on it.

3. While no exact accounting was had between the parties as to the *iroij erik* share from these 4 *wato*, Labiliet accepted whatever payments Lobwera made or Labiliet collected directly from the trading company purchasing copra from the land, as full settlement of all amounts due him as his *iroij erik* share up to the time Labiliet revoked the permission for Lobwera to use the lands in question on Ajeltake and Eneko Islands.

4. Plaintiff Lobwera has given the defendant Labiliet no good cause for revoking Lobwera's rights in Bwirrik South *wato*.

OPINION

This action involves a dispute as to *alab* and *dri jermal* rights in four *wato* (parcels of land) in Majuro Atoll, in the Marshall Islands District, which it is agreed the plaintiff Lobwera worked on for a period of about 30 years up to 1958 when the defendant Labiliet, who is admittedly the *iroij erik* of all 4 *wato*, put other workers on three of the four *wato*, permitting the plaintiff Lobwera to still work Bwirrik South *wato*, in which Labiliet admits he gave Lobwera definite rights. Since the bringing of this

action however, Labiliet has purported to take away Lobwera's rights in Bwirrik South *wato* because of the bringing of this action.

The plaintiff Lobwera considers the defendant Labiliet to be his son under the custom, although Lobwera says that Labiliet is actually the son of the daughter of Lobwera's uncle. It was also agreed that Lobwera is related to the defendant Labiliet's wife. Lobwera, having come from Jaluit and married a woman from Majuro, it was to the mutual benefit of both parties for Lobwera to have the use of these lands to assist in providing for his living and for Labiliet to have the lands developed and cared for while he was away. This arrangement worked very harmoniously until the plaintiff got too old to actively work the lands. Lobwera brought this action originally seeking compensation for the improvements he made and the work he did on the 3 *wato* on Ajeltake and Eneko Islands before the defendant replaced him on these *wato*. Since the defendant Labiliet as *iroij erik* has now purported to take away plaintiff Lobwera's rights in Bwirrik South *wato* also, Lobwera similarly seeks compensation for his work and improvements on that *wato*.

[1, 2] As to the three *wato* on Ajeltake and Eneko Islands, the plaintiff's right of recovery depends entirely upon the inference to be drawn, under Marshallese custom, from the situation set forth in the first finding of fact above. The court holds that in such a situation, where there is no express agreement as to any other compensation, the benefit which a person obtains from the temporary use of the land is all the compensation he can reasonably expect under Marshallese custom for development of the land and that any buildings he puts up are at his own risk if he does not wish to remove them.

[3, 4] As to Bwirrik South *wato* the situation is entirely different. Regardless of the exact legal effect of the

approval by the committee of 14 on behalf of *Jebrik's droulul*, *Labiliet's* gifts of the *alab* rights and later the *dri jermal* rights in this *wato* are believed to be binding between the parties and *Lobwera* having acted upon the gifts in good faith and developed the land and made substantial improvements, his rights cannot be cut off without good cause, and without the consent of the person or persons exercising the *iroij lablab* powers over the land. There has been no showing of anything even intimating such consent. Furthermore the court considers that, under the circumstances of this case, the mere bringing of the matter of the plaintiff's rights in the other three *wato* to court for determination does not constitute a good cause for cutting off plaintiff's rights in *Bwirrik South wato*.

JUDGMENT

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

1. The defendant *Labiliet* owes the plaintiff *Lobwera* nothing at this time, but is still under obligation under Marshallese custom as a relative, to assist in supporting *Lobwera* if that becomes necessary.
2. As between the parties and all persons claiming under them, the plaintiff *Lobwera* still has the *alab* and *dri jermal* rights in *Bwirrik South wato* located on *Majuro Island* (otherwise known as *Laura Island*), *Majuro Atoll*, *Marshall Islands*, and has the right to remove, within a reasonable time, any buildings still on *Manenen* or *Mwijukok wato* on *Ajeltake Island* or *Monloklap wato* on *Eneko Island*, *Majuro Atoll*, which were erected by him.
3. No costs are assessed against either party.