

LABILLET, Plaintiff

v.

Rev. ZEDEKIAH L. and LANJEN, Defendants

Civil Action No. 316

Trial Division of the High Court

Marshall Islands District

October 13, 1970

Action to determine *iroij erik* rights in Makije weto, Majuro Atoll. The Trial Division of the High Court, R. K. Shoecraft, Chief Justice, held that upon breach of conditions upon which *iroij erik* rights had been granted, grantees of such right could transfer them to another.

Marshalls Land Law—"Iroij Erik"—Limitation of Powers

Upon breach of the conditions under which one person would hold and exercise the *iroij erik* rights which belonged to another, that other person could reclaim his rights and reassign them to another if he so wished.

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SHOECRAFT, *Chief Justice*

OPINION

This matter was heard on July 20, 1970, by the Honorable Kabua Kabua, Presiding Judge of the Marshall Islands District Court, as Master. The Master's Report, including findings of fact, was entered on August 1, 1970, and copies were furnished to both parties. A hearing on the Report was held on September 23, 1970, although no written exception to the Report has been taken. After hearing arguments of counsel and examination of the record, including the transcript of evidence, the Master's Report is approved.

In this action the plaintiff claims that from 1957 to 1967 he has exercised his rights as *iroij erik* in Makije weto, Ajeltake Island, Majuro Atoll, Marshall Islands District, but that in 1967 the defendant, *Leroij Lanjen*, (*Leroij* is the female term for *Iroij*) took away the rights exercised by plaintiff and gave those rights to the defendant, Rev.

Zedekiah L. The defendant, *Leroij* Lanjen claims that when she gave the plaintiff the rights to those lands in 1957, it was pursuant to an agreement between defendant and plaintiff that the plaintiff would turn over to her certain lands under his control upon his death. Defendant further claims that in 1967, she determined that the plaintiff had violated this agreement by selling or transferring rights to some of the lands under his control to other persons. The plaintiff denies any such agreement ever existed, but offers no logical explanation of his failure to exercise, from Japanese times to 1957, the rights he now claims to have held during that period.

There appears to be no question that the defendant, *Leroij* Lanjen, was the rightful holder of *iroij erik* rights to *Makije weto* and that the plaintiff was granted those rights by the defendant in 1957. Under established Marshallese land law, the *iroij erik*, defendant *Leroij* Lanjen, could not permanently change rights in *Makije weto* (see *Lojob v. Albert*, 2 T.T.R. 338) but could make a temporary change as between herself and the plaintiff, and we may assume that such a change as between defendant and plaintiff was pursuant to an agreement or understanding concerning the conditions under which plaintiff would hold and exercise the *iroij erik* rights which belonged to the defendant and that upon breach of those conditions defendant could reclaim her rights and reassign them to another person if she so wished.

It is therefore, ordered, adjudged, and decreed:—

1. As between the parties and all persons claiming under them, *iroij erik* rights in *Makije weto*, Ajeltake Island, Majuro Atoll, Marshall Islands District are held by the Defendant, Rev. Zedekiah L. pursuant to a grant of those rights from the defendant, *Leroij* Lanjen.

2. No costs are assessed against any party.

3. Time for Appeal is extended to sixty (60) days from the date of entry of this judgment.