

BOMADRE RIJINNO, Plaintiff

v.

DICK, Defendant

Civil Action No. 417

Trial Division of the High Court

Marshall Islands District

November 4, 1971

Action to recover *iroij erik* share of copra sales made by defendant. The Trial Division of the High Court, D. Kelly Turner, Associate Justice, held that worker on land is not required to pay copra shares to a claimant at his peril and as long as he has reasonable and adequate grounds for paying the person he has paid he is relieved from further liability.

1. Marshalls Custom—Payment of Copra Shares

There is no law or custom that requires a worker on land to pay copra sales shares to a claimant at his peril and as long as a worker has reasonable and adequate grounds for paying one party he is relieved from further liability.

2. Real Property—Use Rights—Termination

Facts which may have justified action terminating land interests in the past when those interests were first established may not be the basis of terminating such interests after they have been vested for many years.

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

An *iroij erik* may not terminate subordinate interests in land without approval or acquiescence of the *iroij lablab*.

Assessor:

KABUA KABUA, *Presiding Judge of
the District Court*

Interpreter:

OKTAN DAMON

Reporter:

NANCY K. HATTORI

Counsel for Plaintiff:

PRO SE

Counsel for Defendant:

DIJEN

TURNER, *Associate Justice*

REPORT OF HEARING

Trial of this case was held on Nalu Island, Mili Atoll. Plaintiff sought recovery of one hundred fifty-six dollars

(\$156.00) from defendant as the *iroij erik* share of copra sales made from the following *wato* on Majen Island, Mili Atoll:—

Jabween
Kabito
Unbar
Majen
Mwenrok
Likijinre.

Plaintiff also claimed the right to cut off the rights of defendant and his family to the land in question because they withheld the *iroij erik* share of copra sales.

FINDINGS OF FACT

1. The share of the *iroij lablab* from copra sales is .005 cents per pound and the share of the *iroij erik* from copra sales is .005 cents per pound.

2. Plaintiff's mother, Limoran, was the *leroiij lablab* on the land until she died in 1961.

3. Relik, plaintiff's younger brother, claimed the *iroij* share and received both the *iroij lablab* and *iroij erik* payments from the defendant in the amount of one cent per pound until a dispute as to entitlement to shares arose with his brother, the plaintiff, in 1968 or 1969.

4. Defendant made one payment to plaintiff and because of the dispute between the brothers, made another payment in 1969 to the Atoll magistrate to hold until the controversy was settled. Defendant then resumed payments to plaintiff's brother of both shares, that is, one cent per pound.

5. Relik died in 1970. Also, at approximately the same year, Mo J. became *iroij lablab* upon the death of his mother.

6. After May 1970, defendant paid Mo J. both the *iroij lablab* and *iroij erik* shares amounting to one cent per

pound. Mo divided the payment with plaintiff and consequently plaintiff limited his claim for "his share" from 1961 as of the death of his mother to 1970 when his brother, Relik, died.

OPINION

Upon the conclusion of the plaintiff's testimony, judgment was ordered for the defendant because it was apparent from plaintiff's testimony that defendant and his family had always paid the *iroij* share of copra sales, even though plaintiff did not receive payments during most of the time from 1961 until 1970.

[1] There is no law nor custom that requires a worker on land to pay copra sales shares to a claimant at his peril. As long as defendant had reasonable and adequate grounds for paying Relik, he was relieved of further liability.

If, as plaintiff claimed, he was entitled to half of the payment, it was his responsibility to settle his claim with his brother. If the claim had been settled with the brother and the defendant had been informed of this fact, then defendant would have been obliged to pay the *iroij* shares according to the settlement. The testimony, however, indicated that the plaintiff believed he had reached an agreement with his brother but such settlement was not confirmed to defendant.

Because defendant did not withhold copra shares, even though plaintiff himself did not receive the money, the plaintiff is not in a position to cut off defendant and his family from the land because of conduct contrary to custom.

[2] An attempt at this late date to terminate the interests of defendant and his family comes too late. The matter should have been settled when plaintiff's claim first arose upon his mother's death in 1961. Facts which may

have justified action terminating land interests in the past when those interests were first established may not be the basis of terminating such interests after they have been vested for many years. *Jibor v. Tibiej*, 2 T.T.R. 38.

[3] Another important reason why plaintiff's application to this court at this time to terminate the interests of the defendant in the land in question should be rejected is that plaintiff offered no evidence such action had been approved by *Iroi Lablab* Mo. Just as it has been held many times by this court that an *alab*, acting alone, may not terminate another's interest in land, so it also is true that an *iroij erik* may not terminate subordinate interests without approval or acquiescence of the *iroij lablab*. *Jatios v. Levi*, 1 T.T.R. 578. *Lobwera v. Labiliet*, 2 T.T.R. 559.

In this case, there was no showing of good cause for removal of defendant from the land and no approval had been obtained from the *iroij lablab*.

It is ordered, adjudged, and decreed:—

1. That plaintiff is denied claim for recovery of any share of copra sales made by defendant.

2. That defendant and his family are entitled to exercise *alab* and *dri jermal* interests in Jabween, Kabito, Unbar, Majen, Mwenrok and Likijinre *wato* on Majen Island, Mili Atoll, without interference by the plaintiff.