

John E. Masek, Esq.
P.O. Box 3373, Majuro,
Marshall Islands, 96960
Tel.: (692) 625-4824/455-4824
Fax: (692) 625-4248
e-mail: 'jemesq@hotmail.com'

FILED

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**ASST. CLERK OF COURTS
REPUBLIC OF MARSHALL ISLANDS**

IN THE HIGH COURT
REPUBLIC OF THE MARSHALL ISLANDS

_____)	Civil Case No. 2014-067
Eigigu Holdings Corporation,)	
)	
)	Defendant Lijun Leander's
Plaintiff)	Answer to the Complaint.
v.)	Default.
)	
)	
Leander Leander and Lijun Leander,)	
)	
Defendants)	
_____)	

To: Plaintiff and its attorney of record, Defendant Lijun Leander Answers the Verified Complaint as follows:

Paragraph 1: Defendant does not have sufficient factual information to admit or deny the allegations in this paragraph, and on that basis deny said allegations.

Paragraph 2: Defendant denies the allegations set forth therein.

Paragraph 3: Defendant denies the allegations set forth therein.

Paragraph 4: Defendant admits that Defendant Leander Leander is a resident of Majuro Marshall Islands, Defendant denies that she is a resident of Majuro, and asserts that she is a resident of the State of Hawaii, USA.

Paragraph 5: Defendant admits to the allegations set forth therein.

Paragraph 6: Defendant admits to the allegations set forth therein, and notes that a description of the property was contained within the Sub-Lease, marked as “P-2.”

Paragraph 7: Defendant admits to the allegations set forth therein.

Paragraph 8: Defendant admits to the allegations set forth therein, except that Defendant denies that the property was “undefined.”

Paragraph 9: Defendant denies the allegations set forth therein.

Paragraph 10: Defendant denies the allegations set forth therein.

Paragraph 11: Defendant admits that Rubin Tsitsi signed the sub-lease, Defendant denies all other allegations set forth therein.

Paragraph 12: Defendant admits to the allegations set forth therein.

Paragraph 13: Defendant admits to the allegations set forth therein.

Paragraph 14: Defendant denies the allegations set forth therein.

Paragraph 15: Defendant does not have sufficient factual information to admit or deny the allegations in this paragraph, and on that basis denies said allegations.

Paragraph 16: Defendant does not have sufficient factual information to admit or deny the allegations in this paragraph, and on that basis denies said allegations.

Paragraph 17: Defendant admits to the allegations set forth therein.

Paragraph 18: Defendant does not have sufficient factual information to admit or deny the allegations in this paragraph, and on that basis denies said allegations.

Paragraph 19: Defendant does not have sufficient factual information to admit or deny the allegations in this paragraph, and on that basis denies said allegations.

Paragraph 20: Defendant denies the allegations set forth therein.

Affirmative Defenses

FIRST AFFIRMATIVE DEFENSE (Bad Faith)

Plaintiff has acted in Bad Faith in attempting to circumvent the valid sub-lease it has with Defendant, by attempting to cancel the 1990 Lease between the Nauru Government Council and the Landowners, and thereby terminating its sub-lease, and then attempting to sign a new lease for the same property. Such an attempt to terminate a legally valid and binding sub-leases constitutes Bad Faith on the part of Plaintiffs.

SECOND AFFIRMATIVE DEFENSE (Unjust enrichment)

Plaintiff's wrongful attempt to terminate Defendant's sub-lease without compensation, and after Plaintiff has taken advanced payments from Defendant, constitutes unjust enrichment.

THIRD AFFIRMATIVE DEFENSE (Fails to State Cause of Action)

The complaint is barred by its failure to state facts sufficient to constitute a cause of action against this Defendant.

FOURTH AFFIRMATIVE DEFENSE (Waiver)

The complaint is barred in that plaintiff by its actions have waived any claim against Defendant.

FIFTH AFFIRMATIVE DEFENSE (Good faith)

The complaint and each cause of action is barred in that at all times relevant, Defendant

acted reasonably, and in good faith.

SIXTH AFFIRMATIVE DEFENSE
(Laches/Collateral Estoppel)

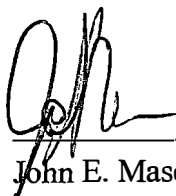
The complaint and each cause of action is barred by the doctrines of Laches and Collateral Estoppel.

SEVENTH AFFIRMATIVE DEFENSE
(Statute of Limitations)

The complaint and each cause of action is barred by the applicable Statute of Limitations.

WHEREFORE, Defendant prays that this case be dismissed, and She be awarded her attorney's fees, court costs, and be given such further relief as the Court deems just and proper.

Dated: November 10, 2014



John E. Masek,
Attorney for Defendant Lijun Leander