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APR 07 2026

CLERK OF COURTS  
REPUBLIC OF THE MARSHALL ISLANDS

**IN THE TRADITIONAL RIGHTS COURT  
OF THE  
REPUBLIC OF THE MARSHALL ISLANDS**

<b>HATTIE RUSIN,</b>  <b>Plaintiff,</b>  <b>v.</b>  <b>PHILLIP KABUA, PHILINE KABUA-JEIK &amp; KEYOKA P. KABUA, et al.,</b>  <b>Defendants.</b>	<b>CIVIL ACTION NO. 2023-00953</b>  <b>OPINION &amp; ANSWER OF THE TRADITIONAL RIGHTS COURT</b>
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**MEMBERS OF THE PANEL :** **Grace L. Leban**  
**Presiding Judge, TRC**  
  
**Nixon David**  
**Associate Judge, TRC**  
  
**Claire T. Loeak**  
**Associate Judge, TRC**

**PLACE OF HEARING :** **Majuro Courthouse**  
**Majuro Atoll, Marshall Islands**

**DATE OF HEARING :** **March 11-13, 25, 2026**

**SUMMARY IN BRIEF**

After filing the Traditional Rights Court's Opinion/Answer in this matter on July 2, 2025, the High Court resubmitted this matter back with additional questions for the TRC to clarify and answer on April 2, 2026.

**ADDITIONAL QUESTIONS FOR THE TRC TO ANSWER:**

The additional questions referred to the Traditional Rights Court are as follows:

- i. First, as Question 1 asked who 'as between *Hattie Rusin and Philene Kabua-Jeik and Keyoka P. Kabua* is/are entitled to claim...' (italics added), could the Traditional Rights Court clarify its answer that also recognizes rights held by *the late Phillip Kabua* who was dismissed from this case on his death on or about January 31, 2024?

- ii. Second, aware that Question 2 asked if ‘the late Defendant, Phillip K. Kabua’s Bill of Sale, executed by the landowners, Labiliet Lokonwa and his son, Jeilar Jolet, for the titles, rights and interests of Iroijerik, Alap and Senior Dri Jerbal on Buruon Islet, [is] *lawfully enforceable....*,’ could the Traditional Rights Court please clarify if its answer that ‘[t]he Bill of Sale...*is not a valid sales agreement....*; is a legal answer or one grounded in Marshallese custom and tradition? If grounded in Marshallese custom and tradition, what Marshallese custom and tradition has been applied
- iii. Third, whether the Traditional Rights Court’s finding that ‘[t]his Court finds that the lapse of 42 years is a long time [pursuant to which] *[Plaintiff] Hattie [Rusin] is barred from invalidating the sales agreement between Labiliet and Jeilar [sic] with Phillip [Kabua]...*’ (Plaintiff’s Rule 9 Brief at 6) applied the legal doctrines of laches, acquiescence, equitable estoppel or otherwise in its reasoning, or if their bar on Plaintiff is grounded in Marshallese custom and tradition, identifying such custom and/or tradition if the latter?

#### **ANSWERS TO THE ADDITIONAL QUESTIONS:**

1. When the TRC placed the name of Phillip K. Kabua (Phillip) as a successor of rights and titles, albeit he was no longer a party in this matter by reason of his passing on January 31, 2024, this Court acknowledged that while Phillip was no longer a party to this case, as the person with whom Labiliet and Jeilar conducted and dealt with, and for which, the result was his permission to clean and clear the brush on Buruon, this court found that he had authority to do so on Buruon without any objections from the landowners of Buruon, namely, Labiliet and Jeilar. Now, after the passing of their father, those rights and interests that Labiliet and Jeilar gave to Phillip would, accordingly, pass on to his daughters who are parties to this case, Philine Kabua-Jeik and Keyoka P. Kabua. This can also be referred to, under Marshallese custom, as a situation where had it not been for their father and his dealings concerning Buruon, the rights and interests given to him from the landowners of Buruon, would not have subsequently transferred to his daughters (Philine Kabua-Jeik and Keyoka P. Kabua) today.
2. In its answer regarding the Bill of Sale, the TRC stated the Bill of Sale ‘is not a valid sales agreement’. This means the TRC found that after reviewing it on its face, the Bill of Sale had insufficient information to use as a reliable source. However, the TRC took into consideration and gave substantial weight to the evidence that supported Phillip going to Buruon and clearing the land and subsequently constructing buildings, all without any objections from Labiliet and Jeilar while they were alive, and afterwards when Hatty also expressed no objections after Labiliet and Jeilar

died. Finally, this Court acknowledged the significance of Phillip's act of clearing the land on Buruon without any objections from Labiliet and Jeilar under the custom, and that the application of 'Mantin Iroj' took place, in that when an Iroj personally cleans and clears a piece of land or island, it is recognized that the land belongs to the Iroj.

3. With respect to the third question in which the TRC found that Hatty is barred from invalidating the sales agreement between Labiliet and Jeilar with Phillip, the result of waiting too long to file such complaint, the Court based its decision on the Marshallese custom of *Jab Komakut Drekein Jenme Eo*. This Court found the predecessors of Hatty, or the landowners of Buruon, Labiliet and Jeilar, did not prevent Phillip from moving to and residing on Buruon numerous times because of their understanding that they have already given the land rights and interests to Phillip. Consequently, Hatty's refusal to honor the Bill of Sale or any type of agreement that may have occurred at that time between Labiliet, Jeilar and Phillip, is such that *she is moving the bedrock (foundation; long-established arrangement)*. *Thomas v. Samson v. Alik*, 3 MILR 71, *Jorbon v. Michael and Laelang*, CA 2023-01720.

Date: April 2, 2026.

\_\_\_\_\_/s/  
Grace L. Leban  
Presiding Judge, TRC

\_\_\_\_\_/s/  
Nixon David  
Associate Judge, TRC

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