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

HATTIE RUSIN, <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> PHILLIP KABUA, PHILINE KABUA- JEIK and KEYOKA P. KABUA et al., <p style="text-align: center;">Defendants.</p>	CASE NO. 2023-00953 HCT/LAND/MAJ <p style="text-align: center;">OPINION & ANSWER OF THE TRADITIONAL RIGHTS COURT</p>
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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, 2025

This case came to the Traditional Rights Court on July 24, 2025 under the High Court's Order to answer and resolve questions referred to it. This is stipulated in Rules 3-5 of the 2017 TRC Rules of Civil Procedures. These questions are based on the claims asserted by the parties in this case. The Panel members assigned to hear the case scheduled a trial to hear the case.

PARTIES' CLAIMS

Plaintiff Hattie Rusin (Hattie) claims she is the proper person to hold and exercise the rights and titles of Alap and Senior Dri Jerbal on and over Buruon Island as these rights are her inheritance from her father, Labiliet Lokonwa (Labiliet), who adopted her. She asserts that Labiliet made a

kalimur that named both her and her mother, Labiliet's wife, Roda Labiliet (Roda), as beneficiaries of the rights and titles of Alap and Senior on Buruon Island. She also claims that after Roda died, that the rights and titles passed on to her, as illustrated in Exhibit P2, which was made on June 30, 1974.

Hattie contends and disagrees with the Bill of Sale claiming that it does not bear Labiliet's signature. She also contends and disagrees that it bears Telnan Lanki's signature as shown in Exhibit D-A.

Defendant Keyoka P. Kabua (Keyoka), avers Hattie failed to assert her claim over Buruon Island since 1983, or at the time the sales agreement was made and Phillip began making trips to Buruon Island. Keyoka also asserts that Hattie failed to lodge a cease-and-desist claim after Labiliet died in 1989. She claims that since 1983, after the sales agreement was made, Phillip began making trips to Buruon Island and started clearing it, erecting shelters and cook houses on it. She further contends that Hattie did not assert any claims against them when Phillip and his family were going to and from, and making changes to Buruon Island. She failed to claim against them when they officiated over Buruon Island and buried their parents in January of 2023. According to Keyoka, a letter addressed to Phillip's family was sent to stop them from proceeding with the burial (P19), however the ceremony continued with the burial but Hattie or her family were not present to stop the event.

QUESTIONS REFERRED TO THE TRC PANEL TO ANSWER

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

1. Under Marshallese Custom and Tradition, who, as between Hattie Rusin and Philene Kabua-Jeik and Keyoka P. Kabua is/are entitled to claim the titles, rights and interests of

Iroi Jedrik, Alap and Senior Drijerbal of Buruon Islet on Majuro Atoll, Republic of the Marshall Islands?

2. Is the late Defendant, Phillip K. Kabua's Bill of Sale executed by the late landowners, Labiliet Lokonwa and his son, Jeilor Jolet, for the titles, rights and interests of Iroi Jedrik, Alap and Senior Drijerbal on Buruon Islet lawfully enforceable or competent to transfer those titles and interests under Marshallese custom and tradition.

ANSWERS TO THE QUESTIONS

1. **It is proper for Phillip Kabua, Philine Kabua-Jeik and Keyoka P. Kabua to hold and exercise the rights and titles of Iroi Jedrik, Alap and Senior Drijerbal on Buruon Islet today according to Marshallese Custom and Tradition.**
2. **The Bill of Sale between Labiliet and Jeilor with Phillip is not a valid sales agreement upon consideration as it appears to contain discrepancies on review. However, it does indicate that an agreement was intended between Labiliet and Jeilor with Phillip to transfer the rights and titles of Labiliet, such as, Iroi Jedrik, Alap and Senior Drijerbal, to Phillip. This is illustrated in Phillip's actions of clearing the land, building structures on it, and lastly when he officiated over Buruon Islet without any interference from Labiliet during his lifetime, or from Hattie after Labiliet's death in 1989 up until 2023.**

FACTUAL FINDINGS ON WHICH ANSWERS ARE BASED

After reviewing the testimonial and documentary evidence submitted in this case, this Court finds that Labiliet adopted Jeilor and Hattie. It is also clear that Labiliet made a *kalimur* regarding his lands on Majuro Atoll, including Buruon Island to his daughter, Hattie, as shown in

Exhibit P2, on July 30, 1974. On July 18, 1983, a sales agreement was made for the rights and titles of Buruon Islet, such as Iroijedrik, Alap and Senior Drijerbal, between Labiliet and Jeilar with Phillip, as shown in Exhibit D-A. And in December 4, 1983, Labiliet executed a Special Power of Attorney that authorized Hattie to oversee all activities related to Labiliet's lands, including those under leaseholds and sales agreement.

Upon reviewing the *kalimur* made to Hattie (Exhibit P2) in 1974, it was unquestionably a valid document. It was clear and conclusive. After, this Court reviewed the sales agreement between Labiliet and Jeilar with Phillip, Exhibit D-A, and found questionable discrepancies. According to the testimonial evidence offered by Milton Zackios (Milton), who witnessed for the plaintiff as a former employee of the Office of the Clerk of Courts, he can identify Labiliet's signature because he witnessed, on many occasions, Labiliet's execution of documents during his employment as a clerk of court. According to Milton, one of the documents he notarized contains Labiliet's handwritten signature which he witnessed him signing is Exhibit P15. This Court finds, following its review, that Labiliet's signature in Exhibit P15 is different than the signature appearing in Exhibit D-A.

This Court considered the testimonial evidence offered by Mrs. Daisy Alik Momotaro (Daisy), who testified for the plaintiff to identify the signature of Telnan Lanki (Telnan) as it appears on a personal check written for the payment of a lease bearing Telnan's signature, offered as evidence for the plaintiff, Exhibit P-16. This Court compared the signatures of Telnan on the sales agreement for Buruon Island with the copy of Daisy's check, Exhibit P-16, and finds inconsistencies in Telnan's signature on both documents, Exhibit P16 and Exhibit D-A.

A. Analysis of Documentary and Circumstantial Evidence

This Court finds that Hattie's *kalimur* which was made in 1974, is valid as it was properly executed by Labiliet. This Court also finds that the sales agreement to Phillip which was made in 1983 shows it was made between Labiliet and Jeilar with Phillip, and also finds that it was not properly drafted and executed as shown in the signatures of Labiliet and Telnan. This Court heard testimonial evidence offered by the witnesses, Milton and Daisy, and reviewed the documentary evidence on which their testimonies were based.

Then, this Court examined the circumstances that took place since 1974 in which Labiliet had made his *kalimur* to Hattie, to today. It is clear that Hattie's *kalimur* that was made in 1974 did not take effect until the day Labiliet died in 1989, as shown in his death certificate marked as Exhibit P-17. After 1974, the sales agreement was made for Phillip on July 18, 1983. At that time, during which Labiliet was alive, Phillip began making trips and clearing the brush on Buruon Island as well as constructing shelters and cook houses according to the testimonial evidence offered by Keyoka. Phillip's family continues to take leisure trips to Buruon Island from time to time and when they elect not to stay overnight on Buruon Island, then arrangements were made to put a caretaker on the island.

According to the closing statements submitted by plaintiff Hattie, the written arguments, she asserts that in December of 1963, Labiliet executed a Special Power of Attorney that authorized Hattie to act and oversee the affairs related to his lands in his name, including those involving leaseholds and deeds of sale (P3). This Court finds that from the time that Labiliet was alive to the day he died in 1989, and since his death, Hattie had

not made any claims against Phillip's family residing and conducting activities on Buruon Island. It is clear Keyoka registered the bill of sale with the LRA on June 3, 2016, and thereafter, Hattie registered her *kalimur* with the LRA, July 16, 2017 (P2). Subsequently, Hattie registered her rights and titles to the Alap and Senior Dri Jerbal for Buron Island on October 25, 2019 (P5), to which Keyoka then filed an objection to Hattie's claims to the rights and title (P6). And on May 29, 2023, Hattie commenced her legal claim in court.

In the Court's view of the facts and circumstances of the case, they clearly show that Labiliet made a *kalimur* for Hattie in 1974, and after that, in 1983, he transferred the rights and titles of Iroijedrik, Alap and Senior Dri Jerbal, through a sales agreement, to Phillip. This Court agrees the document was poorly drafted as far as a deed of sale is concerned. However, this Court also took into consideration the circumstances in which Phillip and his family began making trips to Buruon Island following the execution of the sales agreement in June of 1983. It is clear from the evidence that there were no objections from Labiliet then given he was still alive. It is also clear that Labiliet authorized Hattie through a Special Power of Attorney, on December 4, 1983, to oversee his land interests, including all of his leaseholds and deeds of sales involving Labiliet's lands (P-3). This indicates to this Court that Hatty had knowledge and understanding of the sales agreement between Labiliet and Jeilar with Phillip for Buruon Island. And with her knowledge and understanding, she failed to lodge a complaint or objection at that time.

This Court finds that, in fact, an agreement to sell Buruon Island to Phillip occurred in that Labiliet, Jeilar and Hattie did not lodge any objection or claim at the time Phillip and his family started clearing the island and erecting structures on Buruon Island in 1983 to the time Labiliet

passed away in 1989. This Court also believes Hattie had an understanding about the agreement because she lodged no complaints or objections when her *kalimur* from Labiliet came into effect. She lodged a legal complaint in court in 2023, more than thirty years after the death of Labiliet and the effective date of her (Hattie) *kalimur*. Hattie was not in attendance at the court hearings to testify, and renders the evidence insufficient to definitively conclude that she had no knowledge or understanding of Labiliet's transfer of the rights and title of Buruon Island to Phillip. At the time this case came before the TRC, there has been a lapse of forty-two years from the day Phillip began making trips to Buruon Island following Labiliet's agreement to sell Buruon Island to him. This Court finds that the lapse of 42 years is a long time and Hattie is barred from invalidating the sales agreement between Labiliet and Jeilar with Phillip, involving the three rights and titles of Labiliet on Buruon Island. According to Marshallese custom, an *alap* has no authority to invalidate an agreement that has been in place for a long period of time. *Makroro v. Benjamin*, 5 TTR 519; *Neikabun v. Mute*, 5 TTR 49. Similarly, according to the provisions governing statute of limitations, it is clearly established that complaints relating to or involving land rights are valid for 20 years. *Kabua v. Reimers*, CA 2021-767. As it was also expressly stated in that case, Hattie failed to lodge a complaint until 42 years have lapsed.

FINDINGS & CONCLUSION

Based on the foregoing statements, this Court finds that notwithstanding its finding of inconsistencies in the Defendants' Bill of Sales, it concludes that an agreement was made between Labiliet and Jeilar with Phillip as is clearly illustrated in the circumstantial evidence surrounding Phillip and his family's multiple trips to and the activities that took place on Buruon Island since Labiliet's lifetime, particularly 1983, until his passing in 1989. If an agreement never existed, then Labiliet, or Hattie who was authorized to act on his behalf, could have lodged

a valid claim at that time, but no such objection or claim took place. This Court affirms the *kalimur* to Hattie was made in 1974, but it was not effective until the death of Labiliet in 1989. It is clear that in 1989, the *kalimur* of Hattie came into force, however she lodged no legal claims until 2023. This Court finds and concludes that Hattie had failed in lodging such claims as the one granted with authority under a *kalimur*. She had the authority for 42 years to approach and speak with the Defendants about her rights and titles, but she did not. This Court finds there is insufficient evidence from Hattie as she failed to appear before this Court to clearly state whether or not she had foreknowledge of the sales agreement between Labiliet and Jeilar with Phillip. At this juncture in which Hattie is the current titleholder, the appropriate people have died, such as Labiliet, Jeilar and Phillip, in whom this court could have asked for clarification. Only Hattie is alive today for this court to ask her why she made no claims when Labiliet was still alive and had authorized her (Hattie) to oversee his lands, and when he died at which point her *kalimur* came into effect, until 42 years have passed. As the person claiming to hold and exercise the rights and titles of Alap and Senior Dri Jerbal on Buruon Island, she had a responsibility and obligation to ensure the activities that took place on the land or in relation to the land were conducted in a manner that is right and just, and consistent with Marshallese custom.

This Court also acknowledges one of the customs and traditions of Marshallese culture; it is one which is used to describe a piece of land that an Iroij physically works on and clears it, as was demonstrated in this case. According to *mantin Iroij*, when an Iroij begins cleaning and clearing a land parcel, in which he holds rights and titles thereto, or a land that was gifted to him, by physically cleaning and clearing the land, he is demonstrating that the three, or four, land rights and titles on that land, will henceforth become his. *Hermios and Langmos v. Wase, Minister of Internal Affairs & RMI Government, v. Tomeing*, CA 1994-001.

After Labiliet and Jeilar transferred Buruon Island to Phillip, he did not stay idle but promptly started cleaning and clearing it to what it is today. As Phillip Kabua is the son of an Iroijlaplap, he is endowed with the privilege to conclude that he worked and cleaned Buruon Island under the Marshallese custom of *mantin Iroij*. This Court also concludes that Labiliet acknowledged and understood this custom of *mantin Iroij* and made no legal claims against Phillip as he began residing and conducting activities on Buruon Island since 1983 up until he, Labiliet, passed away in 1989. This Court hopes and encourages Hattie to continue with her father's decision to give deference to this particular custom and to preserve it.

Therefore, this Court finds and concludes that it is proper for the three rights and titles, Iroijedrik, Alap and Senior Dri Jerbal, on Buruon Island, to be held and exercised by Phillip Kabua, Philine Kabua-Jeik and Keyoka P. Kabua, in accordance with Marshallese custom.

RELEVANT CUSTOMS

1. *Wia Kake* – **The sale of a parcel or land** is one of the ways in which an Iroij or Alap of a land parcel alienates or disposes of that place or land to another person who is interested in buying or acquiring the parcel or land.
2. *Kalimur* – a **determination** to give or transfer the titles, rights and interests of the person making the kalimur to another person regarding their assets or land.
3. *Kokajriri* – the **adoption** of a child at the time of birth, or when the child is older and considered to be *kanin lujen*. The adoption can be made within the *bwij* or family, or it can be made outside the *bwij* or family.
4. *Mantin Iroij* – a **custom relating to chiefs** which describes a situation when an Iroij physically works and cleans a *weto* he currently holds rights and title on, or one he

does not hold any rights or title to but was given rights to possess it by the current landowners, by virtue of his cleaning and clearing the land, he is indicating that all land rights and titles thereon will henceforth become his and his children.

ANALYSIS OF CUSTOM & FACTUAL FINDINGS

1. *Notwithstanding the inconsistencies this Court found in the drafting of the sales agreement between Labiliet and Jeilar with Phillip, the circumstances surrounding Phillip's conduct on Buruon Island, with no complaints from Labiliet, Jeilar and Hattie, confirms to this Court that there was an agreement between Labiliet and Jeilar with Phillip for him to go and reside on Buruon Island.*
2. *Labiliet Lokonwa, who held and exercised the rights and titles of Iroijedrik, Alap and Senior Dri Jerbal on Buruon Island, executed a kalimur regarding Buruon Island to his wife, Roda Labiliet, and to his daughter, Hattie Heine Rusin, regarding his rights and titles of Alap and Dri Jerbal on Buruon Island. (Plaintiff Exhibit P2).*
3. *It is clear from the evidence in this case that Labiliet Lokonwa adopted both Jeilar Jolet and Hattie Rusin, and he considered both of them his own as illustrated in his execution of multiple wills to them regarding his land rights and titles on Majuro Atoll.*
4. *It is clear in this case that Labiliet and Jeilar transferred, through a sales agreement, the rights and titles of Iroijedrik, Alap and Senior Dri Jerbal on Buruon Island to Phillip. Afterwards, Phillip began making trips to Buruon Island started clearing it and working the land. And as a child of an Iroiylaplap, he is endowed with the privilege for the application of mantin iroij to apply to him when he cleaned and cleared Buruon Island.*

Plaintiff's Witness:

Maureen Langinlur
Helkena Anni
Milton Zackios
Daisy Alik Momotaro

Defendants' Witness:

Loibwij Kabua
Arby Jeilar
Keyoka Kabua

Plaintiff's Exhibits:

Plaintiff Exhibit P1 – Majuro Land Determination of 1958
Plaintiff Exhibit P2 – Kalimur to Roda Labiliet and Hattie Heine Rusin, June 30, 1983
Plaintiff Exhibit P3 – Special Power of Attorney for Hattie, December 4, 1983
Plaintiff Exhibit P5 – LRA Filing of Buruon Island by Hattie Rusin, Oct. 25, 2019
Plaintiff Exhibit P6 – Bill of Sale, July 18, 1983
Plaintiff Exhibit P7 – Letter from LRA Director Helkena Anni to Hattie Rusin, Oct. 14, 2019
Plaintiff Exhibit P8 – Letter to LRA from Hattie Rusin, Jan. 16, 2020
Plaintiff Exhibit P9 – High Court Judgment, May 5, 2023
Plaintiff Exhibit P10 – Plaintiff 1st Set of Interrogatories to Defendant, Oct. 8, 2023
Plaintiff Exhibit P11 – Defendant Answers to Plaintiff 1st Set of Interrogatories, Oct. 24, 2023
Plaintiff Exhibit P12 – Plaintiff 2nd Set of Interrogatories to Defendant, Nov. 21, 2023
Plaintiff Exhibit P13 – Plaintiff 2nd Set of Interrogatories, Dec. 8, 2023
Plaintiff Exhibit P14 – Plaintiff Request for Admission to Defendant, Dec. 13, 2023
Plaintiff Exhibit P15 – Labiliet Lokonwa's Kalimur, Nov. 2, 1982
Plaintiff Exhibit P16 – Daisy Alik Momotaro Lease Payment Check
Plaintiff Exhibit P17 – Death Certificate of Labiliet Lokonwa
Plaintiff Exhibit P18 - Death Certificate of Kabua Kabua
Plaintiff Exhibit P19 – Plaintiff's Notice of Defendant to Cease and Desist burial of their Father on Buruon Island, Jan. 17, 2024
Plaintiff Exhibit 20 – Defendant Keyoka's Affidavit

Defendants' Exhibits:

Defendant Exhibit A – Bill of Sale (Pepa in Wia Kake)

Dated: July 2, 2025

_____/s/_____
Grace L. Leban
Chief Judge, TRC

_____/s/_____
Nixon David
Associate Judge, TRC

_____/s/_____
Claire T. Loeak
Associate Judge, TRC