

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

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CLERK OF COURTS
REPUBLIC OF THE MARSHALL ISLANDS

HATTIE RUSIN, Plaintiff, v. PHILINE KABUA-JEIK, KEYOKA P. KABUA, Defendants.	CIVIL ACTION NO. 2023-00953 OPINION & ANSWER TO THE HIGH COURT’S ORDER FURTHER RESUBMITTING QUESTION TO THE TRADITIONAL RIGHTS COURT
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To: Hon. Anne Bodley, Associate Justice of the High Court
Mr. Divine Waiti, Counsel for Plaintiff
CPD Russell Kun, Office of the Public Defender

I. Summary in Brief

On June 29, 2026, the Traditional Rights Court (“TRC”) received an *Order Further Resubmitting Question to the Traditional Rights Court*¹ from the High Court seeking further clarification on its answer to Question 2 in its second *Opinion & Answer*² in this matter dated April 7, 2026. The High Court’s resubmission of Question 2 is acknowledged with an understanding that Question 2 was not clearly answered.

II. Question 2 Resubmitted

This Court acknowledges the resubmission of Question 2 as stated below:
“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*

¹ See, Order Further Resubmitting Question to the Traditional Rights Court (HCt. Referral Order, Jun. 29, 2026).

² See, Opinion & Answer of the Traditional Rights Court (TRC Opinion, Apr. 7, 2026).

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. Question 2 Clarification

The TRC confirms that its answer to Question 2 did not clearly state whether it was determined based on the law or Marshallese custom. Accordingly, the TRC respectfully clarifies its answer as follows:

1. The TRC confirms that its answer to Question 2 is based on the Marshallese customary law and traditional practice, which require the alienation of any land parcels – including sales - to be made with the approval of the landowners: Iroijlaplap, or Iroiherik where appropriate, Alap, and Senior Dri Jerbal. This custom is also explicitly provided in *Section 1(2), Article X of the Constitution of the Republic of the Marshall Islands*.³
2. The Court was unable to determine from the document itself that it was a valid bill of sale because all signatories are deceased, making it impossible to definitively confirm whether Labilliet signed as Alap and Dri Jerbal, or whether his son, Jeilar, signed on his behalf. In the absence of the parties to the alleged sales agreement, the Court was unable to conclude from the document alone that the land was sold to Phillip Kabua by the landowners of Buruon. Notwithstanding that, the Court reviewed the document alongside the other evidence offered during the trial by both parties.
3. Accordingly, it was contextually considered alongside the testimonial and circumstantial evidence offered during trial. While the document alone offered

³ RMI Const. art. X, §1(2).

insufficient evidence that there was a valid transfer of the rights and title on Buruon, the cumulative evidence - subsequent actions by Phillip Kabua, landowners' apparent acquiescence during their lifetimes, the current landowner's silence for forty years, and, the records showing goods and monetary exchanges – supports the Court's inference that an agreement between the landowners and Phillip Kabua was in fact made. These acts can reflect a mutual understanding that Phillip Kabua purchased Buruon from Labilliet and his son, Jeilar.

Dated: 2 July 2026.



Grace L. Leban, Chief Judge



Nixon David, Associate Judge



Claire T. Eoeak, Associate Judge