

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

Tiblynn H. Samuel,	)	HIGH COURT CIVIL ACTION NO. 1999-229
	)	
Plaintiff	)	
	)	
vs	)	
	)	TRADITIONAL RIGHTS COURT'S
	)	OPINION
Nejikit K. Lokkar,	)	
	)	
Defendant	)	
_____	)	

Appearances:

For the Plaintiff : David M. Strauss, Esq.

For the Defendant : Ruben R. Zackhras, TA

Court Reporter : Sepe Joash

Clerk of Courts : Theresa Clinton

Members of the panel hearing the High Court Civil Action No. 1999-229 were Associate Judge Berson Joseph, Associate Judge Billiet Edmond, im Temporary Associate Judge Tonko Aisia. The hearings were held from June 27-28, 2000, at the Uliga courthouse, Majuro, Marshall Islands.

THE CUSTOM: "Kwon Jab Iuiun Dreka In Jinme Eo"

The meaning of this phrase under the custom – "Do not change the agreement that has been approved." This phrase is the most important and powerful words under custom and tradition. They are powerful because they are like the "big rocks." They are important because they are the pillars of the custom, the Marshallese custom.

Now, the meaning of this phrase as it applies here, “do not change the arrangement”, is very simply and short.. The decision of the Iroj, Alab, and Dri Jerbal who owned the land has been confirmed and approved, it cannot be changed, unless there is a valid reason.

RESLUTION OF THE DISPUTE:

A. The question as presented: IS TIBLYNN H. SAMUEL OR NEJKIT K. LOKAR THE

HOLDER OF ALAB AND SENIOR DRI JERBAL RIGHTS, TITLE, AND INTERESTS ON ELEKEO-EAN WETO IN LAURA?

- a) The answer to the question is: MS. TIBLYNN H. SAMUEL.
- b) Brief statement of reasoning on which the opinion in answer to the question is based:

1) Plaintiff Exhibit A – NOTICE AND TESTAMENT

On January 1, 1970, Alab/Dri Jerbal Lokoneo Laninra, conveyed these rights to HENRY SAMUEL. Irojlablab Joba Kabua and Irojdedrik Libarbar Samuel approved the conveyance by Laninra.

2) Plaintiff Exhibit C – THE WILL

Both the Alab/Dri Jerbal rights were both held by Henry Samuel and he had the sole discretion on how to use them. Therefore, with the approval of Irojlablab Amata Kabua, he conveyed the two rights to Tiblynn H. Samuel, and the others as is stated in the will.

3) Plaintiff Exhibit D – Land Lease

The lease was approved and executed by and between Pacific Marshalls Inc., on July 24, 1991 and the landowners. Tiblynn H. Samuel joined Irojlablab Amata Kabua, and Irojdedrik Libarbar Samuel in signing the lease.

4) AN EXTENDED DELAY

If Defendant Nejikit Lokar had valued the weto as she claims, she would have taken "immediate" step by taking her complaint to the Irojjs and say, "why did Lokoneo Laninra bequeathed the Alab/Dri Jerbal rights on Elekeo-Ean weto to Henry Samuel without saying so" See Plaintiff Exhibit A.

5) Elekeo-Ean is one of the most developed wetos in Laura today.

NAMES OF PLAINTIFF'S WITNESSES AND THEIR ADDRESSES

1. Mudge Samuel Delap, Majuro, Marshall Islands

NAMES OF PLAINTIFF'S HOSTILE WITNESSES AND THEIR DDRESSES

1. Nejikit K. Lokar Utidrikkan, Majuro, Marshall Islands

2. Kotta Lokar Utidrikkan, Majuro, Marshall Islands

3. Line J. Konou Delap, Majuro, Marshall Islands

PLAINTIFF'S EXHIBIT A-F

A - NOTICE AND TESTAMENT 1 January 1970

B - RIGHT OF WAY AGREEMENT 1 May 1975

C - WILL 31 May 1988

D - LAND LEASE 24 July 1991

E - GENEALOGY CHART – JOWI

F - GENEALOGY CHART – RELATING TO THE IROIJ CLAN OF MAJURO

B. ABOUT DEFENDANT NEJIKIT K. LOKAR

a) Defendant Exhibit D-2 = POWER OF ATTORNEY

This court admires the defendant for doing what she knew best and appropriate to the six wetos as stated in the power of attorney. She had authorized her daughter, Line Konou, to make sure that all the instructions and orders issued by the iroj are carried out. This court also knew and realized that Iroj Amata Kabua would still have signed the Power of Attorney because it is in his perocative.

Iroij Amata Kabua affixed his signature on the Power of Attorney relating to the six weto listed therein. But the question is, "suppose the power of attorney involved ONLY one weto, Elekeo-Ean, would he have affixed his signature?"

b) Affidavit of Leroij Nileb Kendal

This court realizes that Leroij Nileb Kendal's statements are true and correct based on her knowledge and experience. But in examining the affidavit it becomes clear that she had no knowledge of what Iroij Joba Kabua, Iroij Amata Kabua, Leroij Libarbar Samuel, and Alab Lokoneo Laninra decided and agreed upon. We know that it is an agreement which Tiblynn H. Samuel and the others had been living with.

NAMES OF DEFENDANT'S WITNESSES AND THEIR ADDRESSES

- |                     |                                     |
|---------------------|-------------------------------------|
| 1. Nejikit K. Lokar | Utidikkan, Majuro, Marshall Islands |
| 2. Leroij Atma Z.   | Delap, Majuro, Marshall Islands     |

Now therefore, based on the hearing including all the evidence admitted, this court hereby declares Tiblynn H. Samuel as the holder of Alab/Dri Jerbal rights, title and interests on Elekeo-Ean Wato.

Entered this \_\_\_ day of July 2000

**FILED**

JUL 26 2000

ASST. CLERK OF COURTS  
REPUBLIC OF MARSHALL ISLANDS



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Billiet Edmond  
Associate Judge, TRC



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Tonko Aisia  
Temporary Associate Judge, TRC



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Berson Joseph  
Associate Judge, TRC