DAIMOND MAKRORO, Plaintiff
v.
BENJAMIN L., Defendant
Civil Action No. 410
Trial Division of the High Court
Marshall Islands District
November 15, 1971

Action to determine *dri jerbal* rights on Ronbod *Wato,* Majuro Atoll. The Trial Division of the High Court, D. Kelly Turner, Associate Justice, held that while the failure of the *dri jerbal* to pay the *alab* his share may lead to the suspension of his rights, it is not sufficient to oust the *dri jerbal* from the land completely.

1. **Marshalls Land Law—"Alab"—Limitation of Powers**

   An *alab* may not terminate or change interests in land by himself, he must have the approval and acquiescence of the *iroij lablab* or, on "Jebrik's side" of Majuro Atoll, the *droulul* or group exercising the *iroij lablab* rights.

2. **Marshalls Land Law—"Alab"—Limitation of Powers**

   Under the custom an *alab,* acting with the approval of the *iroij lablab* or those holding those powers, may not terminate a long-vested interest in land without good cause.

3. **Marshalls Land Law—"Dri Jerbal"—Suspension of Rights**

   The most an *alab* can do to a *dri jerbal* who has not paid the *alab's* share is to suspend the *dri jerbal's* interest until the share is paid.

4. **Marshalls Land Law—Generally**

   Under the custom, the interests between persons holding land rights are mutual, thus the *dri jerbal* are required to perform the obligations due the *alab* and the *alab* in turn must respect the rights of the *dri jerbal.*

Assessor: KABUA KABUA, *Presiding Judge of the District Court*
Interpreter: OKTAN DAMON
Reporter: NANCY K. HATTORI
Counsel for Plaintiff: CLANCY MAKRORO
Counsel for Defendant: JETMAR FELIX

TURNER, *Associate Justice*

REPORT ON HEARING

This action was brought by plaintiff as claimant to *dri jerbal* interests on Ronbod *Wato*, Rairok Village, Majuro Atoll, against the defendant Benjamin, who attempted to cut off her interests in the land. Plaintiff claims joint rights with her brother, Arkilos, who being ill is unable to work the land. This *wato* plus the adjoining Lole and Kenawe *Wato* have been a matter of considerable dispute between the parties from the time the defendant became successor *alab* for the three *wato*. In *Benjamin v. Arkilos*, Civil Action No. 204, commenced March 12, 1964, with one judgment August 31, 1968, and a second "Supplemental Order" April 17, 1970, none of which were reported, Benjamin sued to obtain a determination of his *alab* rights and for his *alab's* share of copra cut on the *wato*. The first judgment held Benjamin was the *alab* and that Arkilos was to account to plaintiff for the *alab's* share of all copra cut by him or those acting under him on the *wato* "since the death of Namin." The subsequent judgment order fixed the amount Arkilos owed Benjamin as $19.25.

The other action prior to the present one was *Litaimon* (same person as the present Daimond, also called Lidaimond) *Makroro v. Benjamin*, 4 T.T.R. 366, holding that Benjamin was the *alab* and Daimond (or Litaimon) Makroro was the *dri jerbal* for Kenawe *Wato*.

Now Daimond Makroro has brought action against Benjamin because he has attempted to terminate her *dri*

jerbal interests in Ronbod *Wato* by cutting copra on it and sending his oldest son to cut copra on it. Lole *Wato* is the only *wato* that has not been the subject of controversy. These parties, at least, agree that Daimond Makroro is the *dri jerbal* and Benjamin is the *alab* for Lole *Wato*.

FINDINGS OF FACT

1. Plaintiff, Arkilos, her brother, and plaintiff's son, Anwot, were adopted by Libojrak and lived with Libojrak and worked on the three *wato*—Ronbod, Lole and Kenawe—from German times. Libojrak was the *alab* and she appointed Daimond and Arkilos as *dri jerbal* together with Eowan, who is deceased and whose interests in Kenawe were taken over by Daimond and confirmed in 4 T.T.R. 366.

2. Plaintiff and Arkilos worked Ronbod together as *dri jerbal* with Arkilos, the senior *dri jerbal* as indicated in Civil Action No. 204.

3. Neither plaintiff, nor her brother Arkilos against whom the judgment was entered, have paid Benjamin the judgment amount of $19.25.

4. Benjamin, having entered Ronbod and cut copra at least twice and having sent his oldest son onto the land to cut copra, has recovered the amount due him.

OPINION

Whatever rights Benjamin may have considered that he held in the distant past, it is clear he was not definitely established as *alab* and recognized as such by the *dri jerbal* until 1968. It is equally clear that the plaintiff and her family have lived on and worked the three lands since German times.

We hold it is altogether unreasonable for Benjamin to attempt to cut off plaintiff's interests in Ronbod *Wato*

because he was not paid $19.25 as his *alab* share by plaintiff's brother, Arkilos.

It is true Benjamin made some general statements that in addition to withholding his *alab* share of copra sales from Ronbod *Wato*, the plaintiff had "failed to cooperate with him." Benjamin was too indefinite about this to have his statement accepted and it is apparent that his attempted justification was only to support his take-over of the land.

[1] It has been held many times that an *alab* may not terminate or change interests in land by himself. He must have the approval and acquiescence of the *iroij lablab* or, as here on "Jebrik's side" of Majuro Atoll, the *droulul* or group exercising the *iroij lablab* rights. *Lazarus v. Likjer*, 1 T.T.R. 129. *James R. v. Albert Z.*, 2 T.T.R. 135. *Joab v. Labwoj*, 2 T.T.R. 172. *Mike M. v. Jekron*, 2 T.T.R. 178.

[2, 3] It also is true under the custom that an *alab*, acting with the approval of the *iroij lablab* or those holding those powers, may not terminate a long-vested interest in land without good cause. It is clear Benjamin's claimed "good cause" was insufficient under either the decision law or the Marshallese land custom to justify termination of either Arkilos or Daimond's interest in Ronbod *Wato*, even if Benjamin had obtained the support of the *droulul* and the *iroij erik*. The most that he could have done was to suspend Daimond's interest until he was paid. This he did, in effect, and his and his son's sale of copra from the *wato* was more than enough to compensate him for the judgment amount. *Lazarus v. Likjer*, 1 T.T.R. 129.

[4] It is true that under the custom, the interests between persons holding land rights are mutual. The *dri jerbal* are required to perform the obligations due the *alab* and the *alab* in turn must respect the rights of the *dri jerbal*. *Alek S. v. Lomjeik*, 3 T.T.R. 112.

In this judgment, the court said at 3 T.T.R. 116:—

"In spite of the uncertainties as to the exercise of *iroij lablab* powers on 'Jebrik's side' and the practical difficulty about obtaining a decision by those entitled to exercise such powers, the court is clear that an *alab* on 'Jebrik's side' is bound to respect the rights of others in land of which he is *alab*. . . . The court has previously held that the *dri jerbal's* disregard of their obligations to an *alab* may suspend their rights."

Although the complaint in this case was limited to Ronbod *Wato*, I believe this judgment should reaffirm the prior decisions as well as settle the present controversy between Daimond Makroro and her family and Benjamin and his family. Accordingly, it is

Ordered, adjudged, and decreed:—

1. That Benjamin L. is the *alab* and Daimond Makroro and all those, including her brother Arkilos, who claim through her, are the *dri jerbal* for Ronbod, Lole and Kenawe *Wato*, Rairok Island, Majuro Atoll.

2. That the judgment for $19.25 entered in Civil Action No. 204, *Benjamin v. Arkilos*, in favor of Benjamin and against Arkilos has been satisfied in full by the sale of copra from Ronbod *Wato* by Benjamin and his oldest son.

3. That Benjamin's interests in any of the three *wato* is that of an *alab* and not as a *dri jerbal*, either for himself or those claiming through him, and that as *alab*, he must respect the vested interests of the *dri jerbal* on the land as long as they perform their obligations toward him in accordance with Marshallese custom.