Fritz v. Blailes, 7 ROP Intrm. 190 (1999)
LTELATK FRITZ,
Appellant,

v.

FRANCISCA BISMARK BLAILES,
Appellee.

CIVIL APPEAL NO. 62-97
Civil Action Nos, 387-91 and 395-91

Supreme Court, Appellate Division
Republic of Palau

Argued: February 25, 1999
Decided: April 16, 1999

Counsel for Appellant: David Kirschenheiter, Micronesian Legal Services Corporation

Counsel for Appellee: Kevin N. Kirk

BEFORE: ARTHUR NGIRAKLSONG, Chief Justice; JEFFREY L. BEATTIE, Justice; LARRY W. MILLER, Justice.

BEATTIE, Justice:

This dispute over ownership of a piece of Palauan money called Imetengel is before us for the second time. In the first trial court decision, the court held that the money belonged to appellee. On appeal, we held that the trial court's findings were not specific enough to enable us to adequately review the decision and therefore remanded the matter back to the trial court for further findings of fact and conclusions of law. *See Fritz v. Blailes* , 6 ROP Intrm. 62 (1997), *reh'g granted*, 6 ROP Intrm. 152, 153 (1997). The trial court, with a different judge presiding, has now made new findings of fact and conclusions of law and issued a decision concluding that appellee owned Imetengel. We affirm.

I.

Imetengel was owned by Scott Towai during the Japanese administration of Palau, at which time he pawned [1] it to Delemel. Scott died without having redeemed the money from Delemel. When the period for redemption of Imetengel expired, Delemel was still in possession of it.

After World War II, but sometime prior to 1950, Emaimelei Bismark (Emaimelei), who

[1] The transaction is known as olsirs in the Palauan language, and the parties do not contest that it is properly translated as "pawning".

was a sister of Scott, began to make efforts to obtain Imetengel from Delemel. Eventually, she obtained it from him for $500. Appellee is the adopted daughter and natural granddaughter of Emaimelei. Appellant is a daughter of Emaimelei's sister.

The trial court found that Emaimelei had told appellee that Imetengel was appellee's property, but that Emaimelei nonetheless kept it in her own possession for a number of years. However, sometime during June, 1990, Emaimelei gave appellee physical possession of Imetengel, to keep it as her own property.

Appellee always lived in the same house with Emaimelei or next door to her until the time of her hospitalization for her last illness. During her period of deteriorating health, Emaimelei made some notations concerning her property in a notebook. In an entry dated January 15, 1983, the following notation was made:

⊥191 [Appellant], my younger sister. Be reminded, Johana and [appellee] are your children. So they will always be together with Yuriko.

> None of the property will go to you because you have done well with everything. And Imetengel, the money is in [appellee's] possession on my behalf, and you shall guide, because she and her older sister are poor.
>
> Imetengel was Scott's money that I chased. This is [appellee's] money because I'm thankful for all that she had done for me.

When Emaimelei died in 1990, appellee decided to adorn the body with Imetengel and other Palauan money. The money was removed from the body by relatives when the time came for closing the casket. Appellant came into possession of Imetengel, presumably from the relatives who removed it from the body. When appellee asked appellant for Imetengel, she refused to give it to her, stating that it was now owned by the family and she was keeping it as head of the family.

II.

Appellant argues that, under Palauan custom, when pawned money is "chased" by a family member, it does not become the property of the family member, but rather becomes family money unless the person who pawned it had designated otherwise. [2] Thus, according to appellant's contentions, Emaimelei chased Imetengel and it became and remains family money.

The trial court found, however, that Emaimelei did not chase Imetengel. [3] Appellant claims that the finding is clearly erroneous solely because of Emaimelei's notation in her notebook, quoted earlier in this opinion, which stated that "Imetengel was Scott's money that I

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[2] For a discussion of the expert testimony regarding oltoir, or "chasing", and merukem, or "exchanging", pawned money, *see Fritz v. Blailes*, 6 ROP Intrm. 62, 64 at n. 2 (1997).

[3] On the same record, the trial judge that issued the first decision in this case the one that we rema nded for further findings--found that Emaimelei did chase Imetengel. That judge, however, reached the same result as the second judge.

chased". Appellant points to no expert testimony which she contends would establish that, under custom, Emaimelei's act of paying $500 for Imetengel after the expiration of the redemption period must have constituted a "chasing". Rather, as the trial court found, and as appellant concedes, "whether a piece of money is to be considered 'chased' after the expiration of the redemption period is one of intent of the person reacquiring the money; in this case Emaimelei."[4]

The trial court found that Emaimelei's statements in her notebook made it clear that she considered Imetengel to be her own property, which is inconsistent with any belief on her part that she "chased" the money under ⊥192 appellant's theory. In other words, Emaimelei's own statements in her notebook show that she did not intend that Imetengel would be family money. Her conduct in giving possession of Imetengel to appellee, too, was inconsistent with any belief or intent that Imetengel was family money. These factors, in the judgment of the trial court, outweighed the fact that at one point she used the word "chased" when referring to the manner in which she acquired the money from Delemel. Because it found that the money was not "chased", it was not necessary for it to determine whether, under custom, "chased" money would revert to the family under the circumstances of this case.

We review the trial court's findings under the clearly erroneous standard. Under that standard, "if the trial court's findings of fact are supported by such relevant evidence that a reasonable trier of fact could have reached the same conclusion, they will not be set aside unless this Court is left with a definite and firm conviction that a mistake has been committed." *Umedib v. Smau* , 4 ROP Intrm. 257, 260 (1994). Here, there is evidence that Emaimelei paid Delemel $500 for Imetengel after the expiration of the redemption period for the pawned money. She then treated Imetengel as her own property until giving it to appellee. Therefore, the record before us contains ample evidence from which a reasonable trier of fact could have found that Emaimelei did not "chase" the money or obtain it in a manner which did not give her ownership of Imetengel. Accordingly, the trial court's findings were not clearly erroneous.

CONCLUSION

For the foregoing reasons, the judgment of the trial court is AFFIRMED.

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[4] Trial Court Decision at 5-6.