

**IN THE
SUPREME COURT OF THE REPUBLIC OF PALAU
APPELLATE DIVISION**

ALAN R. SEID,
Appellant,
v.
JOHN K. RECHUCHER,
Appellee.

Cite as: 2026 Palau 9
Civil Appeal No. 25-013
Appeal from Civil Action No. 23-098

Decided: July 17, 2026

Counsel for Appellant James Kennedy, Esq.
Counsel for Appellee Raynold B. Oilouch, Esq.

BEFORE: OLDIAIS NGIRAIKELAU, Chief Justice, presiding
FRED M. ISAACS, Associate Justice
KEVIN BENNARDO, Associate Justice

Appeal from the Trial Division, the Honorable Kathleen M. Salii, Presiding Justice, presiding.

OPINION

PER CURIAM:

[¶ 1] This is a contracts case involving land known as *Ongesachelkism* in Ngerutoi Hamlet, Ngardmau.¹ On December 21, 2018, parties, John Rechucher and Alan R. Seid, reduced their land sale agreement to a written promissory note. Seid promised to pay John Rechucher \$500,000 USD for the purchase of four distinct lots. On that same day, the parties executed a Warranty Deed.

¹ Lot Nos. 030-H-01A; 028-H-01A; 017-H-10A; 017-H-10C, an area of 20,000 square meters in total.

[¶ 2] The contract, a one-page promissory note, was short and clear. It laid out a payment schedule whereby \$25,000 was to be paid upon execution of the promissory note, \$25,000 was to be due on or before March 15, 2019, and the remaining \$450,000 to be due on December 31, 2019. However, a series of payment delays prompted the subsequent creation of four separate amendments to the promissory note, each one extending the due date for payment. The final negotiated due date of April 8, 2022, was not met, and the \$175,000 outstanding balance remains unpaid.

[¶ 3] On August 18, 2023, Rechucher brought suit against Seid alleging breach of contract and seeking damages, including punitive damages for the alleged breach. While the case was pending before the trial court, Mr. Rechucher passed away and his wife, Bessie O. Iyar, was substituted as Plaintiff. On June 24, 2025, the trial court issued its Decision, finding for Plaintiff Rechucher on all claims, totaling \$236,572.55. Judgment was entered on September 4, 2025. It is from this decision that Defendant Seid has appealed.

[¶ 4] For the reasons set forth below, we **AFFIRM**.²

BACKGROUND

[¶ 5] On appeal, Seid states that: (1) the court incorrectly analyzed the “Map Clause,” reviewing for assumption of risk rather than reviewing to determine whether a condition precedent had been satisfied; (2) the court erred in finding that Seid’s breach could only be excused if he could “unequivocally prove no other solution” to Rechucher’s alleged breach; and (3) the court erred in failing to make findings on the issue of equitable estoppel.

[¶ 6] Rechucher maintains that the trial court got it right, given its careful consideration of the entire record and owing to the absence of any ambiguity in the contract, contrary to Seid’s claims.

² We dispense with oral argument inasmuch as we find the parties’ briefs and the trial record sufficient to address the issues presented on appeal. ROP R. App. P. 34(a).

STANDARD OF REVIEW

[¶ 7] We review a lower court’s interpretation of a contract de novo. *Anastacio v. Palau Pub. Utils. Corp.*, 17 ROP 75, 76 (2010). De novo review is not a free license for parties to re-litigate a case arguing new legal claims or entirely different legal theories than those presented below. *Fritz v. Materne*, 23 ROP 12, 17 (2015). Questions of fact are reviewed for clear error. *Uchau v. Napoleon*, 20 ROP 2, 2 (2012). We will reverse the Trial Division only if the findings so lack evidentiary support in the record that no reasonable trier of fact could have reached the same conclusion. *Id.* A discretionary act or ruling under review is presumptively correct, and the burden is on the party seeking reversal to demonstrate an abuse of discretion. *Ngoriakl v. Gulibert*, 16 ROP 105, 107 (2008).

DISCUSSION

[¶ 8] This appeal attempts to relitigate issues relating to misrepresentation and mutual mistake already resolved by the trial court. Fatally, however, Seid dedicates his entire brief to disputing, not the court’s decision, but its methodology; i.e., not the destination, but the route taken. This fails. *See Sungino v. Palau Evangelical Church*, 3 ROP Intrm. 72, 76 (1992).

[¶ 9] Seid’s overarching contention is that the court disregarded his three theories: condition precedent, excuse, and equitable estoppel. Whatever the merits to this position, arguing about disregarded theories on appeal does not address the grounds upon which the trial court based its decision. *See id.* Assignment of error shall not be left to the court’s imagination.

[¶ 10] Nowhere does Seid challenge the trial court’s multiple findings of fact on the issues of misrepresentation or mutual mistake nor the conclusions of law therefrom. For example, Seid neither challenges the trial court’s ruling that his defense of misrepresentation was inapplicable³ because both Seid and

³ Because the trial court did not find the defense of misrepresentation applicable in this case, equitable estoppel is moot. *See Heckler v. Cmty. Health Servs. of Crawford Cnty., Inc.*, 467 U.S. 51, 59 (1984) (“Party claiming estoppel must have relied on its adversary’s conduct in such a manner as to change his position for the worst and that reliance must have been reasonable in that the party claiming the estoppel did not know nor should it have known that its adversary’s conduct was misleading.”).

Rechucher were not aware of the true boundaries of the land until after the contract was signed, nor does he challenge the trial court's finding that Seid averred Rechucher was not aware of the land's true boundaries until after the contract was signed. Similarly, Seid does not seriously contest the trial court's legal analysis on who bears the assumption of risk when there is a mistake. In fact, the court found, and Seid does not dispute, that his reason for failure to make the final payment was not because there was no finalized map, but because he lacked the funds needed to make payment. Put plainly, there is no argument here.

[¶ 11] Seid's failure to assign error to the basis of the trial court's decision constitutes waiver, making it fatal to his appeal. *Udui v. Temol*, 2 ROP Intrm. 251, 254 (1991). We decline to review mere repetitions of failed assertions. *Id.* Thus, the decision of the trial court is **AFFIRMED**.

SO ORDERED, this 17th day of July 2026.