

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

<p><b>NGARAARD STATE PUBLIC LANDS AUTHORITY,</b> <i>Appellant,</i> <b>v.</b> <b>LISA RDIALI,</b> <i>Appellee.</i></p>
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Cite as: 2025 Palau 15  
Civil Appeal No. 24-030  
Appeal from Civil Action No. 23-191

Decided: November 07, 2025

Counsel for Appellant .....	Masami Elbelau, Jr.
Counsel for Appellee .....	C. Quay Polloi

BEFORE: FRED M. ISAACS, Associate Justice, presiding  
KATHERINE A. MARAMAN, Associate Justice  
KEVIN BENNARDO, Associate Justice

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

**OPINION**

PER CURIAM:

[¶ 1] This appeal involves Appellant Ngaraard State Public Lands Authority’s (NSPLA) alleged breach of an oral agreement to settle Appellee Lisa Rdiall’s claim to a portion of land in Ngaraard State known as *Ngulitel*. The issues presented are whether agreements to settle claims to public land must be in writing to satisfy the Statute of Frauds, as well as whether the Trial Division erred in finding a valid agreement exists between the parties despite its determination that *Ngulitel* is not public land.

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

## **BACKGROUND**

[¶ 3] This appeal originated as a proceeding in the Land Court regarding a claim to a portion of a 1.8 million square meter parcel of land in Ngaraard State known as *Ngulitel*. During the pendency of the Land Court proceedings, the parties met on several occasions to discuss settlement. At some point in the litigation, NSPLA allegedly made an oral offer to award 50,000 square meters of *Ngulitel* to Ms. Rdiall in exchange for settling her grandfather’s earlier-filed claim to 100,000 square meters of the land. Ms. Rdiall accepted the offer. However, before the agreement could be reduced to writing, NSPLA allegedly reneged on the agreement and offered Ms. Rdiall only 30,000 square meters of *Ngulitel*. Ms. Rdiall rejected this offer.

[¶ 4] Ms. Rdiall subsequently filed a civil action in the Trial Division to enforce the alleged oral settlement agreement with NSPLA. She claimed that a valid contract existed between the parties, NSPLA breached that contract, and NSPLA should be held to the agreement to award her 50,000 square meters of *Ngulitel*. NSPLA maintained that the Statute of Frauds required any agreement to transfer portions of *Ngulitel* to be in writing, and that the oral agreement was further invalid for lack of adherence to internal rules and regulations.

[¶ 5] The Trial Division determined that *Ngulitel* is not public land and that NSPLA forfeited any ownership interest in *Ngulitel* by failing to file a claim to the land prior to relevant statutory deadlines. Based on its finding that NSPLA did not have any valid ownership interest in *Ngulitel*, the Trial Division further determined that the Statute of Frauds did not apply to any agreement between the parties because NSPLA “could not have, through a settlement agreement, ‘created, granted, assigned, transferred, or declared’ that Lisa Rdiall owns a part of *Ngulitel*; which would trigger the statute of frauds for a sale or conveyance of land or interest in land.”

[¶ 6] The Trial Division further found that application of, and adherence to, NSPLA’s Rules and Regulations was irrelevant. Nevertheless, the Trial Division concluded that Ms. Rdiall was entitled to the 50,000 meters orally offered by NSPLA in exchange for settling the remainder of her grandfather’s claim. This appeal followed.

## STANDARD OF REVIEW

[¶ 7] We review matters of law de novo, findings of fact for clear error, and exercises of discretion for abuse of that discretion. *Obechou Lineage v. Ngeruangel Lineage of Mochouang Clan*, 2024 Palau 2 ¶ 5. “We may affirm or reverse a decision of the Trial Division for any reason apparent in the record.” *Rengiil v. Ongos*, 22 ROP 48, 50 (2015).

## DISCUSSION

[¶ 8] NSPLA presents two issues on appeal. The first is whether the Trial Division erred when it found that a valid agreement exists between the parties, despite finding that *Ngulitel* is not public land. The second is whether the Trial Division erred when it found that the Statute of Frauds does not apply to the oral settlement agreement. Because our resolution of the second issue fully resolves the appeal, we decline to address the first issue.

### Effect of the Statute of Frauds

[¶ 9] We first address NSPLA’s argument regarding the effect of the Statute of Frauds on the enforceability of the parties’ settlement agreement.

[¶ 10] Our Statute of Frauds provides, in part, that

(a) Except for a lease for a term not exceeding one year, no estate or interest in real property, and no trust or power over or concerning real property, or in any manner relating thereto, can be created, granted, assigned, transferred, or declared, otherwise than:

(1) By operation of law; or

(2) By a deed of conveyance or other instrument in writing signed by the person creating, granting, assigning, transferring, surrendering, or declaring the same, or by his lawful agent under written authority, and executed with such formalities as are required by law.

39 PNC § 501(a).

[¶ 11] Although it raised the issue below, NSPLA does not address on appeal the trial court’s determination that 39 PNC § 501(a) does not apply to the settlement agreement.<sup>1</sup> Nevertheless, “[w]e may affirm or reverse a decision of the Trial Division for any reason apparent in the record.” *Rengiil*, 22 ROP at 50; *see also Nakamura v. Nakamura*, 2016 Palau 23 ¶ 25 (“[A] number of prudential considerations, including the need to avoid the misleading application of the law, may warrant appellate review of a legal issue not raised”).

[¶ 12] Section 501 requires a signed, written instrument when an interest in, or power over, real property is “created, granted, assigned, transferred, or declared.” 39 PNC § 501(a). While the statute does not define these terms, the words “granted,” “assigned,” and “transferred” generally imply the formal conveyance of an interest from one party to another. *See* Grant, Black’s Law Dictionary (12th ed. 2024); Assign, Black’s Law Dictionary (12th ed. 2024); Transfer, Black’s Law Dictionary (12th ed. 2024). Accordingly, to the extent that the parties’ oral settlement agreement purported to formally convey any ownership interest in part of *Nuglitel* from NSPLA to Ms. Rdiall, we find the agreement unenforceable for lack of a signed writing memorializing it.

[¶ 13] Our determination aligns with the purpose of the Statute of Frauds, which is, in part, to “prevent a fraudulent claim of an interest in land resting on parol evidence.” *Children of Matchiau v. Klai Lineage*, 12 ROP 124, 126 (2005) (internal citation omitted). Inasmuch as the parties’ oral settlement

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<sup>1</sup> Indeed, NSPLA pivots instead to argue that the oral settlement agreement is unenforceable because its terms cannot be completed within one year. However, NSPLA failed to develop this argument below or on appeal. Accordingly, we need not consider this undeveloped and inadequately supported argument. *See Idid Clan v. Nagata*, 2016 Palau 18 (internal citation omitted) (“Arguments that are unsupported by legal authority need not be considered by the Court on appeal, and generally we will not consider them”); *Suzuky v. Gulibert*, 20 ROP 19 (2012) (when appealing on the basis of legal error, the burden is on the appellant to cite relevant legal authority in support of his or her argument); *Naruo v. Naruo*, 18 ROP 220, 223 (2011) (“[W]e decline to interpret undeveloped arguments or conduct legal research for the parties”).

agreement might have transferred portions of *Ngulitel* between NSPLA and Ms. Rdiall prior to a final determination by the Land Court of the validity of each party's claim thereto, requiring such agreement to be committed to writing serves to promote the interests protected by the Statute of Frauds.

[¶ 14] Accordingly, we hold that, where the terms of a settlement agreement purport to convey any interest in real property, the Statute of Frauds requires such agreement to be in writing. As there was no signed, written instrument memorializing any agreement, the alleged oral settlement agreement here fails.

### CONCLUSION

[¶ 15] For the foregoing reasons, we **REVERSE** the Trial Division's decision. We encourage the parties to return to the Land Court for a final determination of the pending claim to *Ngulitel*.