

Watanabe, et al., v. Nelson, et al., 4 ROP Intrm. 169 (1994)

**TOMOMI WATANABE, et al.,
Appellants,**

v.

**LORENZA NELSON, et al.,
Appellees.**

CIVIL APPEAL NO. 2-92
Civil Action No. 160-90

Supreme Court, Appellate Division
Republic of Palau

Opinion

Decided: March 22, 1994

Counsel for Appellants: John Rechucher

Counsel for Appellees: David Shadel

BEFORE: JEFFREY L. BEATTIE, Associate Justice; LARRY W. MILLER, Associate Justice;
PETER T. HOFFMAN, Associate Justice.

BEATTIE, Justice:

Kliu Beouch died in 1987. She was survived by five natural children, all but one of whom, Tomomi Watanabe, were adopted out to other families. Tomomi was raised by Kliu and it was Tomomi who took care of Kliu in the last three years of her life. Kliu also raised and was survived by six adopted children.

Everyone at Kliu's omengades agreed that "Kliu's children" should have Kliu's house. Several years later a dispute arose as to what the term "Kliu's children" meant. This action was then commenced by several of Kliu's adopted children, who claimed "Kliu's children" includes them but not Kliu's natural child, Tomomi.

At trial, one omengades participant testified that he thought "Kliu's children" did not include Tomomi. Several other omengades participants, including Kliu's sister, Klsong, who is the 1170 highest female title bearer in Kliu's clan, testified that they thought "Kliu's children" did include Tomomi.

To resolve this dispute, the trial court adopted a "generational perspective," concluding that Kliu's children" included only Kliu's adopted children (who were also her grandchildren) and not Tomomi. Tomomi appeals. We reverse.

DISCUSSION

We are not required to review the trial court's findings of fact to decide this appeal. It is an undisputed fact that the house was given to "Kliu's children." But the trial court committed an error of law in looking beyond the plain meaning of this phrase in interpreting the intent of the omengades participants.

The trial court found that Tomomi is "a child of Kliu from both the biological and adoptive perspective." Since Kliu's house was given to Kliu's children, the trial court erred in concluding that Tomomi has no ownership interest in Kliu's house. The trial court based its decision on what it felt "logic dictates" from a "generational perspective." However, when interpreting agreements, such as the one made by the participants at Kliu's omengades, courts give words their ordinary and plain meaning unless all parties have clearly intended otherwise. See e.g., 17A Am. Jur. 2d Contracts § 359 (1991). Further, courts do not attempt to "ascertain the mental processes of the parties" but rather look to the actual language used. Id. at § 350. Applying the plain §171 language rule to the present case, we hold that "Kliu's children" includes Tomomi because she is a child of Kliu.

That one omengades participant now claims he understood "Kliu's children" not to include Tomomi does not affect the plain language analysis. A party's subjective, undisclosed intent is immaterial to the interpretation of an agreement. Id. at § 352. Courts seek, and must necessarily rely on, the expressed, objective intent of the parties. Id. In this case the expressed intent was that Kliu's house should go to "Kliu's children." Because Tomomi is one of Kliu's children, it naturally follows that she is entitled to share in the ownership of the house.

For this reason, we REVERSE the trial court's judgment. The judgment is hereby amended to include Tomomi in the list of Kliu's children who own and control Kliu's house.