

Sumang v. Pierantozzi, 7 ROP Intrm. 36 (1998)
RAFAELA R. SUMANG,
Appellant,

v.

SANDRA PIERANTOZZI,
Appellee.

CIVIL APPEAL NO. 19-97
Civil Action Nos. 596-89 and 39-94

Supreme Court, Appellate Division
Republic of Palau

Argued: March 25, 1998
Decided: April 1, 1998

Counsel for Appellant: Mark Doran, Esq.

Counsel for Appellee: Kevin N. Kirk, Esq.

BEFORE: LARRY W. MILLER, Associate Justice; R. BARRIE MICHELSEN, Associate Justice; ALEX R. MUNSON, Part-time Associate Justice.

MILLER, Justice:

In this civil appeal, appellant Rafaela Sumang asks us to invalidate a warranty deed she executed that granted appellee Sandra Pierantozzi a parcel of land in Koror. We see no sound reason to invalidate the deed and therefore affirm.¹

¹ At oral argument, counsel for appellant announced that he had nothing to add to his written arguments. Counsel for appellee told us the same. Oral argument was completed within two minutes.

Rule 34(a) of the Appellate Rules provides that a party may waive oral argument or that the parties may stipulate to submission of the case on the briefs. If a party wishes to exercise this option, it is best that it do so before the date scheduled for oral argument. That way the Court can decide whether it has questions for counsel or still desires oral argument and instruct the parties to appear. If counsel follows such a procedure, we will avoid the delay and expense of an oral argument.

137 I. BACKGROUND

In 1978, appellee Sandra Pierantozzi gave her half-sister, appellant Rafaela Sumang, a \$3,000 loan that was secured by a parcel of land in Koror. Sumang did not repay the loan on time and Pierantozzi filed a lawsuit to foreclose on the land securing the debt. A settlement was negotiated pursuant to which Pierantozzi agreed to dismiss the lawsuit in exchange for a deed to the property. Sumang executed a warranty deed granting the property to Pierantozzi. The deed contained a provision specifying that Sumang had the right to redeem the land within six months “upon prior good faith negotiation and mutually acceptable terms.” The deed did not specify the price to redeem the land. After the parties failed to reach agreement on redemption terms, Sumang filed a lawsuit seeking to have the warranty deed declared void for vagueness. Pierantozzi filed her own related suit, which the Trial Division consolidated with Sumang’s case. The Trial Division upheld the deed and Sumang appealed.

II. DISCUSSION

The sole issue on appeal is whether the absence of a specific redemption price in the warranty deed renders it so vague as to be unenforceable.

Appellant Sumang argues that the failure to include an “essential” term in the contract, i.e. the redemption price, means that the alleged contract is merely an unenforceable agreement to agree in the future. The Trial Division rejected this argument, explaining that Sumang had conveyed the property to Pierantozzi and that the deed issued by Sumang contained all the requisite elements of a valid deed.

We have little to add to the Trial Division’s analysis. Essentially, Sumang wants the Court to undo the agreement she made. However, the deed was valid, as was the agreement pursuant to which the deed was conveyed. The elements of offer, acceptance and consideration were all present. Sumang offered to convey the property in exchange for dismissal of the suit, plus a six month period to negotiate a reconveyance. Pierantozzi accepted and acted accordingly. The dismissal of the suit and the subsequent negotiations are sufficient consideration. The absence of a redemption price does not prevent this Court from verifying compliance with the terms of the agreement. The parties’ obligations were clear and there is no suggestion that they were not met.

Accordingly, the judgment of the Trial Division is AFFIRMED.