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Congress of Micronesia

CAPITOL HILL SAIPAN MARIANA ISLANDS 96950

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Honorable Richard Nixon
President of the United States
Washington, D.C. 20500

November 4, 1969

SENT
NOV 24 1969
BY MEMO

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Dear Mr. President:

It is indeed a great pleasure and honor for me to send you a copy of a petition signed and executed by the land-owners on Moen Island, Truk District, Trust Territory of the Pacific Islands.

These lands in question have long been controversy and that the Congress of Micronesia have requested the Trust Territory Administration to open renegotiation with unfavorable response. The administration has responded to two resolutions by the Congress stated that they have reached the conclusion that the settlements are closed and completed transactions.

In view of considerable evidence which indicates that the concept of "indefinite use rights" was not sufficiently explained to the landowners, that infact, the Trukese language has no close equivalent for the word "perpetual" that alienation of land for indefinite period was almost unknown in Truk in the 1950's and that in consequence, possession of their lands for a great period of time, of which only the Government could decide the duration.

Although there is arguement that it is impossible today to reconstitute the attitudes and understandings of the landowners at the time they signed those "agreements" in 1956. A more underlying question remains. The obligation of any trustee is at all times to act in the best interests of the beneficiary making full disclosure, appraising the beneficiary of alternative course of action and in all ways safe-guarding the beneficiary. This moral and legal obligation of the trustee is of course of special concern when the trustee's interests are to some extent apposed to those of the beneficiary as they

Page 2

are in the transaction executed in 1956. Those Trukese who signed the agreement only because they relied on the Government in its judiciary role as trustee to suggest no course of action which would in any way be contrary to their own interests.

Because I believe the Government's representatives were misled into over hasty action by their eagerness to conclude agreements which they considered to be in the best interest of the whole community. The good faith of the trustee's agents does not excuse a neglect to fulfill the obligation inherent in a trusteeship. I believe that in keeping with these obligations, it is the Government's duty to make amends for the improper procedure it used in securing the indefinite use agreements and I am contended to disagree with the attitude of the Trust Territory Government.

In conclusion I am hopeful that you would kindly examine the problems with favorable consideration and best result. We appreciate if you would share with us the concern and feeling we have of the manner and attitude in which the Trust Territory Government played in acquiring our lands.

Sincerely yours,

Sasauo Haruo
 Representative, Congress of
 Micronesia

Attachment