



**IN THE SUPREME COURT OF NAURU
AT YAREN
PROBATE JURISDICTION**

Civil Case No. 25 of 2017

BETWEEN : DONNA ADAM

Plaintiff

AND : KANE AMANDUS

Defendant

BEFORE: **Keteca J**

DATE OF SUBMISSIONS: **04th November 2025**

DATE OF RULING: **30th January 2026**

CITATION : Adam v Amandus

KEYWORDS: Nauru Housing Scheme, Tenancy at Will

APPEARANCES:

COUNSEL for the

Plaintiffs:

V. Clodumar

Defendant:

R. Tagivakatini

JUDGMENT

BACKGROUND

1. The background to this case is well recorded in the Strike Out -Ruling of Fatiaki CJ delivered on 07th September 2021.
2. ‘This case concerns the ownership and occupancy of one (1) of three (3) houses built under the Nauru Housing Scheme by the Nauru Local Government Council (“NLGC”) on Land Portion 145 in Boe District.

3. In her claim, the plaintiff avers that she is the lifetime only holder and widow of the late Leslie Adam whose estate inter alia comprised Land Portion 145 in Boe District on which was erected three (3) houses constructed under the Nauru Housing Scheme administered by the NLGC.
4. The plaintiff avers that the defendant who has no ownership interest in either the said land or the houses, is unlawfully occupying one of the houses ("*the disputed house*") and further, is undertaking unauthorised renovations and extensions to the disputed house despite requests to desist.
5. In her suit, the plaintiff advances a host of "*causes of action*" including: "*Trespass*"; "*Encroachment*"; "*Damages to the Land*"; "*Negligence*"; and "*Violation of Cultural & Customary Land Law*" (whatever that means). She also seeks two (2) declaratory orders, an injunction, and costs. Surprisingly, no damages or mesne profits are sought as might be expected.
6. According to the plaintiff, the disputed house was originally built for her mother-in-law who also owned the land on which the house was erected by the NLGC. On her mother-in-laws' demise the land and houses were transmitted to the plaintiff's husband as the only son Leslie Adam and, on his demise, to the plaintiff as his lawful widow who acquired a life time interest in her late husband's estate which she holds in her own right and as a trustee for their two (2) daughters. The plaintiff maintains that the defendant has no ownership interest in either the land or the disputed house.
7. In his general defence to the claim, the defendant pleads "*that the plaintiff has no locus standi*" and "*the only person or body that has locus standi in this matter is the (NLGC) which has been succeeded by the Cabinet*".

AGREED FACTS

8. On 02nd December 2021, filed the agreed facts as follows:
 - i. Whether Bonnie (mother in law of the Plaintiff) was the first legal tenant of the house?
 - ii. If Bonnie was the first legal tenant, whether there is a written tenancy agreement?
 - iii. Whether, if Bonnie was the first legal tenant, such tenancy terminated upon her death?
 - iv. Whether the NLGC should have made a determination on tenancy upon Bonnie's death?
 - v. Whether houses are fixtures on the land in Nauru?
 - vi. Whether the Cabinet should make a determination on the tenancy and occupation of house?
 - vii. Whether only Cabinet can initiate proceedings in the Supreme Court on houses built by the NLGC?

THE LAW

9. The repealed Nauruan Housing Ordinance 1957 is relevant here. The purpose of the Ordinance-

“To vest in the Nauru Local Government Council the ownership of certain houses erected by the British Phosphate Commissioners, to provide for the Renting and Sale of those houses, and for other purposes.”

Section 4. Definitions

“the Nauru Housing Scheme” means the scheme under which the British Phosphate Commissioners erected, with the approval of the Minister of State for Territories, three hundred and fifty houses for occupation by Nauruans.’

Section 7. Vesting of Houses in the Council

“From the date of commencement of this Ordinance, the ownership of the dwelling-houses erected in pursuance of the Nauruan Housing Scheme is vested in the Council.”

Section 8. Land to remain vested in owners

The land upon which a dwelling-house was erected under the Nauru Housing Scheme is vested in the person in whom it was vested immediately before the date of commencement of this Ordinance.”

Section 9. Ownership of land not to give any right, title or interest in dwelling House

“The dwelling-house shall be deemed to have been erected on the land with the consent of the owner on the basis that compensation at the rate specified in section eighteen of this Ordinance is paid, and the owner does not obtain, by reason only of the ownership of the land, any right, title or interest in the dwelling house.”

10. Division 2 of the Nauru Housing Ordinance specifies to whom the houses should be rented, stating variously:

- a) Matters of hardship to be taken into account [at s11(3)];
- b) Preference to be given to the person upon whose land the dwelling-house is erected [at s11 (4)];
- c) Tenant to sign an acknowledgement of tenancy [at s12(1)];
- d) The tenant has rights in respect of the land [at s13(1)];
- e) These rights extend to thirty feet around the dwelling-house if another dwelling-house is not closer than this distance [at s13(2)];
- f) Tenants to pay an annual rent [at s14(1)];
- g) The Council may vary the rent [at s14(3)];
- h) The Council may terminate a tenancy if a tenant dies [at s17(1)(a)];
- i) The Council may terminate a tenancy where a tenant ceases to pay rent or fails to comply with conditions of tenancy [at s17(1)(b)];

- j) A person who fails to vacate a dwelling-house after the termination of the tenancy is guilty of an offence [at s17(5)];
- k) The owner of the land is to be compensated at a yearly rate [at s18(1)];
- l) The compensation is to be paid from the date of the NHO [at s18(2)];
- m) Compensation claims not admitted by the Council [3] can be determined by the Lands Committee [at s 20(1)];
- n) The Lands Committee shall hear and determine the claim [at s 20(3)];
- o) The Council, applicant or any person affected by an order under s20(3) may appeal to the Central Court [4] [at s21(1)];
- p) The decision of the Central Court on appeal is final [at s21(3)];
- q) The Council may sell a dwelling-house to the owner of the land where the owner is also the tenant [at s24(1)];
- r) The Council may make rules to give effect to the Ordinance [at s 27(1)].
(emphasis added)

11. Section 12- In the Schedule, section 12. which details the tenancy agreement between the tenant and the Nauru Local Government Council (“NLGC”) amongst other things, the tenant agreed to pay rent fortnightly in advance¹; not assign the tenancy or sub-let without written consent of the Council; and not erect any new buildings or additions without written permission

12. Section 17 The Council may terminate tenancies

- (1) The Council may, with the written approval of the Administrator, terminate a tenancy of a dwelling house-
 - (a) where the tenant dies or ceases to reside permanently in the dwelling house;
 - (b) where the tenant ceases to pay rent or fails to comply with a condition of his tenancy; or
 - (c) where a married woman is the tenant- if her husband is the tenant of another dwelling house.
- (2) The Council may, without the consent of the Administrator, terminate a tenancy by agreement with the tenant.
- (3) The Council may terminate a tenancy or sub-let the dwelling house on a tenant’s behalf to a Nauruan in any case where the tenant is absent from Nauru for a period which in the opinion of the Council warrants such termination or sub-letting.
- (4) Where the Council terminates the tenancy of a person or sub-lets a dwelling house, the Council shall cause notice in writing of the termination or sub-letting to be served upon the person, or, if the person is dead or cannot be found, to be notified in the Gazette.
- (5) A person who fails to vacate a dwelling – house upon his tenancy being terminated by the Council under this section is guilty of an offence and upon conviction is liable to a penalty not exceeding Five pounds for each day on which the offence continues.’

13. In 1997, The Nauru Local Government Council Dissolution Consequential (Amendments) Act 1997 was enacted. Its purpose was ‘To make consequential changes to the laws of the Republic following the dissolution of the Nauru Local Government Council and for related purposes.’
14. With the Native Island Dissolution Act 1999, the Act divested property and funds previously managed under these Ordinances and Acts to the Republic of Nauru, *specifically the President and Cabinet.*
- Section 4(a)- All references to the Council or the Nauru Local Government Council are references **to Cabinet**;
 - Section 4(e)- All references to any payment made to...the NLGC Fund are reference to payments authorised to ...Treasury;
 - Section 5(1)- Reference to the Nauru Council is reference to the NLGC;
 - Section 5(3)- All the properties and assets of the Nauru Council situate in Nauru **are the property and assets of the Republic**
 - Section 7(1)- The President or the Cabinet may as a consequence of section 4, vest all or any power or obligation in or upon a person or body corporate as appropriate;
 - Section 7(2)- Where any property... is vested in, transferred to the Republic pursuant to section 5(3), Cabinet may direct that such ...be made to an instrumentality... of the Republic

Does the Plaintiff have a locus standi to bring this claim?

15. In her affidavit, filed on 24th November 23, the Plaintiff deposed that she was 79 years old then. She would be 82 years old now. On the plaintiff’s standing, I will first examine if there was a tenancy agreement between Bonnie (mother in law of the Plaintiff) and the NLGC. On the materials before me, there is no evidence that there was such a formal tenancy agreement. In *Robertson v Cain* [2017] NRSC 68, at paragraph [40], Crulci J said:

‘In the view of this Court the situation in relation to tenancies formerly overseen by the NLGC is for Parliament to resolve.’

16. In the above case, Crulci J held that –
- ‘The house occupied by the defendants on Portion 59 was previously vested in the Council under Section 7(1)(of the NHO, is now vested in the Cabinet and the Republic pursuant to sections 4(a) and 5(3) of the Nauru Local Government Council Dissolution Consequential (Amendment) Act 1997.’*

17. I find that the same applies here as regards Land Portion 145 that the house in question now vests in the Cabinet and the Republic. As the house in question now vests in the Cabinet, does the Plaintiff have any standing to bring this ‘host of causes of action,’ including trespass, against the defendant? The Plaintiff seeks that the defendants be evicted from the house.

18. From the evidence, it is clear that the defendants here, like the defendants in *Robertson v Cain*, at most, are tenants at will in the subject house.

19. In paragraphs [29] & [31] of her affidavit the Plaintiff deposes:

[29] *“The number of persons in my house now stands at 6 grandchildren and 6 adults. (me, my son Eria, 2 granddaughters and their partners). I am 79 years old. The people living with me a rowdy all through the day and night, inconsiderate in regards to my age and health to sleep at night and so forth. I need to live in a peaceful environment and enjoy the little time I have left. I need o get my husband’ house back.’*

[31] *‘The defendant and any other person currently in occupation of the house are trespassers and they should be evicted.’*

From this evidence, the Plaintiff is also a tenant at will of the subject house. Both parties do not have any tenancy agreement over the house. The house vests with the Cabinet. I find that it is only Cabinet that can determine who is to live in the subject house.

20. As the parties here are related through marriage of the Plaintiff to the late Leslie Adam and the Defendant is the son of Amandus who looked after Leslie Adam, I reiterate what Vaai J said in *Quadina v Tsitsi* [2019] NRSC 23; Civil Suit 3 of 2017 (26 July 2019) -

[35] *‘Both parties are of the view that the Cabinet should resolve the issue of occupancy for the family. The reality is the house Poe and many other houses built under the Housing Scheme, should never have been the cause of unnecessary, bitter and violent disagreement between adult Nauruans some of whom are grandparents. The houses were built as family homes under the Scheme at no cost to the families.’*

[36] *This Ruling as well as any determination which Cabinet may make will resolve the issue of occupancy of the house, but the bitterness if not mended will continue and spill over to the younger generations, the future architects of families and society.’*

RESULT

- a) The claim by the Plaintiff for the eviction of the Defendant is dismissed.
- b) No orders as to costs.

DATED this 30th January 2026


Kiniviliame T. Keteca

Judge

