

# Land Tenure on Rota, Mariana Islands<sup>1</sup>

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## Abstract

Man-land relations are nowhere more significant than on islands. Under conditions of rapid change and economic uncertainty, flexible systems of land tenure may be best suited to meet unexpected developments. On Rota a set *de jure* U. S. and Trust Territory government regulations and *de facto* traditional principles are operating in a way that—for the moment—has brought these disparate rule structures into a single workable tenure system. Other factors, such as low population density and non-land based alternate livelihoods, are also considered in a treatment of contemporary Rotanese land tenure.

On islands, the relations of men to the sea-bounded land they live and work on gain a significance rarely approached in continental environments. These land tenure relations are never fixed and static, but in the last four hundred years the man-land arrangements of the peoples of the Pacific have been subjected to a cataclysmic onslaught of events which only the most adaptive and flexible tenure systems have accommodated. The object of this paper is to examine the system of land tenure on Rota, southernmost island of the Marianas District, U. S. Trust Territory of the Pacific Islands. Here, a combination of low population density, diverse economic opportunities, and flexible concepts of ownership has resulted in a tenure system well-suited to the realities of American domination and future economic uncertainty.

## Preliminary Considerations

The single most significant fact about Rotanese land tenure is the active sovereignty of the Trust Territory government. No individual has full title in any parcel of land on Rota. This situation goes beyond the Western concept of eminent domain, wherein the state maintains certain residual rights in private land and may activate them at its discretion. At the present time, given the form and content of government-individual land tenure contracts, the government retains full legal authority to declare null and void any such contract.

As a consequence of this situation, a very real distinction exists between the

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<sup>1</sup> Field work was conducted on Rota between July 1970 and July 1971. The support of the Wenner-Gren Foundation for Anthropological Research and the Graduate College of the University of Arizona is gratefully acknowledged. This paper is a revised and expanded treatment of material presented in my unpublished doctoral dissertation (Smith, 1972).

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*de jure* land tenure system contained in the Trust Territory Code and various district and municipal level ordinances and the *de facto* land tenure system expressed in such native concepts as *tano-hu* 'my land,' *dueño* 'owner,' and *totot* 'trustee.' It is important to note that the distinction is not between a government system and a native system. There is rather a unitary system organized around government-individual contracts which, by the nature of those contracts, designates an absolute right of foreclosure to the government.

Many Rotanese are not aware of the government's right of foreclosure in their land tenure contracts. Those who are disregard it as a matter of practice. The government, for its part, claims no intention of ever acting on its right of foreclosure. On the contrary, government policy is directed at returning full title in land to all appropriate native groups and individuals. It must be remembered, however, that the right of foreclosure exists and that many of the processes of interpersonal and intergenerational land transactions are extra-legal and only tacitly sanctioned by the Trust Territory government.

Full government title in all former Japanese real property was attained in a vesting order issued in 1951. Four years earlier the government's attitude toward native land tenure was made clear in a land policy letter which stated in part that "It is considered essential to the welfare of the native inhabitants [of the Trust Territory] that doubts concerning rights in land . . . be eliminated at the earliest possible date." Furthermore, "The guiding principle of land policy is to safeguard native land rights and land ownership; and, so far as possible, to provide each family with land sufficient for adequate subsistence, and to assure community-wide access to essential land resources" (Johnson, 1969:59).

The Japanese kept careful records of all transactions regarding native land. In the case of the Rotanese, it would have been a relatively straightforward matter to establish the status of land under the Japanese and then to rectify the arbitrary displacement from farm and village which had taken place in the 1930's. Unfortunately, virtually all the Japanese land records, stored on Saipan and Palau, were destroyed during the war. Included in the loss were the crucial cadastral surveys which comprise the locational basis of a formal land tenure system (Sablan, 1966:1-6; Johnson, 1969:11). The few personal copies of title which survived the war were ineffective without the confirmation of the surveys.

As a result, the Trust Territory government was in a dilemma. It received full title to the island of Rota essentially by default. The Rotanese, on the other hand, had their own conceptualization of what their rights and duties in land were and just where that land was located. The solution seemed to lie in a new cadastral survey and a mutually agreed upon reestablishment of the size, location, and ownership of individual land parcels. This was the spirit of the 1947 policy letter, but due to inadequate funds, a shortage of qualified personnel, and a lack of administrative continuity, the return of full title in land to the Rotanese has yet to be accomplished.

In 1950 the dilemma stood unchanged from 1947:

Settlement of the problem of land ownership is of primary importance in the reestablishment of a sound economy in the Northern Marianas . . . Civil administration, confronted with tremendous difficulties in clearing the situation, has been handicapped by lack of staff and funds. A well-trained, adequately financed commission, supported by special appropriation, is needed to make the necessary cadastral surveys and solve the many legal problems involved, if a solution is to be reached in a reasonable length of time (Bowers, 1950:131).

A homesteading program was not implemented on Rota until 1958 (Sablan, 1966). The act establishing a Land Commission was not passed by the Congress of Micronesia until 1966 (Johnson, 1971). The comprehensive cadastral survey of Rota, scheduled to begin in 1969 (Highlights, November 15, 1969) is not yet fully underway.

In 1958 the Trust Territory government did begin to enter into formal, if somewhat tenuous, land tenure relations with the Rotanese. Today, some 69 percent of the island remains in the category of "public land" with full title residing in the government. Government-individual contracts are of four types: title determinations, exchange agreements, homesteads, and grazing leases. Registered parcels tend to cluster on the island according to the type of contract involved.

The amount of land currently available to Rotanese is further restricted by the fact that of the 2,612.49 hectares under contract (which excludes Songsong Village) only 1,838.22 (70.36 percent) are held by residents of the island. In other words, only about 22 percent of the potentially arable land on Rota is currently held under government-individual contracts by people actually residing on the island.

The Sabana area is a singular case of land in free usufruct. Under a verbal agreement between the Trust Territory government and the municipality of Songsong Village, any individual may cultivate crops there without restriction as to the type of crop or the size of parcels. The area, about 75 hectares, is high and generally flat with Mt. Sabana (1,612 feet) capping a gentle slope of several hundred feet in the middle.

The Sabana is generally exploited during the dry season (November to June) when it receives a proportionately greater share of the island's rainfall. In 1970-1971, some 15 farmers shifted at least part of their efforts to the Sabana on two to three hectare fields. Crops ranged from the subsistence items of taro and yams to high market value vegetables, such as tomatoes and bell peppers.

Sabana fields are allocated on a "first-come, first-serve" basis, but there appears to be little competition with regard to more or less favorable parcels, and there were no reports of disputes over the boundaries of contiguous parcels. Farmers tend to return to the same field for three or four seasons before shifting to new areas. Only the eastern portion of the Sabana is used extensively. A farmer showing me around the western portion admitted he had rarely ventured into the area, and while on the tour he discovered a suitable field location which he declared, on the spot, would be his Sabana farm during the next season.

Before proceeding to a discussion of the various land tenure contracts, a comparative note should be inserted about residence and field distribution patterns. Without speculating on the precontact period, it may be said that during the Spanish period the Chamorro village developed into an economic and religious center. Most families, however, spent the greater part of their time on the farm, which at that time was relatively larger and included both a man's active and fallow fields (Spoehr, 1954:120-123, 146-149).

The established pattern, which persisted into the Japanese period, was for a man and his family to work and live on the farm during the week. Occasionally they would return to the village in the evenings, but Sundays, particularly, were spent in town at the church and at other community social activities. With regard to Rotanese agricultural areas, Thompson quotes from Hornbostel's field notes on some restrictive supernatural sanctions which emphasized the limited mobility of the farmer and the circumscribed dispersal of his fields:

I found that the spirits of ancestors of a certain family inherit a certain section [of the island], and it is permissible for a person who is a member of this family to visit freely his own section, but if he ventures too far afield the ancestral spirits of other families will harm him unless he is very careful in his behavior (Thompson 1945:23).

It is further noted that in his field work in the 1920's Hornbostel had to resort to five different guides in order to see all of Rota (Thompson 1945:23).

The pattern of residence and field distribution on Rota has altered considerably with the exchange of agricultural parcels before World War II, the advent of the automobile, the waning of supernatural sanctions, and the continued growth of the village as the focal point of contemporary Rotanese life styles. Households are established in the village only. It is not uncommon for a farmer to return to his house in the village for lunch and then go back to his fields until sundown. A man's fields are likely to be scattered throughout the island, especially if he holds them under more than one type of tenure contract. In conjunction with this, the old cemetery in Tatachog was the only area on the island which was consistently associated with the supernatural forces.

This new pattern of expected mobility and multiple field dispersal has at least three important consequences. First, because a man is less than an hour by automobile from any of his fields, he can devote more of his time to other pursuits. Some full-time government employees successfully work their farms in the daylight hours before and after their regular work day (7:30-4:30). Second, the dispersal of multiple fields, facilitated by the farmer's new mobility, complicates the problem of intergenerational land transactions. In light of the principle of equal land distribution to heirs, and compared to a single relatively large parcel, dispersed parcels are more difficult to allocate—not just in terms of adjusting the ratio of parcels to heirs, but in evaluating the other factors of equality, such as location, soil, and topography. Finally, dispersed fields are partially the product of, and contribute to the maintenance of, a developing emphasis on land as an economic phenomenon

rather than as primarily a matter of kinship.

### **Title Determination Contracts**

Following the immediately post-war period of crisis and confusion, the Rotanese expressed a desire to return to their former agricultural and residential holdings in the Talakaya area and Songsong Village (Sablan, 1966:15). This desire was realized, with the tacit agreement of the Trust Territory government, several years before the first intensive survey program was initiated in 1955 (Manglona, n. d.:3). In 1958, Saipan's Land Title Officer, Mr. Elias P. Sablan, was temporarily assigned to Rota, and for the next six years he was responsible for issuing the bulk of title determinations and land exchange agreements based on individual claims to agricultural and village parcels (Manglona, n. d.:5).

In a lengthy series of public hearings held on Rota, claimants, either as individuals or as trustees for a group of individuals, gave testimony concerning the size and location of agricultural parcels as well as the origin and basis of their claims for these parcels. In a few cases Japanese documents were useful corroboration, and in all cases one or more witnesses were called upon to substantiate the claimant's testimony. A claimant's witnesses were ideally non-relatives who had interests in adjoining parcels and who could, therefore, offer objective support to the claimant's testimony.

Testimony summaries are attached to all copies of title determination documents on file in Rota's Land Management Office. If these summaries and the accounts of informants are trustworthy, and there is no good reason to suppose that they are not, the hearings were conducted with very little dispute. Disagreements over the distribution of parcels among siblings were settled by mutual consent with every effort being made to bring all siblings together for preliminary consultation before testimony was actually given at the hearings. In a half-dozen or so disputes, a man claimed to have bought a parcel from an individual whose siblings maintained had no right to sell it, either because of a parental injunction, or because he was only a trustee for the parcel in question. From the testimony summaries, these disputes seem to have all been resolved in favor of the siblings with the buyer withdrawing his claim.

There were no boundary disputes recorded in the testimony summaries. Informants report that disagreements over specific boundary lines rarely arise unless neighboring farmers are confronted by a surveyor who requires that the boundaries be established. Rotanese survey crews regard this phenomenon both as a hindrance to their work and as a source of humorous gossip, the farmers, of course, being their friends, neighbors, and/or kinsmen.

For the most part, individuals claimed parcels in the Talakaya area which had been theirs before being exchanged by the Japanese for parcels in the less favorable Tatchog area. In addition to other testimony, claimants were required to attest that they had not rented, leased, or sold their Talakaya parcels of their own choice.

In a few cases individuals claimed parcels in the Tatachog area and chose either to retain them or to request that they be exchanged for parcels in the Talakaya area. Exchange agreements, however, were used primarily as a mechanism for establishing new claims to residential parcels in Songsong Village.

As soon as conditions stabilized somewhat on Rota after the war, individual families began moving back into Songsong Village. The Japanese, however, had completely restructured the village, building new roads, new buildings, and of course, the sugar mill. The Americans had, in turn, destroyed Japanese Songsong Village through aerial bombardment. It was impossible, therefore, to locate with any precision the sites of former lots and houses. The Rotanese and the Trust Territory government agreed that no attempt would be made to reestablish the old village. Instead, families were free to claim new village lots based on the number of parcels held in Tatachog Village, where presumably they had received parcels from the Japanese in proportion to the number of lots formerly held in Songsong Village.

The village was resurveyed by 1955 with areas set aside for the Catholic Church properties, the elementary school, Trust Territory facilities, and municipal buildings. A street grid broke the village into blocks which were further subdivided into lots of roughly equal size. Individuals established claims to lots in Tatachong Village through the title determination hearings. Claims to Songsong Village lots were then established by means of an exchange agreement.

The exchange agreement is essentially a formal statement on the part of the Trust Territory government. First, it recognizes the claim of an individual or trustee to a specified parcel in Tatachog Village by virtue of a title determination contract. Second, it recognizes the right of that individual or trustee to occupy, improve, and/or otherwise hold a specified lot in Songsong Village. Finally, the government agrees to give up its title to the lot in Songsong Village at such time as the individual or trustee establishes full title in the Tatachog parcel and thus satisfies the requirements for an exchange of full-titled properties. Disregarding any subsequent interpersonal transactions for the moment, 209 (69 percent) of the 301 Songsong Village parcels were finally held by individuals or trustees on the basis of exchange agreements. The remaining 92 lots were held under the residential home-*stead* program.

It should be emphasized at this point that the issuance of a title determination contract does not convey full title in a parcel to the claimant. A title determination is rather an official recognition by the Trust Territory government of an individual or trustee's claim to a particular parcel of land. Within the *de jure* system of land tenure, it is intended as a basis for the future transfer of full title in land parcels to the legally recognized claimants of those parcels. Where parcel exchanges are involved, as in Songsong Village, this will be accomplished through quitclaim deeds of exchange. In all other cases it will entail the issuance of a certificate of title.

The Land Commission Act of 1966 provides the legal formula for implementing the transfer of full title in parcels to all individuals or trustees presently holding title determinations or exchange agreements for land parcels. All that remains is for the

Trust Territory government to complete its cadastral survey of Rota so that an accurate and legal description of the size and location of the parcels in question may be given. The transfer of full title in residential parcels has, in fact, reached that stage, and the issuance of quitclaim deeds of exchange for them is imminent.

The *de jure* land tenure situation with regard to the parcels, both agricultural and residential, which have been claimed and held by the Rotanese at least since the Spanish period, may be described as a set of relations between the provisional and residual owners of those parcels:

Two basic forms of ownership must be distinguished. One of these will be called *full ownership*, be the owner a person or a corporation. It confers on an owner what will be called a *full title*. The other divides a full title asymmetrically between two parties, either or both of whom may be individuals or corporations. This will be called *divided ownership*. It confers on the two owners two distinct titles respectively, each characterized by different rights and duties. One will be called a *provisional title* and the other a *residual title* (Goodenough, 1966:33-34).

In a footnote to the above passage, Goodenough employs the following additional definitions:

By ownership is meant a total complex of reciprocal relations with respect to the enjoyment and use of something as property. By title is meant a constellation of right, privileges, and duties devolving on one party as owner in such a complex of relationships (Goodenough, 1966:33n).

This conceptual framework was utilized by Goodenough specifically for an analysis of the Trukese system of property relations, which he demonstrated was relevant and operable in terms of the Trukese themselves. The framework applies equally to the *de jure* system of Rotanese land tenure in the following manner. At the end of World War II, the United States, later the Trust Territory of the Pacific Islands, emerged as the full owner of Rota. That is, through a variety of circumstances it acquired full title to all real property on the island. Since 1958, the Trust Territory government has been conveying provisional title in certain parcels to individuals or trustees with well-grounded claims. The relationship of the government to the Rotanese claimant, then, is that of a residual owner to a provisional owner, the government holding residual title to the parcels in question in the sense that it has retained its right to unilaterally reassert its former status as full owner.

The point I wish to make in this discussion is that what I have called the *de facto* system of Rotanese land tenure differs in one vitally important respect from what I have described above as the *de jure* system. With regard to the parcels of land held by Rotanese under title determination contracts and exchange agreements, both the Trust Territory government and the people of Rota *act as if* the Rotanese were *full owners* of the parcels in question. The Rotanese are apparently free to buy, sell, and exchange these parcels, and the government's Clerk of Courts will register the appropriate documents if and when they are presented. In the few instances of government economic development loans, individuals have been asked to put up land

parcels as collateral for the loan. In the case of intergenerational land transactions, the Rotanese may subdivide their parcels as they see fit, although there is some reluctance to do so because of the sense of indivisibility conveyed by the title determination contract. Thus, the present *de jure* system of Rotanese land tenure may be characterized as one of divided title with respect to certain parcels of land. The *de facto* system, on the other hand, is viewed by the parties involved as one in which the Rotanese hold full title in the parcels in question.

### Homestead Contracts

The homesteading program in the Mariana Islands was preceded by a system of revocable permits initiated in 1947 (Spoehr, 1954:131-132). Under this system individuals were allowed to apply for tracts of land, essentially without restriction, and were issued permits revocable on 30 days notice. The application was not considered a claim to ownership, and, at least in the beginning, no effort was made to survey the tracts applied for in any rigorous fashion. By mid-1950, 576 Saipanese, both Chamorro and Carolinian, held permits for 2,815.1 hectares of farmland (Spoehr, 1954:132). No such exploitation of the system was made by the Rotanese: "Several people responded to this offer and . . . planted approximately 25 to 50 hectares of coconut seedlings which were imported from the islands north of Saipan" (Manglona, n. d.:2).

A homesteading program for agricultural and residential parcels was implemented on Rota in 1958, at the same time that title determination hearings were begun. Two areas, comprising generally the northern half of the island, were made available for prospective agricultural homesteads (excepting, of course, those parcels within the areas which were claimed under the title determination program). The first permits were not issued until 1960, and the goal of the Trust Territory government was to survey agricultural homestead parcels as permits were issued for them. This goal was being met until 1963 when a general reduction in the labor force due to a lack of funds eliminated the survey team (Manglona, n. d.:7). Permits continued to be issued until 1966, at which time the program was frozen pending the survey of all outstanding homestead parcels. This freeze was still in effect at the time I left the field in June of 1971.

The contractual arrangements contained in agricultural homestead permits are viewed by all parties involved as constituting a system of divided title ownership. The homesteader is required to enter and begin developing his parcel according to a detailed set of specifications. Boundaries must be kept clear at all times. Failure to comply with the standards of development and maintenance of the homestead parcel is cause for revocation of the permit at any time within a five-year period.

The maximum size of an agricultural homestead is five hectares, and no person may hold both a homestead permit and title determinations for parcels totaling more than five hectares in area. This stipulation has not been followed closely, however. No fewer than 23 (32 percent) of the 73 holders of agricultural home-

stead permits are in violation of it at the present time.

The homesteader may not sell, rent, lease, exchange, or otherwise dispose of or encumber his homestead. In the matter of inheritance, the homesteader must designate in writing an individual as heir, and this designation remains in force unless the homesteader subsequently names a different individual or until a deed of compliance is issued for the homestead. Such a deed would convey full title in the parcel to the homesteader. It is reported that 18 deeds of compliance were issued to Rotanese by 1966 (Sablan, 1966:17). To the best of my knowledge, however, these deeds have, in fact, not been actually issued to the homesteaders in question.

A program for residential homesteading was also implemented in 1958. Again, the program was not actually underway until 1960. The contractual arrangements of the residential homestead permit are the same as for the agricultural homestead permit with the following exceptions. Instead of an area limitation, the issuance of a residential permit is restricted to those individuals who are not already provisional owners of residential lots by virtue of an exchange agreement through the title determination program. Regulations on the development and maintenance of lots also cover any structure on those lots. Similar to the agricultural homesteads, a residential homestead may not be disposed of or encumbered in any way, and the homesteader must designate an heir at the time the permit is issued.

Unlike the agricultural homesteading program, the residential program has not been frozen, because the village survey incorporated and demarcated parcels for future allocation as residential homesteads. Thus, residential homesteading is an ongoing program which provides space for individuals without valid claims to Tatachog Village parcels, newly arrived residents, and, especially, married couples who do not or cannot gain access to village lots through intergenerational land transactions.

### Grazing Leases

A grazing lease program was initiated on Rota at about the same time as were the programs for title determinations and homesteads. Of the 42 contracts currently in force, the earliest were issued in 1961 while the latest contracts were issued in 1968. Grazing lease parcels are specifically designated for the grazing of cattle to the exclusion of any farming or the building of any structure other than fences and water tanks.

The size of grazing lease parcels is determined by the applicant, generally based on a "rule of thumb" formula of one hectare for each cow owned. Areas for parcels presently under contract range from five hectares to 120 hectares, the average parcel having an area of about 30 hectares. There is no government program to control the ratio of cows to hectares, and herd management is entirely in the hands of the individual lessees. Four leased parcels have changed in area, two increasing and two decreasing, since they have been under contract. Lease holders generally support a policy of maintaining their herds at a more or less constant number relative to the

size of their grazing parcels.

As in the case of agricultural and residential homestead contracts, grazing leases are viewed by the parties involved as constituting a system of divided title and ownership. Leases are renewable annually at the option of either party. An annual fee of \$ 1.20 per hectare is due at this time, and payment of this fee signals a continuation of the contract. To date, the Trust Territory government has never acted on its option to terminate a lease. Only a few Rotanese have chosen to give up their provisional title in a grazing parcel, and these do not include seven who have emigrated in the past five years.

The lessee's provisional title in a grazing parcel explicitly precludes the right to sell, exchange, or otherwise dispose of it in any fashion except through termination of the title. The matter is not that simple, however. The provisional owner's herd, for instance, is considered as property separate from the grazing parcel, and the lessee has full title in it. Furthermore, in addition to the annual lease fee, the lessee has made a permanent investment in the grazing parcel when he fences it and provides watering area for his cattle.

I was unable to interview any individual who had actually terminated his provisional title in a grazing parcel. When queried on the hypothetical situation of title termination, informants replied that the best strategy would be to find someone to take over the lease and then to sell him the fence and water tanks. This person might also want to buy the cattle, but if not, they could be sold elsewhere or moved to other property holdings without difficulty.

Grazing parcels are also, of course, not available for transfer through intergenerational land transactions. There is one case in which a man took over his deceased brother's grazing lease, and similar transactions are indeed likely resolutions to the problem of lease termination due to death. These cases are best understood, however, as special instances of the general transaction situation described above rather than as instances of inheritance. First, the Trust Territory government has made no provision in the grazing lease for the designation of an heir. Second, any transaction concerning the grazing parcel itself must be conducted between the applicant and the present or former lessee. Finally, no Rotanese attempted to place grazing parcels within the category of land to be ultimately reallocated through intergenerational land transactions.

### Interpersonal Land Transactions

Up to this point, Rotanese land tenure has been analyzed as a set of government-individual contracts constituting a *de jure* system of divided title and ownership. The Trust Territory government holds full title to nearly 70 percent of Rota. For the remaining 30 percent of the island, the government retains the rights and duties of a residual owner according to the differing stipulations of the several types of land tenure contracts. Rotanese, in turn, hold provisional title in various parcels consistent with the terms of these several contracts.

Related to the *de jure* land tenure system is a *de facto* system in which both the government and individual Rotanese operate until and unless the government exercises its most basic tenure right to impose the *de jure* system onto any land tenure situation. The internal structure of the *de facto* system is identical to that of the *de jure* system in gross outline, specifically with regard to the recognition of the several types of land tenure contracts in all but one instance. The *de facto* system does not distinguish residential homestead contracts from exchange agreements in situations of interpersonal land transactions involving village parcels.

The *de facto* system differs from the *de jure* system primarily in the degree to which *de jure* Rotanese provisional title holders assume the rights and duties of *de facto* full title holders in the reallocation of land parcels for which they hold land tenure contracts. It must be remembered that land tenure contracts either explicitly prohibit or do not specifically allow for the sale or exchange of land parcels by provisional owners. The other major means of reallocation, inheritance, is either prohibited in grazing leases, strictly limited in homestead contracts, or unspecified in title determinations and exchange agreements.

The sale of land involves a compensation to the seller in the form of money, livestock, or both. A land exchange requires a mutual agreement on the part of two title holders as to the equivalent value of their respective parcels. Interpersonal land transactions are of both types, often in combination, and have been an important mechanism of land reallocation at least since the Japanese period. The testimony summaries of the title determination hearings indicate that 116 (28 percent) of the 408 agricultural parcels in question were claimed on the basis of original acquisition through purchase or exchange. One person claimed no less than 13 parcels on that basis, having transacted purchases or exchanges with as many different individuals between 1928 and 1940.

The pattern of interpersonal land transactions has persisted on a much reduced scale for the 408 parcels now held under title determination contracts. Only 16 (14 percent) of the parcels have been sold or exchanged by *de jure* provisional owners acting as *de facto* full owners. This figure, however, accounts for only those transactions which have been recorded by the Clerk of Courts when accepting bills of sale or exchange. Most informants claimed that the number of unrecorded transactions was at least this high, but a precise figure could not be determined.

As noted above, residential parcels are undifferentiated in the *de facto* tenure system in which interpersonal land transactions take place. This conclusion is based upon residents' discussions of the situation, observation of the use and development of the two types of parcels under contract, and a review of contracts on file which indicates that today several Rotanese hold provisional title in village parcels under both exchange agreements and homestead contracts. The *de facto* "lumping" of village parcels into a single category of "residential lots" is also suggested by the similar frequencies of recorded interpersonal land transactions for parcels held under both types of contracts.

Agricultural homesteads and grazing leases have not been transferred through

interpersonal land transactions to date, and to this extent the *de jure* and *de facto* land tenure systems may be considered as isomorphic in these two areas. Rotanese seem content to adhere to the regulations set out in agricultural homestead contracts regarding the sale, exchange, and, particularly, inheritance of agricultural homesteads. However, the average agricultural homestead (4.56 hectares) is nearly twice as large as the average agricultural parcel (2.63 hectares) held under a title determination contract. There is good reason, therefore, to suspect that certain *de facto* adjustments may be developed in the future, at least in response to the inheritance principle of equal land distribution to heirs.

Grazing parcels are clearly viewed as ineligible for interpersonal land transactions. However, note the previous discussion of the hypothetical situation of grazing parcel title termination. Informants were agreed that grazing parcels could in some sense be "sold" by following the procedure of selling the permanent investments associated with them as long as the prospective buyer was assured that the government would then transfer provisional title in the parcel to him rather than to some other individual or to the government itself by retiring the parcel back into the category of public land. This would appear to be a complicated and risky venture. There is, at any rate, ample land available for any individual to apply directly to the government for provisional title in a grazing parcel.

### Summary

Rotanese land tenure has been described as comprising two subsystems—one, *de jure*, based on the legal code of the Trust Territory government; the other, *de facto*, based on concepts and practices actively recognized by the Rotanese and tacitly sanctioned by the government. Analysis has focused primarily on how the *de jure* system of divided title and ownership is differentially restructured in the direction of *de facto* full ownership by Rotanese holding parcels under several types of government-individual land tenure contracts. It has also been shown that the two systems are not to be considered as a *de jure* government system on the one hand and a *de facto* Rotanese system on the other. Both the government and the Rotanese participate fully in tenure arrangements under both systems.

It was noted at the outset that low population density and diverse economic opportunities are closely associated with the flexible system of land tenure on Rota. The island's population density of some 34 persons per square mile is not high for islands of this size in the Trust Territory (Hainline, 1965:1176-77). At the same time, several important livelihoods are not directly related to land-based activities, such as farming and cattle raising. These include government employment (82 of 160 households represented on a typical payroll), retail enterprise (16 households operating one or more businesses in 1971), and emigration (30 families moved off the island in the period 1966-71; one family moved into the community during this period).

In the absence of perceived land scarcity, the present system of tenure arrange-

ments and concepts is well-suited to adjust to a variety of social, economic, and political changes which are difficult to predict but certain to occur. Pressures on land and land tenure which are likely to emerge from the ongoing processes of change may be significantly offset by the continuing potential of the alternate livelihoods mentioned above.

In light of these considerations, briefly noted among others, it appears that, at least in the realm of man-land relations, the people of Rota have adapted well to conditions and events they control only rarely and with difficulty. They look to the future with a confidence quite alien to many contemporary island populations—a confidence that there is room to maneuver.

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