

A DEEPER INSIGHT INTO THE PROPERTY RIGHTS OF THE SULTANATE OF SULU USING BRITISH JURISPRUDENCE AS A GUIDE AND GUARDIAN OF ESTABLISHED PRINCIPLES OF LAW, EQUITY, AND JUSTICE.

INTRODUCTORY REMARKS

Following the publication of my Opinion regarding the Philippines/Sultanate of Sulu claim (The Claim) over British North Borneo (Sabah), I was inundated with calls and emails requesting me to prepare and publish a deeper insight into The Claim using British jurisprudential imperatives since most South East Asian countries were former colonies of the British Empire which had pliantly agreed to enshrine and entrench the British legal system in their individual systems of government.

As a primer, it must be remembered that it was unmistakably British jurisprudence that created the charter for the British East India Company in 1600; the British North Borneo Trading Company in the 1800's; the Overbeck-Dent Pact in 1878; and the subsequent chain of events that led to the formation of Malaysia. Some have suggested that the entire plan to lease British North Borneo could have been a Faustian bargain of sorts. Be that as it may, it makes clear, practical, and good sense to use British jurisprudence as an efficient yardstick to analyze the legal basis of The Claim.

MODUS OPERANDI

I shall be referring to a host of maxims, as first principles, amongst other aids, to advance the legal basis of The Claim. Maxims are useful in our Anglo-American jurisprudence because they are "founded in reason, public convenience and necessity to enable the searcher of truth and justice to find a place in the code of every civilized nation," according to Dr. Herbert Broom, January 30th, 1845, as a preface to the first edition of his great reference manual for judges, lawyers, scholars, researchers and law students - "Broom's Legal Maxims."

Maxims will be followed by their application and applicability to enacted legislation or statutes. Next, we consult the constitution of the land to see if the enacted legislation is constitutional or otherwise; after this we assemble the facts which form the basis of the law of evidence; this is followed by application and reference to sound legal principles of law and equity with occasional references to stare decisis (precedent or previous decisions rendered by a court). All this is necessary to form the pith and substance of a case to be weighed in at the counter of truth and justice so that grievous error is avoided at all costs.

My prime thrust is to analyze the ramifications of the Overbeck-Dent Pact while keeping in mind the 1898 purchase of the Philippines by the United States of America's after the Spanish-American War under the terms and conditions of the Treaty of Paris concluded on December 10, 1898. This is a good twenty years after the 1878 Overbeck-Dent Pact. So, if the Treaty of Paris means anything it means that North Borneo (Sabah) too belongs to the United States of America under the terms and conditions of the Treaty of Paris. Does it suggest a Faustian bargain or a Hobson's choice in the grand scheme of things ?

It must be remembered that "some things that are legally right are not morally right," exclaimed future president Abraham Lincoln in 1840 when refusing to take a case for a prospective client against a widow with six children. Using the law of contract as a legal right for the immoral taking of someone's large land mass under the pretext of commerce is nothing short of a cardinal sin.

There is also no evidence of the the issuance of a land title, patent, or grant accompanying the Overbeck-Dent Pact of 1878. Is the Pact legally deficient and wanting that justified the federation of Malaysia in 1963?

Did the federation of Malaysia become necessary to subsume the Pact because someone pointed out that the Pact could be proven to be illegal and ineffective, and thus capable of being invalidated in law? Remember that the law is a very mischievous system designed not to achieve but to frustrate the truth.

Some have suggested that the federation of Malaysia is an "adhesion contract" where the terms and conditions of the contract

heavily favor one side of the bargain. I am reminded of the adage “never argue with a man chewing tobacco.”

Circumstantial evidence and parol evidence suggest that there could have been a hidden agenda engineered by hidden hands during the discussions, debates, discourses and deliberations leading to the formation of Malaysia. Circumstantial evidence has been declared to be intrinsically as probative as direct evidence. See United States v. Young, 568 F2d 588, 589, 8th Circuit (1978).

In another case United States v. Andrino, 501 F2d 1373, 1378, 9th Circuit, (1974) the appellate court ruled that “circumstantial evidence is not less probative than direct evidence, and, in some cases, is even more reliable.”

LAW AND ARGUMENT

“As appeared in the Madrid Protocol of 1885 signed by Spain, England and Germany, under Article III of which the Spanish Government renounced such claims over the archipelago as far as regards to the Royal Crown of Great Britain, that all claims of sovereignty over the territories of the continent of the Philippine Islands, including Borneo and the Tagean Islands (now known as Kalayaan Islands) *which said Sabah belonged to the past Sultan of Sulu* with the conditions that Island and income derived thereon should be apportioned into two equal amount in favor of the Kiram heirs and the Tallano-Tagean heirs.” (emphasis added)

The above quoted portion of a judgment rendered in the Philippines is extracted from the Transcript of the Court of First Instance of Rizal, Seventh Judicial District, Branch XXVIII, Pasay City, republic of the Philippines) LRC Civil Case #3957-P, QUIETING OF TITLES IN ACCORDANCE WITH REPUBLIC ACT #26, issued by Presiding Judge Enrique A Agana recognizing the Sultan of Sulu's (Kiram heirs) ownership of Sabah.

This would be a good starting point to stake the arguments of The Claim as it is a judicial utterance tempered by logic, reason, a sense of fairness, equity, and public policy narrowly confined to the Sultanate of Sulu and Sabah.

"The law is the last result of human wisdom acting upon human experience for the benefit of the public." – Samuel Johnson (1709-1784).

The acquisition, enjoyment, and transfer of property begins with the maxim *qui prior est tempore potior est jure* – he has the better title who was first in point of time. This is on all fours with the maxim of usucapio – ownership due to lengthened possession. According to the law of nature, there can be no doubt that priority of occupancy alone constitutes a valid title expressed as *quod nullius est id ratione naturali occupanti conceditur*. Blackstone's Commentaries covers this subject extensively.

The great state supreme court Judge Charles Doe, who single-handedly reformed the common law of New Hampshire, said that "the real law lay in the circumstances of the dispute itself." His methodology is what I would expect some court of justice would follow in awarding justice for His Highness the 29th Sultan of Sulu – to make decisions by reducing questions of substantive law to questions of factual analysis based on common sense and perceptions of justice.

The law of nature gradually became second fiddle to the law of the sovereign and state expressed as the supreme power by the positive laws of the state. In Taylor v. Haygarth, 14 Sim. 8, at p. 18, per Shadwell, V.C., "there is no doubt that, by the law of the land the crown is entitled to the undisposed-of personal estate of any person who happens to die without next of kin." This *res judicata*

was also observed in Robson v. A.G. 10 Cl. & F. 471, at pp. 497, 498; and in Dyke v. Walford, 5 Moo. P.C. 434.

Written laws are like spiders' webs, and would catch . . . the weak and poor, but easily be broken by the mighty and rich, wrote Anacharsis (6th century B.C.), and we may all be guilty of being inflicted by cowering under the fear of its lethal lashing.

Eminent domain by the state did not raise its Janus face in the context of The Claim. The Cobbold Commission did not dare to make this assertion or use this rationale.

The homeowner in America frowns upon eminent domain as it qualifies to be an "unjust law which is no law at all." (Augustine, A.D. 354-430). The question is: Is there a punishment for disobeying an unjust law although it is the law?

By the looks of it "finders keepers losers weepers" does not apply because the convenient finder of unclaimed property is always the state – the government, that is, which gets to keep any estate for which there are no heirs or next of kin. But, I mention this as a basis for governmental claim in one instance when there are no heirs or next of kin.

As Justice Arthur Goldberg (1908-1990) observed: "Law not served by power is an illusion, but power not ruled by law is a menace."

Beginning with the Magna Carta, laws such as the Statute of Westminster II, 1285; Administration of Estates Act, 1925; the Land Charges Act, 1925; the Law of Property Act, 1925; and other Acts of Parliament eroded the power and efficacy of the law of nature dividing the practitioners of the law into two distinct camps – those who supported an advanced natural law founded upon strict equity and justice; and those who went with positive law (man-made laws) created for the profit, benefit and advantage of men.

Descartes (1596-1650) said that "the multitude of laws frequently furnishes an excuse for vice, and a state is better governed with a few laws which are strictly adhered to." No sooner do we choke with one law when a few more are hastily passed in the obliging legislature to drown our sanity.

Looking at The Claim at this juncture will reveal the encroaching nature of government upon settled law. Montesquieu warned that “useless laws debilitate . . . necessary ones.”

The British concept of enjoyment of property is vested in four maxims – that a man shall so use his own property as not to injure his neighbor, expressed as *sic utere tuo ut alienum non laedas*, used in Jeffries v. Williams, 5 Exch. 792, at p. 797; Bonomi v. Backhouse, E.B. & E. 622, at pp. 637, 639, 643; Chasemore v. Richards, 7 H.L. Cas. 349, at p.388; Williams v. Groucott, 4 B. & S. 149, at pp.155-156.

Incidentally, unkindness has no remedy in law observed Thomas Fuller (1654-1734).

The Sultanate of Sulu’s right expressed in the maxim *expedit reipublicae ne sua re quis male utatur* – a man must enjoy his own property in such a manner as not to invade the legal rights of his neighbor – fits squarely with the act of taking a lease to mean a cession justifying the Cobbold Commission’s act of including British North Borneo into the union called Malaysia. Lord Truro, in Egerton v. Brownlow, 4 H.L. Cas. 1, at p. 195, noted that “every man is restricted against using his property to the prejudice of others.” Here, the property would mean the power of the British government to decide for others without the others’ – meaning the people of British North Borneo, the government of the Philippines, the Sultan of Sulu - consent, acquiescence, concurrence or agreement.

“As in law so in war, the longest purse finally wins,” said Mahatma Gandhi in 1917.

The undeniable fact that the Cobbold Commission failed to recommend both the advantages and disadvantages to the Philippines government, the Sultan of Sulu and His Majesty’s people is a classic case of *suppressio veri suggestio falsi* – the suppression of the truth is a suggestion of the false. Brunei was well advised about the pros and cons. It wisely stayed away from the federation of Malaysia for obvious reasons. Why was the Sultanate of Sulu treated differently and diffidently?

A court of justice must look beyond the confines and contents of documents to gather information and assess the practical impact of

the agreements they signified and should not be deterred in its search by rules limiting its consideration of extrinsic evidence – the Roger Traynor Methodology.

Between the 19th of February and 17th April of 1962, the Cobbold Commission members made visits throughout Sabah and Sarawak reviewing opinions of individuals and religious, social and political organizations, and in August 1962, the Commission announced its assessment of the degree of support for the Malaysia Plan, in their own words, viz:

a) About one third of the population in each territory strongly favors early realization of Malaysia without too much concern about terms and conditions. (*Maybe they did not understand the ramifications of the impending federation – Author.*)

b) Another third, many of them favorable to the “Malaysia” project, ask with varying degrees of emphasis, for conditions and safeguards varying in nature and extent. (*Probably the intellectuals of the region who demanded to know what safeguards would be established regarding politics, government and religion – Author.*)

c) The remaining third is divided between those who insist on independence before Malaysia is considered and those who would strongly prefer to see British rule continue for some years to come, including a “hard core, vocal and politically active” segment comprising nearly 20 per cent of the population of Sarawak and somewhat less in Sabah “which oppose “Malaysia” on any terms unless it is preceded by independence and self- government”. (*This is an accurate description of the mindset of the people of North Borneo and Sarawak who obviously and understandably viewed the impending federation with suspicion – Author.*)

Would history be any different today had Lord Truro represented the Crown in the Cobbold Commission and the adjudication of the violation of the Overbeck-Dent Pact? If I was practising law then I would have found a basis in common law to file The Claim by using the Traynor Methodology – when a case was not governed by a statute, a court was free to copy an appropriate model in a statute (at 425, “*Statutes Revolving in Common-Law Orbits*,” 17 Catholic University Law Review, 401, 402, [1968])

The second maxim which states that the owner of the soil is entitled to that which is above - *cujus est solum ejus est usque ad coelum* – also contemplates the mischief caused by the occupier which affords a right to the original owner if the injury is of a permanent nature or character – in this case the permanent injury was the taking of British North Borneo (Sabah) without the consensus of the Sultanate of Sulu– see cases like Simpson v. Savage, 1 C.B.N.N.S. 347; Mumford v. Oxford & Co. Rly., 1 H. & N. 34; Battishill v. Reed, 18 C.B. 696; Cox v. Glue, 5 C.B. 533; Tucker v. Newman, 11 A. & E. 40; Jackson v. Pesked, 1 M. & S. 234; Kidgill v. Moor, 9 C.B. 364; Bell v. Mid. Ry. Co., 10 C.B. N.DS. 287.

There is no evidence that mineral rights and aviation rights have inured to the benefit of the Sultanate of Sulu except for the payment of a paltry sum of “cession money.” If one calculates the quantum due from 1963 till today, the payment due would be in the billions if not trillions of ringgit. Malaysia, at best, is a tenant entitled to enjoy rights of usufructury. The usufruct pays rent ad infinitum. The fruits of the soil – timber, mineral rights, etc. belong to the owner of the soil not to the tenant. The owner keeps a lion’s share, and the tenant a smaller portion because he has tilled the land if he did not exploit the resources as an act of unjust enrichment.

Possession in nine-tenths of the law – Lord Mansfield (1705-1793) in Corporation of Kingston-upon-Hull v. Horner (1774).

We ought to be reminded of natural law that bestowed usucapio upon the Sultanate of Sulu for the people of Sulu. An alien law has no place in the jurisprudence of Sulu if it is vexatious, malicious, acrimonious, and mischievous. Usage and custom is the best interpreter of laws – *consuetude est optima legum interpres*; custom is observed as law. All law (not being statute law) is founded upon custom and obtains thus the name of consuetudinary or common law – *consuetude pro lege servatur*. These maxims have served Europe and the rest of the west very adequately. But, alas, when it comes to the Sultanate of Sulu it is casually abandoned as if it does not matter.

The cruelest and saddest, if not sadistic, thing of it all is that the legislature is always ready, willing, waiting and wanting to pass a law – any law – to satisfy the encroaching nature of the state. I

rejoice at recalling the great utterance of Thomas Brackett Reed (1839-1902) in the United States House of Representatives in 1886 when he said :” One of the greatest delusions in the world is the hope that the evils in this world are to be cured by legislation.”

And the judge – if he is not to be labeled as an activist judge – is wont to interpret the enacted law as if ironing out the creases in it. If he makes law he is legislating from the bench !! “Judging is not about declaring rules but a process of weighing varieties of evidence in search of a rational solution” (Judge Roger Traynor, Supreme Court of California, 1940-1970).

The leading case on the subject of whether custom or usage of a country is admissible in a court of law is Wigglesworth v. Dallison, 1 Dougl. 201. Lord Mansfield said that “the custom did not alter or contradict the lease, but only added something to it” By “something” Lord Mansfield meant validity and authenticity to usage and custom which has served equity and justice amply, adequately, satisfactorily and efficiently.

Earl Warren (1891-1974) one of the US Supreme Court Chief Justices remarked once that, “it is the spirit and not the form of law that keeps justice alive.”

Applying the pound of logic, rationale and reason to the Overbeck_Dent Pact and the soon-to-happen federation of Malaysia, where was custom and usage in the plenary power of the governments of Malaya and Great Britain when it applied private and public international law to make the federation of Malaysia a reality at the expense of the Sultanate of Sulu?

“It would be a narrow conception of jurisprudence to confine the notion of laws to what is found written on the statute books.” (Associate Justice Felix Frankfurter in Nashville, Chattanooga & St. Louis Railway v. Browning, 310 US. 362, 369, [1940])

The third maxim declares that what is annexed to the freehold usually becomes subject to the same rights of ownership expressed as *quicquid plantatur solo solo cedit* as declared in Climie v. Wood, L.R. 3 Ex. 257, at p. 260; Elwes v. Brigg Gas Co., 33 Ch. D. 562, at pp.566, 567.

The Settled Land Act, 1925, gave legislative effect to this maxim.

“Is not the whole trend of our legislation a sustained effort to pamper the unfit at the expense of the fit?” (Norman Douglas, 1862-1952)

The third maxim also affords that if someone built something on the land of the owner, or planted something in that land, then the owner of the soil becomes the owner of that building or trees or plants, expressed as *quia omne quod solo inoedificatur solo cedit* – per Institutes of the Civil Law. This maxim saw the light of a just day in such cases as Kenny v. Browne, 3 Ridg. P.C. 462, at p. 519; Austin v. Chambers, 6 Cl. & F. 1, at p. 31; Perrott v. Palmer, 3 My. & K. 632, at p. 640; Honywood v. Honwood, L.R. 18 Eq. 306, at p. 309.

BY EXTENSION THIS MEANS THAT WHATEVER WAS BUILT IN PRESENT DAY SABAH BEONGS TO THE ORIGINAL OWNER – THE SULTAN OF SULU – airports, roads, resorts, hotels, golf courses, railroads, bridges, parks, canals, oil and gas platforms and production lines – the entire gamut.

His Highness the 29th Sultan of Sulu will certainly settle for that in no uncertain terms.

The last maxim that every man’s house is his castle expressed as *domus sua cuique est tutissimum refugium* is an all-time favorite usually associated with an Englishman. It is unthinkable for an Englishman to be evicted out of his own castle except in cases of unlawful detainer where he was obliged to pay rent which he did not pay and therefore suffer the ignoble eviction. We will have to put ourselves in the shoes of the Sultan of Sulu when his castle was unceremoniously taken away from him and his people for the greater glory of a then unknown federation called Malaysia.

As President John F Kennedy said, “ certain other societies may respect the rule of force – we respect the rule of law.” (New York Times, May 19, 1963)

EFFECT OF LITIGATION

“Your lordships will be glad to hear that I shall present a point of law uncorrupted by any merits.” (Patrick Devlin, *The Judge*, 1979)

Ex turpi causa non oritur actio – No court will allow itself to be made the instrument of enforcing obligations alleged to arise out of a contract or transaction which is illegal – per Lord Justice Lindley in Scott v. Brown [1892] 2 Q.B. 724, at p. 728 .

Bear with me as we examine the illegality of it all as espoused in the Overbeck-Dent Pact.

I quote hereunder the GRANT BY THE SUTAN OF SULU OF A PERMANENT LEASE COVERING HIS LANDS AND TERRITORIES ON THE ISLAND OF BORNEO, DATED JANUARY 22, 1878 AS TRANSLATED BY PROFESSOR CONKLIN OF THE DEED OF 1878 IN ARABIC CHARACTERS FOUND BY MR. QUINETERO IN WASHINGTON:

We, Sri Paduka Maulana Al Sultan MOHAMMED JAMALUL ALAM, Son of Sari Paduka Marhum Al Sultan MOHAMMED PULALUM, Sultan of Sulu and of all dependencies thereof, on behalf of ourselves and for our heirs and successors, and with the expressed desire of all Datus in common agreement, do hereby desire to lease, of our own free will and satisfaction, to Gustavus Baron de Overbeck of Hong Kong, and to Alfred Dent, Esquire, of London, who act as representatives of a British Company, together with their heirs, associates, successors and assigns forever and until the end of time, all rights and powers which we possess over all territories and lans tributary to us on the mainland of the Island of Borneo commencing from the Pandassan River on the east, and thence along the whole east coast as far as the Sibuku River on the south, and including all territories on the Pandassan River and in the coastal area, known as Paitan, Sugut, Banggai, Labuk, Sandakan, China-batangan, Mumiang, and all other territories and coastal lands to the south, bordering on Darvel Bay, and as far as the Sibuku River, together with all the islands which lie within nine miles from the coast.

In consideration of this (territorial?) lease, the honorable Gustavus Baron de Overbeck and Alfred Dent, Esquire, promise to pay His Highness Maulana Sultan Mohammed Jamalul Alam and to his heirs

and successors, the sum of five thousand dollars annually, to be paid each and every year.

The above-mentioned territories are from today truly leased to Mr. Gustavus Baron de Overbeck and to Alfred Dent, Esquire, as already said, together with their heirs, their associates (company) and to their successors and assigns for as long as they choose or desire to use them; but the rights and powers hereby leased shall not be transferred to another nation, or a company of other nationality, without the consent of Their Majesties Government.

Should there be any dispute, or reviving of old grievances of any kind, between us, and our heirs and successors, with Mr. Gustavus Baron de Overbeck or his Company, then the matter will be brought for consideration or judgment to Their Majesties Consul-General in Brunei.

Moreover, if His Highness Maulana Al Sultan Mohammed Jamalul Alam, and his heirs and successors, become involved in any trouble or difficulties hereafter, the said honorable Mr. Gustavus Baron de Overbeck and his Company promise to give aid and advice to us within the extent of their ability.

This treaty is written in Sulu, at the Palace of the Sultan Mohammed Jamalul Alam on the 19th day of the month of Muharam, A.H. 1295; that is on the 22nd day of the month of January, year 1878.

*Seal of the Sultan
Jamalul Alam*

*Witness to seal and signature
(Sgd,) W. H. TREACHER
H.B.M. Acting Consul General in Borneo*

I have underscored the line which reads hereby leased shall not be transferred to another nation, or a company of other

Prima facie, the findings and recommendations of the Cobbold Commission and the federation of Malaysia are clear violations of this Lease Agreement which prohibits the lease from transferring any of its powers and rights to another nation. Therefore, the formation of Malaysia may be politically correct if British North Borneo was not included because the Overbeck-Dent Pact forbade the transferring of the lease powers to another nation.

It is interesting to note that the Overbeck-Dent Pact is indeed a lease.

A thorough investigation into the intention of the parties is a realistic point to start. If the Pact was a lease which mysteriously assumed the character of a cession, then the Sultanate of Sulu can file a claim that the Pact was illegal – at least the cession façade and character of it.

Let's assume that the Pact was tacitly expressed to imply a cession when it was advanced as a lease to create a smokescreen. The maxim *expressio eorum quae tacite insunt nihil operatur* kicks in – that is, the expression of what is tacitly implied is inoperative. This principle gained utterance in *Broughe's Case*, 4 Rep. 72 b, at 73 b; *Ive's case*, 5 Rep. 11 a; *Wing. Max.*, p. 235; *Finch, Law*, 24; *Stukeley v. Butler*, Hob. 168, at p. 170; *Wroughton v. Turtle*, 11 M. & W. 561, at p. 570; *Lawrance v. Boston*, 7 Exch. 28, at p. 35; *Oyden v. Graham*, 1 B. & S. 773

The Pact stated in no uncertain terms that the lease is not to be transferred to another nation. Whither Malaysia? The verbiage employed in the Pact does indeed contain this clause. There is no such thing as a 99-year cession as is often mentioned or believed about the Pact. Therefore the express mention of one thing implies the exclusion of another - *expressio unius est exclusio alterius*. Lord Denman declared this to be the ruling principle of law in *Line v. Stephenson*, 5 Bing. N.C. 183. This was also invoked in *Merrill v. Frame*, 4 Taunt. 329; per Lord St. Leonards in *Monypenny v. Monypenny*, 9 H.L. Cas. 114, at p. 139; *Messent v. Reynolds*, 3 C.B. 194; *Baynes v. Lloyd* [1895] 2 Q.B. 610.

In efforts to construe the real words, phrases and meanings to convey the intention of the parties it is important to bear in mind, when reading any particular written instrument, like the Overbeck-Dent Pact, that regard must be paid not only to the language of that clause, but also to that of any other clause which may by reference be incorporated with it. This is expressed in the maxim *verba relata maxime operantur per referentiam ut in eis inesse videntur*.

“Words – so innocent and powerless as they are, as standing in a dictionary, how potent for good and evil they become, in the hands of one who knows how to combine them.” (Nathaniel Hawthorne, 1804-1864).

What aid or advice did the Overbeck-Dent partners offer the Sultan of Sulu when it ran into trouble and difficulties is open to debate if not conjecture. Were these merely words and phrases hastily put together for the express purpose of taking British North Borneo.

“When I use a word,” Humpty Dumpty said, in a rather scornful tone, “it means just what I choose it to mean – neither more nor less.”

“The question is,” said Alice, “whether you *can* make words mean so many different things.”

“The question is,” said Humpty Dumpty, “which is to be master – that’s all.” (Lewis Carroll, 1832-1898, *Through the Looking-Glass and What Alice Found There*, 6, 1872).

CONCLUDING REMARKS

So here we are practicing law using words and phrases as our tools. Those are the only tools we can employ whether it is an enacted law of the legislature; an expression of reason and logic; a forceful argument in a courtroom; or a powerfully written brief by a clever lawyer aimed at convincing and persuading a judge to see his point of view for his client’s sake.

We have witnessed the employment of words and phrases in the Overbeck_Dent Pact; the Cobbold Commission; the federal Constitution of Malaysia; the Philippines Republic Acts; in judgments of various courts; in treaties between various countries convincingly telling the world that all is well.

But these words and phrases, and the language used, should not be like a cuttlefish squirting ink.

His Highness the 29th Reigning Sultan of Sulu seeks justice for his people, his land and his properties. Others have come and taken it away using treaties, contracts and covenants under the cloak of legitimacy.

His Highness’s call for justice is based on the fact that the law is the witness and external deposit of our moral life. Its history is the history of the moral development of the race. Let it be remembered that one hour in the execution of justice is worth seventy years of

prayer. His Highness prays that it will only take several hours to decide and decipher the grave injustice rendered unto him and his people in the name of law.

It is His Highness's greatest prayer that there will be a court of justice – not a court of law – in this world which will hear and adjudicate his Claim.

Governments that lie and cheat; employ distortions, misconceptions and misguided sense of fairness should not be afforded any protection, forgiveness, or even mercy. They are like the man who murdered his parents, and then, when sentence was about to be pronounced, pleaded for mercy on the grounds that he was an orphan.

A handwritten signature in black ink, appearing to be 'NC Naidu', written over a horizontal line.

Judge NC Naidu
Chief Judge, Lipan Apache Band of Texas, USA
Seattle, Washington, July 12, 2010