

BOARD OF LAND AND NATURAL RESOURCES

HAWAIIAN KINGDOM

Contested Case Hearing RE Conservation) Case : BLNR-CC-16-002
District Use Application (CDUA) HA-3568)
for the Thirty Meter Telescope at the) (A)RESPONSE TO UNIVERSITY OF
Mauna Kea Forest Reserve Proclamation) HAWAII OPPOSITIONS DOC 139,
June 1909 renamed Mauna Kea Science) 194, 196, 197, 198, 199, 200, 201,
Reserve, Kaohe Mauka, Ahupua'a of Hamakua) 202; (B) SUPPORT KAMAHANA
HAWAIIAN KINGDOM, reidentified as) KEALOHA QUO WARRANTO DOC.
TAX MAP KEY (3) 4-4-015:009) 180; (C) SUPPORT DWIGHT VICENTE
)) FILINGS; (D) RESPONSE TO
) MOTION FOR PROTECTIVE ORDER
) DOC. 182; (E) IN SUPPORT OF
) RICHARD WURDEMAN'S MOTION
) TO STRIKE CDUA APPLICATION
) HA-3568 DISCUSSED 8/12/16

Aloha Ke Akua, God is Love!

Come now Living Heir/Proper Party/ Petitioner, Stephanie-Malia:Tabbada, living heir of blood Ko Hawaii Pae Aina, non combatant fruit of this aina not of any fictitious corporation assumed to be, sayeth with all rights reserved,

(A) RESPONSE TO UNIVERSITY OF HAWAII OPPOSITIONS TO DOC. 139, 194, 196, 197, 198, 199, 200, 201, 202

The subject initiated from a General Lease S-4191 which the State Department of Natural Resources leased to the University of Hawaii in 1968 for a term of sixty-five years (65) set to terminate on the 31st day of December, 2033. In this document Sec. 4 Specified Use-This land is hereby leased and shall be used by the Lessee as a scientific complex, including without limitation thereof **AN OBSERVATORY, MEANING ONE!** It did not say THIRTEEN OR MORE! Under Assignments: **The Lessee SHALL NOT SUBLEASE...without prior approval of the BLNR.**

Thirteen other telescopes were built and operated by eleven other foreign countries on Hawaiian Kingdom lands without permission of the rightful heirs.

The University of Hawaii clearly violated the Lease agreement and received NO REPRIMAND or CANCELLATION of LEASE, Why Not?

In 1998, the State Audit revealed the University of Hawaii did not fulfil it's obligation as a responsible leaseholder of conservation land, actions of destruction of sacred lands and various sites with historic and cultural significance, causing irreparable harm to the land and to the Ko Hawaii Pae Aina physical ties to the aina and now it's only a memory. The University of Hawaii and the State of Hawaii must be held accountable for grievous destruction caused on Mauna Kea.

Received
Office of Conservation and Coastal Lands
2016 Aug 22 10:09 pm
Department of Land and Natural Resources
State of Hawaii

Mauna Kea is Hawaiian Kingdom land described by the BLNR State of Hawaii Administrative Rules states:
Mauna Kea is Conservation Land protected by Law from ADVERSE INDUSTRIAL DEVELOPMENT.

How can anyone TRUST the violators of a CONTRACT made in good faith and now to sweep the wrong that was committed by the University of Hawaii and acknowledged by the BLNR to issue a new permit with the same Actors, CDUA HA-3568 dated September 2, 2010 to the very ones who violated the original lease document. This wrong will never be right by a new paper. Who will supervise this entire process when there is no Accountability.

The very site pursuant the CDUA permit states the TMT project will be built on archeological sites documented in 1982, how convenient, none exist in 1995 or 2005 field visit.

Under sec. 4.1.1 of the CDUA permit the State of Hawaii Preservation Division previously stated that this historic property and the entire summit region of Mauna Kea may be eligible for inclusion on the National Registry as a Historic District. What happened?

(B) SUPPORT KAMAHANA KEALOHA'S MOTION INVOKING QUO WARRANTO.

I understand that a Quo Warranto proceeding is a writ (order) used to challenge the authority or test the title of office, *In re Sherwood* 22H 385, 388 (1914) *Kanealii v. H. 1, 7. (1905)*

Hawaii Statutes: The Writ is like a summons commanding the respondent to show by what authority he or she claims to hold an office and is an order to show cause. *In re Sherwood*.

Also, No special interest is required by an individual under the Hawaii statute, and it has been held that a resident, citizen and taxpayer can bring quo warranto to oust a person unlawfully occupying a public office.

"A court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to act, and a court must have the authority to decide that question in the first instance." *Rescue Army v. Municipal Court of Los Angeles*, 171 P2d 8; 331 US 549, 91 L. ed 1666, 67 S.Ct 1409. "Where there is absence of jurisdiction, all administrative and judicial proceedings are a nullity and confer no right, offer no protection, and afford no justification, and may be rejected upon direct collateral attack." *Thompson v. Tolmie*, 2 Pet. 157, 7 L.Ed. 381; *Griffith v. Frazier*, 8 Cr. 9, 3L. Ed. 471.

Why did the hearings officer seek clarification, opinions and/or interpretation from the Attorney General and all other Lawyers of the BAR? It appeared that some sort of conspiracy and/ or collusion was taken place before my eyes, just saying.

Questions comes to mind, (1) we need proof of Oath of Office by public officials with interest; (2) The General Lease No. S-4191 is based on Walter F. Frear's proclamation of 1909. He was appointed Governor by a U.S. President, Quo Warranto?

(C) SUPPORT Dwight J. Vicente's motion regarding the lands in question are Hawaiian Kingdom Crown and Hawaiian Kingdom Government Lands. Nothing was public. All land titles were settled by the King in the Great Mahele - defined as gift and not land division.

In reviewing Mr. Vicente's motion that the Hawaiian Kingdom exists by the Reciprocity Treaty. This Treaty also known as the Bayonet Constitution animated the desire to strengthen and perpetuate the friendly relations between the United States and his Majesty the King of Hawaiian Islands and to consolidate their commercial intercourse. This was ratified on January 13, 1875.

King Kalakaua in his speech before the opening session of 1887 Hawaiian Legislature stated:

*"I take great pleasure in informing you that the Treaty of Reciprocity with the United States of America has been definitely extended for seven years upon the same terms as those in the original treaty...whereby it is agreed and understood that it does not cede any territory or part with or impair any right of **sovereignty** or jurisdiction on the part of the **Hawaiian Kingdom**....*

This was accepted by the U.S. Government by and through the Minister of Foreign Affairs, GODFREY BROWN, December 8, 1887.

That the Hawaiian Organic Act Pub. L. 56-331, Stat. 141 enacted by United States Federal Law **to protect the citizens of The Republic of Hawaii on or before August 12, 1898 and An "Act to Amend an Act" approved April 30, 1900 entitled "An Act to provide a GOVERNMENT for the TERRITORY OF HAWAII," then, this Hawaiian Organic Act was amended to add THE REHABILITATION ACT OF 1920, also known as the HAWAIIAN HOMES ACT.** This "Act" labelled the people as "**WARDS**" being incompetent treated as second class citizens.

Who are the members of the Perpetuating Unique Educational Opportunities Inc.?

The Reciprocity Treaty still exists and there is no proof it was abrogated.

The United States in their Apology Bill 1993 stated we, the Ko Hawaii Pae Aina never relinquished our inalienable rights as living beings nor every relinquished our rights to the aina. The United States tried to get all of us to be a part of the Rehabilitation Act of 1920 to extinguish us as a Nation. What makes a Nation? The People, The Territory (Lands) and The Government. The Republic of Hawaii kidnapped our Queen Lilioukalani, committed Treason and created their own Government by an "Act." In the Senate Debates of the United States, Senator Alan from Nebraska said, "a Joint Resolution is just a Bill or an Act of Congress. A Bill or an Act of Congress is NOT A TREATY. A Bill or an act of Congress is limited to the territory of the UNITED STATES. " There is no way they could "acquire" Hawaii. (Per Williamson Chang's 50th State Fraud) The Senate didn't just say it was unlawful it was, they say, it was unconstitutional.

To deny any motion without any justification or rule of law is unconstitutional and unlawful. Again, jurisdiction is challenged, it must be proven- *Hagens v. Lavine, 415 U.S. 533.*

D. RESPONSE TO MOTION FOR PROTECTIVE ORDER DOC. 182

This process of commerce dealing with the CDUA HA-3568, according to Title 15 USC. Commerce, Sec. 1122, "Liability of States, instrumentalities of States and State Officials:

(b) Waiver of Sovereign Immunity by States. Any State, instrumentality of a State or any

officer or employee of a State or instrumentality of a State acting in his or her official capacity, shall not be immune, under the eleventh amendment of the Constitution of the United States or under any other doctrine of sovereign immunity...

E. IN SUPPORT OF RICHARD N WURDEMAN'S MOTION TO STRIKE CDUA APPLICATION HA-3568 AS DISCUSSED ON 8/12/16.

I am in support of Richard Wurdeman's Motion to Strike CDUA Application HA-3568, The overview of who the players are Thirty Meter Telescope Observatory (TMT) or Thirty Meter Telescope International Observatory (TIO), the State of Hawaii, University of Hawaii Hilo or University of Hawaii Manoa, Perpetuating Unique Educational Opportunities, Inc is very complicated.

The entire process should be denied.

Electronically Submitted with All Rights Reserved

Stephanie-Malia:Tabbada
Living Heir/Property Party/Petitioner
Dated: August 22, 2016

Board of Land and Natural Resources

Hawaiian Kingdom

CERTIFICATE OF SERVICE

Contested Case Hearing RE Conservation) BLNR Contested Case Hearing HA-16-02
District Use Application (CDUA) Ha-3568)
for the Thirty Meter Telescope at the Mauna)
Kea Forest Reserve Proclamation June 1909) CERTIFICATE OF SERVICE
renamed Mauna Kea Science Reserve,)
Kaohe Mauka, Hamakua, Ahupua'a of)
Hamakua, Hawaiian Kingdom, reidentified)
as TAX MAP KEY (3)4-4-015:009)
)
)

The undersigned hereby certifies that the above referenced document was served upon the following parties by means indicated:

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by: Stephanie-Malia:Tabbada

Dated: August 22, 2016