

**CASE CONCERNING SOVEREIGNTY OVER PEDRA BRANCA/  
PULAU BATU PUTEH, MIDDLE ROCKS AND SOUTH LEDGE  
(MALAYSIA/SINGAPORE)**

**RESPONSE OF SINGAPORE TO THE QUESTION POSED BY  
JUDGE KEITH TO SINGAPORE ON 23 NOVEMBER 2007**

**Question**

What response, if any, does Singapore wish to make in reply to the submission made yesterday by the Attorney-General of Malaysia, expressly by reference to provisions of the Johor Agreement of 1948 and the Federation of Malaya Agreement of 1948, that the Acting State Secretary of Johor “was definitely not authorized” and did not have “the legal capacity to write the 1953 letter, or to renounce, disclaim, or confirm title of any part of the territories of Johor”?

**Response**

1. Singapore notes as a preliminary point that the submission of the Attorney-General of Malaysia is a new argument, presented for the very first time by Malaysia on 22 November 2007.
2. The Court will recall that Singapore’s Memorial expressly put the capacity of the Johor State Secretary into issue by asserting unequivocally that “[h]e had the power to make a disclaimer of title on behalf of Johor”.<sup>1</sup> In all three rounds of written pleadings, Malaysia did not dispute Singapore’s assertion that the Johor State Secretary had the power to make the disclaimer.
3. The first time that Malaysia referred to the capacity of the State Secretary in connection with the 1953 letter was in Sir Elihu Lauterpacht’s submission during Malaysia’s first round of oral presentation. Sir Elihu mentioned in passing that the State Secretary “lacked the capacity to dispose of

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<sup>1</sup> MS, p. 167, para. 8.15.

*Johor's territory*”,<sup>2</sup> which is a completely different argument from that advanced by Malaysia's Attorney-General in the second round. In its second round presentation, Singapore responded to Sir Elihu's argument by a reminder that it is not Singapore's case that the 1953 letter amounted to a *cession* of territory.<sup>3</sup>

4. The Malaysian Attorney-General's new argument is that the Johore Agreement of 1948 (“Johor Agreement”) and the Federation of Malaya Agreement of 1948 (“Federation Agreement”) somehow deprived the Johor State Secretary of the capacity to “write the 1953 letter or to renounce, disclaim or confirm title of any part of the territories of Johor”.

5. This very late change in Malaysia's position on the capacity of the Johor State Secretary must surely weigh heavily against the credibility and veracity of Malaysia's new argument. This new argument is no more than an attempt to muddy the waters over a very straightforward issue – that a high official of Johor gave an unequivocal, unconditional disclaimer of title to Pedra Branca, i.e., by informing Singapore officially that Johor did not claim ownership of Pedra Branca.

#### **Recapitulation of Malaysia's New Argument**

6. Malaysia's new argument is as follows:

(a) By the Johor Agreement and the Federation Agreement, Johor had no competence to deal with external affairs as it had transferred control over its external affairs to Britain.

(b) The Acting State Secretary of Johor “undertook himself” to write directly to Singapore in 1953, without the knowledge or consent of

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<sup>2</sup> CR 2007/24, 13 November 2007, p. 54, para. 63 (Lauterpacht).

<sup>3</sup> CR 2007/29, 20 November 2007, p. 46, para. 13 (Pellet).

the High Commissioner of the Federation (or his Chief Secretary).<sup>4</sup>  
The way the correspondence was conducted was “procedurally irregular and incorrect”.<sup>5</sup>

- (c) The Acting State Secretary of Johor “was definitely not authorized or had the legal capacity to write the 1953 letter, or to renounce, disclaim, or confirm title of any part of the territories of Johor”.<sup>6</sup>

### **The Johor State Secretary had the Capacity to Issue the 1953 Disclaimer**

7. The Malaysian Attorney-General’s argument is difficult to follow. While it is clear that the argument hinges on the transfer of control over external affairs by Johor to Britain, it is not clear from his argument how this would have deprived the Johor State Secretary of the authority or legal capacity to write the 1953 letter and/or to disclaim title *in the sense or the manner described in the Singapore pleadings*.

8. It is useful to begin by examining the difference between the terminology used by the Malaysian Attorney-General and the terminology used by Singapore. The Malaysian Attorney-General argues that the Johor State Secretary had no capacity to “renounce, disclaim or confirm title to any part of Johor’s territory”. But that has never been Singapore’s argument. Singapore has never argued that Johor renounced title to Pedra Branca for the simple reason that Johor had no title to Pedra Branca to renounce or abandon. As for confirmation of title, it is not Singapore’s argument that the Johor State Secretary confirmed Singapore’s title to territory. Singapore’s argument is simply that, by declaring that Johor did not claim Pedra Branca, the Johor State Secretary’s letter had the effect of confirming Singapore’s title to Pedra Branca and of confirming that Johor had no title, historic or otherwise, to the island.

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<sup>4</sup> CR 2007/30, 22 November 2007, p. 18, para. 23 (Gani Patail).

<sup>5</sup> *Ibid.*

<sup>6</sup> CR 2007/30, 22 November 2007, p. 18, para. 22 (Gani Patail).

As for the term "disclaimer of title", Singapore has explained in its Memorial that:

"8.16 It should be emphasised that it is not Singapore's case that Johor *abandoned* or *relinquished* title to Pedra Branca in 1953. Abandonment or relinquishment of title is possible only if there is a pre-existing title. What Johor did by her 1953 letter was not to renounce title (since she did not have title) or a "claim" to ownership, but rather to *pronounce* explicitly that Johor *did not have* a claim to ownership of Pedra Branca. It must also be emphasised that, in the context of Singapore's possession of the island and in the absence of any claim or interest by third States, Johor's disclaimer can only be regarded as an unequivocal recognition of Singapore's title."<sup>7</sup>

As will be explained later, neither the Johor Agreement nor the Federation Agreement precluded the Johor State Secretary from giving such a disclaimer.

9. In his submission, the Malaysian Attorney-General first referred to Clause 3(1) of the Johor Agreement which vested control of Johor's external affairs in the British Crown. The Malaysian Attorney-General then referred to Clause 3(2), under which Johor "*undertakes that, without the knowledge and consent of His Majesty's Government, he will not make any treaty, enter into any engagement, deal in or correspond on political matters with or send envoys to, any foreign State*".

10. Clearly, the phrase "foreign State" in the context of Clause 3(2) did not include Britain. It would be absurd to require Johor to seek Britain's permission to correspond with Britain itself. It follows that, as Singapore was a British colony in 1953, Clause 3 did not prohibit Johor from corresponding with Singapore. Very clearly, nothing turns on the Johor Agreement.

11. Next, the Malaysian Attorney-General referred to Clause 4 of the Federation Agreement which gave Britain control over the external affairs of

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<sup>7</sup> MS, p.167, para. 8.16.

the Federation. He also referred to the Second Schedule of the Federation Agreement, which set out "External Affairs" as a subject over which the Federation had legislative and executive authority. It is well known that the term "External Affairs" appearing in constitutions of the Commonwealth is imprecise in meaning and has been differently interpreted in different jurisdictions and at different periods of time. The Federation Agreement itself did not define the term "External Affairs", except by way of inclusion of three specific classes of matters as part of external affairs. Under the Federation Agreement, the power to interpret the agreement was vested exclusively in an Interpretation Tribunal set up under Clause 153 of the Federation Agreement.<sup>8</sup> The Interpretation Tribunal was convened only once during the nine years that the Federation Agreement was in operation (1948 – 1957)<sup>9</sup> and the term "External Affairs" did not come up for consideration on that occasion. In the circumstances, there was no authoritative interpretation of the term "External Affairs" in the Federation Agreement.

12. The Malaysian Attorney-General's argument therefore finds no support in authority. It is also not supported by actual official practice under the Federation Agreement. During the period when the Federation Agreement was in force, Johor officials continued to correspond routinely with their counterparts in Singapore on matters under their charge. Thus, the Johor State Secretary continued to correspond directly with the Singapore Government on matters concerning the supply of water to Singapore.<sup>10</sup> Similarly, the Chief Police Officer of Johor continued to correspond directly with his counterpart in Singapore on cooperative policing of the Johor Strait.<sup>11</sup> Other examples

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<sup>8</sup> Relevant extracts from the Federation Agreement are attached as Annex 1 to this Response.

<sup>9</sup> *Interpretation Tribunal, Federation of Malaya Agreement, 1948* [1950] Malayan Law Reports 35.

<sup>10</sup> Letter from State Secretary, Johor to President, City Council, Singapore dated 27 Nov 1952, attached as Annex 2 to this Response.

<sup>11</sup> Letter from the Singapore Deputy Commissioner of Police to the Chief Police Officer, Johor dated 2 July 1948 (SCM Annex 30) (also attached as Annex 3 to this Response for ease of reference).

include the Johor Harbour Master and the Johor Controller of Supplies.<sup>12</sup> Evidently, such direct communications between Johor officials and their Singapore counterparts were never regarded as an encroachment on the power of the Federation over "External Affairs".

13. By the same token, the 1953 letter did not encroach on the external affairs power of the Federation. By no stretch of the imagination can the 1953 letter be construed as an exercise of "executive authority" over "External Affairs". J. D. Higham (from the Singapore Colonial Secretary's office) did not write directly to the Johor State Secretary. He wrote to the British Adviser in Johor and copied his letter to the Chief Secretary of the Federation. Evidently, the Chief Secretary of the Federation did not think that Higham's letter encroached on matters of "External Affairs" over which he had exclusive authority. Otherwise, he would have intervened and assumed the responsibility for replying to Higham's letter.

14. The reaction of the British Adviser was equally telling. Contrary to Malaysia's argument, the Johor State Secretary did not "undert[ake] himself to issue the letter to J. D. Higham"<sup>13</sup>. It was the British Adviser who passed Higham's letter on to the Johor State Secretary. Clearly, the British Adviser did not think that the Johor State Secretary lacked the capacity to deal with Higham's inquiry. Similarly, the Johor State Secretary himself did not think that there was anything procedurally wrong about his responding to Higham. Finally, Higham referred the Johor State Secretary's response to the Singapore Attorney-General. Far from pointing out any supposed procedural irregularity, the Singapore Attorney-General agreed with Higham that, on the strength of Johor State Secretary's response, Pedra Branca may be claimed as Singapore territory.

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<sup>12</sup> Letter from Harbour Master, Johor to Fishery Officer, Singapore dated 3 Sep 1949 & Letter from Asst Controller of Supplies, Johor to Ag Deputy Director of Fisheries, Singapore dated 15 Oct 1953, attached as Annex 4 to this Response.

<sup>13</sup> CR 2007/30, 22 November 2007, p. 18, para. 23 (Gani Patail).

15. The entire process involved four senior British officials on the one side (Higham, the Chief Secretary of the Federation, the British Adviser in Johor and the Singapore Attorney-General) and the highest Johor official on the other side (the Acting State Secretary of Johor). Malaysia has produced no evidence that any one of them thought that Higham's inquiry should be handled by a different official or that the inquiry and response involved a breach of the Johor Agreement or the Federation Agreement. Given that the five persons involved in the correspondence were all high officials, the maxim *omnia praesumuntur rite esse acta* applies to the 1953 letter. The conduct of these officials speaks much louder than any *ex post facto* attempt by Malaysia today to interpret the 1953 letter as being inconsistent with the Johor Agreement or the Federation Agreement.

**The Johor State Secretary's 1953 Letter Remains Binding on Johor even if It Were Issued in a Manner Inconsistent with the Johor Agreement or Federation Agreement**

16. The foregoing discussion clearly establishes that the Johor State Secretary's 1953 letter was not issued in breach of the Johor Agreement or the Federation Agreement. However, even assuming for the sake of argument that the Malaysian Attorney-General is right in saying that the 1953 correspondence was "procedurally irregular and incorrect", Singapore's submission is that it would make no difference to the effect of the 1953 letter in international law.

17. The Malaysian Attorney-General's argument did not make clear whether he was relying on the Federation Agreement as a constitution in municipal law or as an international treaty between Britain and Johor. The Federation Agreement is a treaty between Britain and nine Malay States, including Johor. However, it may also be regarded as a constitutional document in municipal

law.<sup>14</sup> On either basis, the effect of the 1953 letter in international law remains unchanged.

*The Federation Agreement as Treaty*

18. Despite transferring control of its defence and external affairs to Britain, it is an undisputed fact that Johor was a sovereign State during the period 1948 to 1957, when the Federation Agreement was in force.<sup>15</sup> The sovereign status of Johor is clear from Clause 15 of the Johor Agreement and Clause 155 of the Federation Agreement. It was also confirmed by the decision of the Privy Council in 1952 in the case of *Sultan of Johor v Tunku Abubakar*.<sup>16</sup>

19. Since the Federation Agreement was a treaty between sovereign States, the Malaysian Attorney-General's argument amounts to an assertion that Johor had acted in breach of her treat(ies) with Britain. If indeed, such a breach had occurred, *quod non*, it would be up to the other treaty party to object to the breach. The facts show that Britain did not object to the "breach" but in fact adopted it – the Attorney-General of the British Colony of Singapore reacted by agreeing with Higham that "we can claim Pedra Branca as Singapore territory".<sup>17</sup> If indeed, Johor had committed such a breach, *quod non*, it was not open to Johor (or Malaysia as Johor's successor) to plead her own wrong, i.e., a breach of a treaty with Britain, against Britain to resile from the unequivocal, unconditional disclaimer which Johor had given to Singapore, a

<sup>14</sup> See Roberts-Wray, *Commonwealth and Colonial Law* (1966) which described the Federation Agreement as "the new Constitution" (p. 717). See also Allen, Stockwell & Wright (eds.), *A Collection of Treaties and Other Documents Affecting the States of Malaysia 1761-1963* (1981), which commented that the Federation Agreement was "more than an agreement. It was a formal constitution for the new Federation..." (p. 98).

<sup>15</sup> In his speech, the Malaysian Attorney-General noted that Singapore has stated in no uncertain terms that Johor was a sovereign State in 1953 and made no attempt to dispute Singapore's statement. (CR 2007/30, 22 November 2007, p. 14, para. 7).

<sup>16</sup> *Sultan of Johor v Tunku Abubakar* [1952] Appeal Cases 318 (Judgment of the Privy Council of 22 Apr 1952) (Malaysia has also referred to other British cases confirming Johor's sovereignty, such as *Mighell v Sultan of Johor* [1894] 1 QB 149.).

<sup>17</sup> Internal Memorandum from the Colonial Secretary, Singapore to the Attorney-General, Singapore, and reply, 1[2 sic] October 1953 (MM Annex 70).

British colony. As stated by the Permanent Court in its Advisory Opinion on *Jurisdiction of the Danzig Courts*:

“Poland could not avail herself of an objection which ... would amount to relying upon the non-fulfillment of an obligation imposed upon her by an international agreement.”<sup>18</sup>

*The Federation Agreement as a Municipal Constitution*

20. If the Federation Agreement were viewed as a municipal constitutional document then, following the decision in the *Eastern Greenland* case, it does not matter what municipal limitations there were on the powers of the Johor State Secretary, as long as it is established that the 1953 letter was “in regard to a question falling within his province”.<sup>19</sup> The Permanent Court in *Eastern Greenland* did not inquire into Norway’s argument that Norwegian constitutional law did not authorize the Foreign Minister to make the declaration. Instead, the Court focused on the character of the act in question and the functions of the official involved.

21. Given that Johor was a sovereign State between 1948 and 1957 with its own territory, it would certainly be within its competence to make inquiries into the extent of its territory. Indeed, Johor was in the best position to know the extent of its own territory. It was clearly within the province of the State Secretary to make and respond to inquiries on such matters. The 1949 State of Johor Annual Report described the Johor State Secretary as “the Government’s official spokesman”<sup>20</sup> and further recorded that:

“The State Secretary who is appointed by H. H. the Sultan is the Principal Officer in Charge of the Administration *of the Government*. Heads of State Departments, including District Officers and Administrative Officers, are directly responsible to the State Secretary

<sup>18</sup> *Jurisdiction of the Danzig Courts*, Advisory Opinion (1928) P.C.I.J. Reports, Ser. B. No. 15, at pp. 26-27.

<sup>19</sup> *Legal Status of Eastern Greenland Case* (Denmark v. Norway), Judgment (1933) P.C.I.J. Reports, Ser. A/B, No. 53, at p.71.

<sup>20</sup> *State of Johore Annual Report for 1949* (written by Dato Wan Idris bin Ibrahim, Ag. Mentri Besar [i.e., Chief Minister], Johore, printed by Government Printing Department, Johore), at p. 60, attached as Annex 5 to this Response.

for the proper conduct of *all matters* affecting their departments.”<sup>21</sup>  
[Emphasis added]

The Johor State Secretary was obviously in a better position than the Chief Secretary of the Federation to know the extent of Johor's territory and to give an answer in that respect. The British Adviser stated expressly that Higham's inquiry “*should, in the British Adviser's opinion, have been addressed*” to the Johor State Secretary.<sup>22</sup> Indeed, all five senior officials involved were of the view that the 1953 correspondence fell within the State Secretary's province.

### Conclusion

22. The Malaysian Attorney-General's argument concerning lack of capacity is devoid of merit and completely irrelevant. Singapore has shown that the writing of the 1953 letter did not contravene the Johor Agreement or the Federation Agreement. Certainly, the relevant officials at the time (both British and Johorean) did not think there was anything “procedurally irregular and incorrect” about the way the disclaimer came to be issued. But, as explained in paragraphs 16 to 21 above, even if the procedures followed by the Johor State Secretary were somehow inconsistent with the Johor Agreement or the Federation Agreement, that would not in any way diminish the effect of the 1953 letter in international law and its significance as an admission that Johor did not have title to Pedra Branca.

23. The 1953 letter is clear evidence that Johor did not have title to Pedra Branca. It was a solemn declaration by the highest official of the Johor Government given to the Colonial Secretary of Singapore, after he had made ample and extensive inquiries (he took three months to reply). He came to the conclusion that “*the Johore Government does not claim ownership of Pedra*

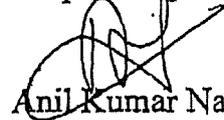
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<sup>21</sup> *Ibid* at p. 61.

<sup>22</sup> Letter from Turner J.D. (Secretary to the British Adviser, Johor) to the Colonial Secretary, Singapore, received on 18 June 1953 (MS Annex 95).

*Branca*". It was not a one-off mistake as Malaysia now very belatedly alleges without proof. This reply is consistent with all that has gone on before and after. It is consistent with Malaysia's inability to produce any evidence of a transmitted original title. It is consistent with the complete absence of any public assertion of sovereignty over Pedra Branca by Johor (and its successor, Malaysia) before 1979. It is consistent with the fact that neither Johor/Malaysia nor Britain/Singapore once mentioned any alleged "permission" granted by Johor during the 130-year period between 1847 and 1979. It is consistent with the series of official maps published by Malaysia attributing Pedra Branca to Singapore, and with the many other acts on the part of Malaysia recognizing Singapore's sovereignty over Pedra Branca. Malaysia cannot now attempt to disown the 1953 letter on the pretext of lack of authority and capacity on the part of the State Secretary of Johor.

Respectfully submitted,



Anil Kumar Nayar

Co-Agent of the Republic of Singapore

**Annex 1**

Federation of Malaya Agreement, 1948 (Extracts)

(Source: Complete Documents of Certain  
Annexes Contained in the  
Malaysian Memorial)

## THE FEDERATION OF MALAYA AGREEMENT, 1948.

AGREEMENT DATED the twenty-first day of January, 1948, AND MADE BETWEEN Sir GERARD EDWARD JAMES GENT, K.C.M.G., D.S.O., O.B.E., M.C., on behalf of HIS MAJESTY and His Highness IBRAHIM ibni Almarhum Sultan ABU BAKAR, D.K., S.P.M.J., G.C.M.G., K.B.E. (Mil.), G.B.E., G.C.O.C. (I), Sultan of the State and Territory of JOHORE, His Highness ABU BAKAR RI'AYATU'D-DIN AL-MUADZAM SHAH ibni Almarhum ALMU'TASIM BIL'LAH ABDULLAH, K.C.M.G., Sultan of the State of PAHANG, His Highness TUANKU ABDUL RAHMAN ibni Almarhum TUANKU MUHAMMAD, K.C.M.G., the Yang di-Pertuan Besar, and the Ruling Chiefs of the Territories which form the State known as the NEGRI SEMBILAN, His Highness HISAMUDDIN ALAM SHAH ibni Almarhum Sultan ALA-IDDIN SULAIMAN SHAH, K.C.M.G., Sultan of the State of SELANGOR, His Highness Paduka Sri Sultan ABDUL AZIZ ALMU'TASIM BIL'LAH SHAH, K.C.M.G., K.B.E., Sultan of the State of PERAK, His Highness TUNKU BADLISHAH ibni Almarhum Sultan ABDUL HAMID HALIMSHAH, K.C.M.G., K.B.E., Sultan of the State of KEDAH, His Highness SYED PUTRA ibni Almarhum SYED HASSAN JAMALULLAIL, the Raja of PERLIS, His Highness TENGKU IBRAHIM ibni Almarhum Sultan MOHAMED IV, D.E., S.P.M.K., S.J.M.K., C.M.G., Sultan of the State of KELANTAN, and His Highness Sultan ISMAIL ibni Almarhum Sultan ZAINAL ABIDIN, C.M.G., Sultan of the State of TRENGGANU for Themselves and Their Successors:

WHEREAS it has been represented to His Majesty that fresh arrangements should be made for the peace, order and good government of the Malay States of Johore, Pahang, Negri Sembilan, Selangor, Perak, Kedah, Perlis, Kelantan and Trengganu, the Settlement of Penang and the Settlement of Malacca:

AND WHEREAS His Majesty in token of the friendship He bears towards Their Highnesses, the subjects of Their Highnesses, and the inhabitants of the Malay States, is pleased to make fresh arrangements as aforesaid to take effect on such day as His Majesty may, by Order in Council, appoint (hereinafter called "the appointed day"):

AND WHEREAS His Majesty has accordingly entered into a fresh Agreement with each of Their Highnesses and in the case of Negri Sembilan with His Highness the Yang di-Pertuan Besar and the Ruling Chiefs (which Agreements are hereinafter referred to together as "the State Agreements") for the purpose of ensuring that power and jurisdiction shall be exercised by Their several Highnesses in their several States and it is in each of such Agreements provided that it shall come into operation on the appointed day:

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State or Settlement, shall, as from the appointed day, be deemed to have been entered into by or on behalf of the Federal Government or by or on behalf of the Government of the Malay State or Settlement as the case may be, and, to the extent that they remain unperformed, shall continue in full force and effect as if the Federal Government or the Government of the Malay State or Settlement, as the case may be, had been the contracting party.

(2) For the removal of doubts, the High Commissioner in Council, may, by Order, declare whether any particular contract or class of contracts referred to in sub-clause (1) of this clause shall be deemed to have been entered into by or on behalf of the Federal Government or by or on behalf of the Government of a Malay State or Settlement.

## PART XIV.

## MISCELLANEOUS.

148. In any case in which an oath is required by this Agreement to be taken, any person authorised by law to make an affirmation instead of taking an oath in legal proceedings may make an affirmation in like terms instead of the said oath.

Affirmation in lieu of oath.

149. (1) Any person who—

(a) having been appointed or elected a member of any Council constituted under this Agreement, but not having been, at the time of such appointment or election, qualified to be so appointed or elected shall sit or vote in such Council; or

Unqualified persons sitting or voting.

(b) shall sit or vote in such Council after his seat therein has become vacant or he has become disqualified from sitting or voting therein;

knowing, or having reasonable grounds for knowing that he was disqualified, or that his seat has become vacant, as the case may be, shall be liable to a penalty not exceeding two hundred dollars for every day upon which he so sits or votes.

(2) The said penalty shall be recoverable by action in the Supreme Court at the suit of the Attorney-General or the Legal Adviser in any State.

150. No Council constituted under this Agreement shall be disqualified from the transaction of business by reason of any vacancy among the Members, and any proceedings therein shall be valid notwithstanding that some person who was not entitled so to do sat or voted or otherwise took part in the proceedings.

Vacancies not to disqualify.

151. For the avoidance of doubts it is hereby declared that any law, Proclamation, rule or regulation made under this Agreement may be made to operate retrospectively to any date.

Retrospective effect of laws, rules and regulations.

152. All persons of whatsoever race in the same grade in the service of the Federal Government shall, subject to the terms and conditions of their employment, be treated impartially.

Impartial treatment.

153. (1) Except as otherwise provided in this Agreement or in any law to be made thereunder, the power to interpret this Agreement and every provision thereof shall be exclusively exercisable by the Interpretation Tribunal hereinafter mentioned

Interpretation of the Federation Agreement.

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whose decisions as to the meaning, interpretation, construction or effect of any such provision shall be binding upon the parties to this Agreement and upon all other persons and shall not be called in question in any Court.

(2) The Interpretation Tribunal shall consist of the Chief Justice or, if in any case he be unable to act, a Judge of the Supreme Court to be appointed by him, as Chairman, and two other Members, one to be appointed by the High Commissioner and one by Their Highnesses the Rulers as and when occasion shall arise. The said two other Members shall either be Judges of the Supreme Court or possess the qualifications required by law to be possessed by a Judge of the Supreme Court.

(3) If any question involving the meaning, interpretation, construction or effect of any of the provisions of this Agreement shall arise in the course of any proceedings in a Court, the Court shall (unless such question shall previously have been decided by the Interpretation Tribunal) refer such question for the decision of the Interpretation Tribunal and, upon receipt of such decision, shall proceed to determine the matter before it in accordance therewith.

(4) The decision of a majority of the Interpretation Tribunal upon every question referred to it under this clause shall be deemed to be a decision of the Tribunal and any decision of the Tribunal shall be in writing and shall be published in the *Gazette* and may be proved by production of the *Gazette*.

(5) The High Commissioner, with the assent of Their Highnesses the Rulers, may from time to time make amend and revoke rules regulating the procedure to be followed in referring and determining questions under this clause.

Power  
reserved to  
His Majesty.

154. Nothing in this Agreement shall affect the power of His Majesty or the Imperial Parliament to make laws from time to time relating to the defence or external affairs of the Federation, or shall affect His Majesty's sovereignty and jurisdiction in and over the Settlements.

Sovereignty  
and jurisdiction  
of Their  
Highnesses the  
Rulers.

155. Save as expressed herein, this Agreement shall not affect the sovereignty and jurisdiction of Their Highnesses the Rulers in their several States.

Languages of  
the Agree-  
ment.

156. This Agreement shall be expressed in both the English and the Malay languages; but, for purposes of interpretation, regard shall be had only to the English version.

IN WITNESS WHEREOF Sir Gerard Edward James Gent, K.C.M.G., D.S.O., O.B.E., M.C., has hereunto set his hand and seal on behalf of His Majesty; and Their Highnesses the Rulers above named and the Ruling Chiefs have hereunto set their hands and seals.

Done the 21st day of January, 1948, corresponding to the 10th day of Rabi-ul-Awal, 1367.

**Annex 2**

Letter from State Secretary, Johor to President, City Council, Singapore  
dated 27 Nov 1952

requested that the number be quoted in this letter.

No 46) in SSJ/CONF/8/48

115 of 2201 Br. 26  
2206 of 2201 Br. 24  
2201 of 22 25



STATE SECRETARY'S OFFICE,  
JOHORE,

JOHORE BAHRU, 27th November, 1952

C 3410 152  
Docy 10

The President,  
City Council,  
City Hall, Singapore.



Sir,

I am directed to refer to your correspondence K-11/48 in connection with the supply of water for the Singapore City Council and to suggest that a round table discussion be held between your representative and representatives of this Government on the Draft Agreement to be drawn in this matter on Wednesday December the 3rd 1952 in the Commissions' Waiting Room in the Government Offices Building, Johore Bahru, at 10.30 a.m. I shall be obliged if you will let me know if this suggestion is acceptable to you and also to inform me the name of your Council's representative.

C.W.E.

*M. Sifaka*

I am, Sir,  
Your obedient servant,

(ABDUL RAHMAN BIN MUSA)  
for STATE SECRETARY  
JOHORE

*Call to speak!*  
*4:20 28/11/52*  
*Handwritten notes and signatures*

**Annex 3**

**Letter from the Singapore Deputy Commissioner of Police to the  
Chief Police Officer, Johor dated 2 July 1948**

**(Source: SCM Annex 30)**

## MEMORANDUM

Restricted.From Deputy Commissioner of Police, Singapore.To Chief Police Officer, Johore, Johore Bahru.Date, 2nd July, 1948., 1948.

At a Meeting of the Defence Committee this morning it was decided to impose a Curfew on the Johore Straits between Singapore Island and the mainland, following the Johore-Singapore boundary line from Terawang to the West of Singapore Island to a point North of a line drawn between Changi Point and Penggarang. The Curfew is not yet in force.

2. This will enable us to fire on anyone moving at night and you may wish to impose a similar Curfew on your side of the Straits.

3. Colonel Little, O.C. Naval Base Police, has made enquiries as to whom such a Curfew would affect, and is of the opinion that it will only affect a few local fishermen and the owners of fishing stakes. There is one exception - there is considerable traffic up the Kota Tinggi river at night: motor boats with Johnstone's engines. If this is legitimate traffic at night, you may wish to leave your side of the boundary open at this point so as to allow this traffic to go through. If, on the other hand, there is no particular reason to allow this traffic to move at night, it would be to our advantage to keep Penggarang shut, as we regard it as the most dangerous part of the whole boundary.

4. I would welcome your re-action to our scheme as early as possible.

5. As the Naval Base Police cover the Johore Straits between the Causeway and Pulau Ubin most adequately, we have Police posts at Tanjung Ponggol and Serangoon Police Station, which posts remain open all night.

6. Thank you for your memo about the light on top of Johore buildings. Colonel Richardson, G.S.O I, Singapore District, will endeavour to get some Branch of the Army to use it to sweep both sides of the Straits. This will make the Johore waterfront look like a Hollywood premiere but it will give the public on both sides of the Causeway the feeling that something is being done.

*J. S. Mackay*  
J. S. Mackay  
D. C.

JSM/D :

**Annex 4**

Letter from Harbour Master, Johor to Fishery Officer, Singapore  
dated 3 Sep 1949 & Letter from Asst Controller of Supplies, Johor to  
Ag Deputy Director of Fisheries, Singapore dated 15 Oct 1953

No. (E) in Fish. Johore, 193/1949.

(D in P 19/49)

SEP 5 1949

Marine Department,  
Johore Bahru;

8

3rd September 1949.

The Fishery Officer,  
Fishery Department,  
SINGAPORE.

Sir,

Ref: No. (2) in Fish. 43/49.

I have to apologise for cancelling, at short notice, the arrangements to visit and inspect the site of Stake 65/L. This was unavoidable due to my presence being required at a meeting in the Johore State Secretariat on the same day notice of which reached me late the previous afternoon.

2. May I enquire whether the Fishery Inspector visited the site and what his report thereon is.

3. The former owner of this site have approached me again in this matter and I have advised him to make application to your Department for a new site as there appears to be no suitable site in Johore waters which is vacant.

I am,  
Sir,  
Your obedient servant,



(D. Stewart Charles)  
HARBOUR MASTER,  
JOHORE.

C.C. 1-1-  
The Director of Fisheries,  
Department of Marine,  
Singapore,  
SINGAPORE.

151  
37

Tel: 92464 J. B.  
Ref: (19) in AOS(J)CONF./17/52.

Office of the  
Asst: Controller of Supplies,  
Johore South, Johore Bahru.

15th October, 1953.

CONFIDENTIAL.

To:-

Mr. Tan Ah Kow,  
Ag. Deputy Director of Fisheries,  
Department of Commerce & Industry,  
SINGAPORE.

SUPPLY OF RATIONS TO FISHING STAKES.

Your letter Ref. No.D.C.I.(Fish).4652/53/150 of the 13th instant refers.

2. I can assure you that at no time was it agreed that fishermen would be allowed any heavy labour ration or that they would receive more than 5 kettles of rice per week, which is the overall ration in the State of Johore. Mr. Burdon did discuss this with me and I told him that we could not make any exception in the case of fishermen.

3. I am also sure that the Johore Bahru District War Executive Committee did not agree to this because they know they have not the power to do so.

*W. Brand*

National Heritage Board  
National Archives of Singapore  
1 Canning Rise  
Singapore 179868

ASST: CONTROLLER OF SUPPLIES,  
JOHORE SOUTH, JOHORE BAHRU.  
( W. BRAND ).

WB/ATCP.

**Annex 5**

Extracts from State of Johore Annual Report for 1949 (written by  
Dato Wan Idris bin Ibrahim, Acting Mentri Besar, Johore)

# State of Johore

## ANNUAL REPORT

FOR

1 9 4 9

BY

DATO WAN IDRIS BIN IBRAHIM,  
-AG. MENTRI BESAR,  
JOHORE.

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Printed at the Government Printing Department, Johore,  
by MARKOM BIN HJ, MD. SAJD, SUPERINTENDENT.

1950

If there is a difference of opinion between the Sultan and the General Adviser, it was agreed that the opinion of the State Council should be taken and communicated to the High Commissioner along with the views of the General Adviser.

Johore then also agreed to have European Judges, and to appoint European official members on its Executive Council; Malay and European officers were to be treated on terms of equality. European officers are seconded to the State from the Malayan Civil Service and the big joint departments of the Straits Settlements and Federated Malay States. Both Malay and English are official languages for use in the Courts.

Under the aforesaid constitution with its several Councils, administration was carried on by the Malay Mentri Besar or Prime Minister with the Malay State Secretary as the Government's official spokesman and a number of other Malay officials; policy and executive action being subject to the scrutiny and approval of the General Adviser who was assisted by various British officers, namely, Legal and Financial Advisers, Commissioners of Lands and Mines, Trade and Customs and Police, a Warden of Mines, a Principal Medical Officer, State Agricultural Officer, a Superintendent of Education, a Chief Surveyor and a Chief Electrical Engineer. All these heads of departments had, in turn, their assistants, European and Malay. There were a Malay Treasurer and a Malay Auditor, both with the Financial Commissioner to advise them. There were Malay State Commissioners in outlying districts, Malay District Officers, Collector of Land Revenue, Customs Officers, Inspectors of Police and so on.

The power of revising death sentences lay with the Sultan advised by his Executive Council. Land was held from the Sultan in Council.

The effect of the Malayan Union Order in Council 1946 creating the Malayan Union was to abrogate this old Constitution, by incorporating the State into the Malayan Union along the constitutional lines set out in a White Paper issued in 1946 by the British Government. The Senior Executive Officer in the State was to be known as the Resident Commissioner, and pending the working out of full details of the new Constitution all the former powers of the Sultan-in-Council and of the State Secretary were invested in him.

This new Constitutional Scheme aroused great opposition, particularly among the Malays who formed the United Malays National Organisation under the leadership of Dato Onn bin Ja'afar in 1946 to combat the scheme and to obtain the cancellation thereof by the British Government. As a result of protracted negotiations between representatives of the British Government, their Highnesses

the Rulers and the United Malays National Organisation a new agreed form of Constitution was drafted before the end of 1946, and published for public comment thereon. This new Constitution was to include the creation of a Federation of Malaya with each State forming an integral part of it while retaining its own individuality and sovereign status. The question of citizenship in the Federation—and who of the non-indigenous races should be entitled thereto—was also under active consideration at the end of 1946.

During the whole course of 1947 active work preparatory to the bringing in of the new Constitution was in hand; and by the end of the year all matters in Johore State relative thereto were completed and ready for the official change of administration, which took place on 1st February, 1948 when the Federation of Malaya was inaugurated.

His Highness the Sultan exercises the Executive Authority either directly or through State Officers in his name. A State Executive Council aids and advises His Highness as President in the exercise of the executive functions.

The Council of State of which the Mentri Besar, the Chief Minister and Senior Executive Officer of the State is the President is the legislative authority in the State. The Council may pass law on all subjects other than in respect of which the Federal Legislative Council has power to pass law.

The State Secretary who is appointed by H. H. the Sultan is the Principal Officer in Charge of the Administration of the Government. Heads of State Departments including District Officers and Administrative Officers, are directly responsible to the State Secretary for the proper conduct of all matters affecting their departments.

There are seven Administrative Districts in the State namely Muar (including Tangkak), Batu Pahat, Segamat, Kluang, Mersing, Kota Tinggi and Pontian. In each district there is a District Officer and an Administrative Officer who are assisted by several Assistant District Officers. The Penghulu of each Mukim in the district is again assisted by his assistants and a Mukim Committee of which he is the Chairman, consisting of the races residing in the Mukim. At the meeting of this Committee the rayats will attend and will have the opportunity to ventilate their views and grievances. Subjects covering various aspects in the Kampongs have been discussed and the more important ones which needed Government attention have been reported to the proper authorities.

Owing to ill-health H. H. the Sultan sailed for England on 29th May, 1949. In his absence H. H. the Tengku Mahkota, Johore was proclaimed Regent of Johore.