

THE COURT ROOM IS A BATTLE FIELD

"Until lions write books, history will always glorify the hunter."

— South Afrikan Proverb *

The recent media coverage concerning the particular terms of the sentencing agreement that i entered into with representatives of the State may leave some people wondering what all of that meant? i am sometimes hard on people who, in my estimation, have played themselves cheap. i loathe ignorance and i do not accept stupidity. For those of you who care, i feel that a clear explanation is due.

i've been complaining inceasingly that the State had illegally changed the theory or theories of the prosecution and the elements of, or ultimate facts necessary to prove the offense as originally stated in August 1981. i was advised by one of my defense attorneys that this issue was frivolous. Five (5) days before my third judge and jury sentencing trial was scheduled to begin on October 20th, 2008, the trial court judge said that he was going to deny my previously filed motion to dismiss death penalty based on improper amendment to original information.

i objected to the fact that my motion to dismiss death penalty was being subverted. For example, the death penalty proceedings initiated against me was a clear nullity because the illegal amendment of the facts and elements of the State's burden of proof substantially disadvantaged me because it increased my punishment, in gross violation of double jeopardy. Indiana Code Section 35-3.1-1-5(e)(Burns 1979)(Repealed in 1982), leaves no discretion in the trial judge in such matters.

* Azania is the real name of South Afrika.

Murder and felony-murder constitute the same offense, and one may not be twice punished for a single homicide. ** Without the death penalty on the table, i was initially facing a term between 30-to-60 years, to be served concurrently (together at the same time). After the judge revealed his intentions to deny my motion, the State offered to settle the case and dismiss their death penalty request if i agree to allow them to amend the charges. i felt pressured and coerced to sign the stipulated sentencing agreement because the Indiana Supreme Court forced me into this untenable position when they took back my dismissal of the case for fast and speedy trial violation handed up by Judge Steve David.

Therefor, i agreed to accept a sixty (60) year sentence for intentional murder in Count I. Then i agreed to accept a sentence of fourteen (14) years on the reduced (amended) charge of Robbery, a Class B Felony, in Count II. Both terms will be served consecutively (one after the other), for a total of 74-years.

i did not paint myself in a corner, however, because this agreement does not prevent me from raising any issue in federal court. The main point that i'm trying to highlight is this: Only when it served the ulterior interests of the State did they finally acknowledged that the charges could not have been legally amended without my explicit agreement. i also waived the right to appeal either directly or by filing a Petition for Post-Conviction Relief (PCR) in State Court.

This written agreement is not governed by criminal law on appeal because it was not a judicial determination. i did not plead to anything. i still maintain my innocence. This signed agreement is a binding contract between myself and the State. It is governed by contract law. All of my federal habeas corpus rights are preserved.

The struggle continues even after We have won!

Vita Wa-Watu!

Zolo Agona Azania

Zolo Agona Azania #4969

** There is no such charge in the State of Indiana as felony-murder. This is only legal slang used by judges, prosecutors and defense attorneys to abbreviate a charge when a murder was committed along with another felony.