

Cour fédérale



Federal Court

Date : 20160830

Dossier : T-927-16

Référence : 2016 CF 990

[TRADUCTION FRANÇAISE]

Toronto (Ontario), le 30 août 2016

En présence de monsieur le protonotaire Kevin R. Aalto

ENTRE :

**DWIGHT THOMPSON BEY
NICOLE THOMPSON BEY**

demandeurs

et

**SRIRAM H. IYER [SRIRAM H. IYER]
ET SON ÉPOUSE
BRYAN DEVRIES [BRYAN DEVRIES]
ET SON ÉPOUSE**

défendeurs

ORDONNANCE ET MOTIFS

[1] Le débiteur hypothécaire a manqué à son obligation. La banque du créancier hypothécaire (ICICI Bank) a eu recours à son pouvoir de vente. Un jugement de la Cour supérieure de justice de l'Ontario a été rendu quant à la propriété du bien grevé d'une hypothèque et au solde dû à l'égard de la dette hypothécaire. Les débiteurs hypothécaires, soit les

demandeurs (qui s'appellent Dwight Thompson et Nicole Thompson, mais qui utilisent maintenant les noms de Dwight Thompson Bey et Nicole Thompson Bey) font valoir qu'aucun document hypothécaire original n'a été produit pour appuyer la réalisation des droits hypothécaires. Ils font valoir que l'application régulière de la loi n'a pas été respectée lors de la réalisation des droits hypothécaires.

[2] Par conséquent, les demandeurs ont intenté trois actions devant la Cour : 1) dossier de la Cour n° T-954-16, action contre les avocats chargés de la réalisation des droits hypothécaires pour le compte d'ICICI Bank; 2) dossier de la Cour n° T-1040-16, action contre le juge de la Cour supérieure de justice de l'Ontario qui a rendu le jugement en faveur d'ICICI Bank; 3) dossier de la Cour n° T-927-16, action contre Sriram H. Iyer, président-directeur général d'ICICI Bank, et Bryan Devries, vice-président du service des prêts hypothécaires d'ICICI Bank.

[3] La première action a été radiée sans autorisation de la modifier aux termes d'une ordonnance de la Cour datée du 11 août 2016. En ce qui concerne la deuxième action, une requête en radiation au titre de l'article 369 a été présentée. La requête présentée à la Cour traite de la troisième action contre les représentants d'ICICI Bank. La requête vise l'obtention d'une ordonnance de radiation de la déclaration dans sa totalité sans autorisation de la modifier, de même qu'une ordonnance déclarant les demandeurs plaideurs quérulents afin de les empêcher d'intenter d'autres actions devant la Cour sans autorisation.

[4] Dans l'ordonnance datée du 11 août 2016 relative à l'affaire *Dwight Thompson Bey et al. v. Joseph Agueci et al.* (dossier de la Cour fédérale n° T-954-16), la Cour a noté que les demandeurs de ce type sont des plaideurs présentant « argumentation commerciale pseudojuridique organisée » par excellence, une expression inventée par le juge en chef adjoint Rooke de la Cour du Banc de la Reine de l'Alberta. L'ordonnance du 11 août 2016 contient le passage suivant :

[TRADUCTION]

En outre, ce type de litige dénué de sens porté devant la Cour par ce type de plaideur quérulent a été décrit de façon détaillée dans un long jugement du juge en chef adjoint Rooke de la Cour du Banc de la Reine de l'Alberta dans la décision *Meads v Meads*, 2012 ABQB 571. Dans ce jugement, le juge en chef adjoint Rooke qualifie ce type de plaideurs de plaideurs présentant une « argumentation commerciale pseudojuridique organisée » (« ACPO »). En l'espèce, les demandeurs correspondent parfaitement à cette catégorie.

[5] La situation est la même en l'espèce. Les demandeurs sont des plaideurs présentant une « ACPO ».

[6] En ce qui concerne la radiation de la déclaration, il est difficile de savoir par où commencer pour décrire l'absurdité des allégations et des causes d'action. Il suffit de dire que la déclaration repose essentiellement sur le fait qu'ICICI Bank n'a pas présenté de contrat hypothécaire signé aux demandeurs et qu'elle leur a envoyé des lettres sans affranchissement adéquat puisqu'elles ne portaient pas de timbres-poste. Cela a, d'une manière ou d'une autre, donné lieu à [TRADUCTION] « un défaut dans l'application régulière de la loi, provoquant ainsi une violation de la confiance et de l'honneur (sic) de la part de Sriram H. Iyer et de Bryan Devries, agissant pour le compte d'ICICI Bank Canada et de ses représentants désignés »

[affidavit des demandeurs, page 1]. Une requête en dommages-intérêts compensatoires de 1 750 000 \$ et en dommages-intérêts punitifs 750 000 \$ a été présentée à l'encontre de chacun des défendeurs et de leurs épouses. Rien n'explique pourquoi la mention [TRADUCTION] « et son épouse » a été ajoutée. La déclaration s'étend ensuite verbeusement sur la distinction entre [TRADUCTION] « citoyen à part entière » et [TRADUCTION] « citoyen de naissance ». En voici des exemples :

[TRADUCTION]

Je, (Nicole Thompson Bey, Dwight Thompson Bey), demande que la Cour fédérale fasse référence au présent requérant/demandeur (en l'occurrence moi-même) en tant qu'Américain d'origine maure (citoyen né dans le pays) et non en utilisant des termes comme NÈGRE (terme générique), PERSONNE NOIRE, PERSONNE DE COULEUR, AFRO-AMÉRICAIN ou tout autre TITRE D'ESCLAVE ou « nom de guerre » qui me sont imposés en raison de fausses déclarations ou d'autres actes de non-révélation qu'une société mal informée pourrait « croire » vrais.

Je, (Nicole Thompson Bey, Dwight Thompson Bey), ne renonce, sous aucune condition ou circonstance, par la menace, la contrainte ou la coercition, à aucun droit inaliénable ou garanti par la Constitution ou un traité et, par la présente, je demande à la Cour fédérale de remplir son obligation de préserver les droits du présent requérant (un Américain d'origine maure) et d'exercer sa fonction judiciaire de « bonne foi » en ordonnant que les défendeurs soient traduits devant les tribunaux pour répondre de leurs actes de nature criminelle et injuste.

[7] La déclaration contient ensuite des affirmations concernant la « République nationale maure », la mise en application de la constitution divine et des règlements administratifs du Moorish Science Temple of America et d'autres absurdités du même genre. Aucune des affirmations faites ne constitue, de quelque façon que ce soit, une cause d'action reconnue par le droit canadien. Une copie intégrale de la déclaration est jointe à l'annexe A afin de permettre aux

lecteurs de la présente décision de prendre toute la mesure de l'absurdité dont font preuve les plaideurs en présentant une ACPO qui encombre les tribunaux.

[8] Les litiges de ce type encombrant les tribunaux et nécessitent l'utilisation d'importantes ressources judiciaires : un registraire doit engager l'action; un autre agent du greffe doit inscrire l'action dans la base de données de la Cour; lorsqu'une requête en radiation est présentée, un employé du greffe doit déposer la requête et l'inscrire dans le système; un employé du greffe doit ensuite préparer la requête pour l'audience; une salle d'audience doit être réservée et des membres du personnel de la Cour doivent être désignés; l'officier de justice qui préside doit étudier les documents de la requête; la Cour doit être convoquée; puis une décision doit être rendue. Ces procédures nécessitent du temps et de l'argent, en plus du temps, des efforts et de l'argent que doivent engager les plaideurs concernés par ces poursuites insensées auxquelles ils doivent répondre.

[9] Les tribunaux ont le devoir de contrôler l'accès de ces types de plaideurs au système judiciaire. Indépendamment de la possibilité d'annuler ces poursuites vexatoires, les tribunaux peuvent accorder des indemnités complètes aux malheureux plaideurs qui font l'objet de ces poursuites. La présente poursuite est un excellent exemple de situation dans laquelle une indemnité complète devrait être accordée. Les observations formulées récemment par l'honorable juge Jamie Campbell de la Cour suprême de Nouvelle-Écosse dans l'arrêt *Cram c. Nova Veterinary Clinic Ltd.*, 2016 NSSC 18, sont pertinentes :

[TRADUCTION]

[11] L'accès à la justice est une question importante. Les tribunaux prennent de plus en plus conscience de l'importance de rendre le processus judiciaire plus facilement accessible au public en utilisant des formulaires et des procédures plus simples et plus conviviaux, ainsi que des documents rédigés en langage clair. Un plaideur ne peut accéder librement au système judiciaire si les objectifs qu'il poursuit ne sont aucunement liés à une cause d'action légitime et s'il ne vise qu'à nuire le plus possible aux autres parties en abusant du processus de façon éhontée. Les tribunaux ont pour objectif la résolution contrôlée et retenue des conflits juridiques. Ils ne sont pas à la disposition des plaideurs qui paralysent les procédures judiciaires dans le seul but d'infliger une peine maximale à leurs adversaires.

[...]

[51] Les tribunaux doivent demeurer ouverts aux personnes difficiles, récalcitrantes, désagréables, déraisonnables, insensées, irrationnelles, inefficaces et mesquines. Les recours de ces personnes ne se limitent pas à rédiger des blogues et à publier des billets sur des sites Web de nouvelles. Dans une certaine mesure, le système juridique peut devenir une tribune pour les personnes en colère. Toutefois, lorsqu'une personne en vient à utiliser de nombreux processus judiciaires comme moyen d'assouvir une vengeance contre un adversaire, le tribunal a le devoir de restreindre ses actions.

[10] Dans l'ensemble, la présente demande est dénuée de tout fondement. Elle est radiée en totalité sans autorisation de la modifier et une indemnisation complète est accordée aux défendeurs. Les demandeurs ont présenté une requête au titre de l'article 369 afin qu'un jugement par défaut ne soit rendu contre les défendeurs pour le motif qu'aucune défense n'a été présentée. De toute évidence, aucun jugement par défaut ne peut être rendu puisque l'action à l'égard de laquelle un jugement par défaut est demandé constitue un recours abusif au système judiciaire et est scandaleuse, futile et vexatoire.

[11] Les défendeurs ont sollicité une ordonnance, en vertu de l'article 40 de la *Loi sur les Cours fédérales*, déclarant les demandeurs plaideurs quérulents. Cet article de la *Loi sur les Cours fédérales* est libellé comme suit :

Poursuites vexatoires

40 (1) La Cour d'appel fédérale ou la Cour fédérale, selon le cas, peut, si elle est convaincue par suite d'une requête qu'une personne a de façon persistante introduit des instances vexatoires devant elle ou y a agi de façon vexatoire au cours d'une instance, lui interdire d'engager d'autres instances devant elle ou de continuer devant elle une instance déjà engagée, sauf avec son autorisation.

Procureur général du Canada

(2) La présentation de la requête visée au paragraphe (1) nécessite le consentement du procureur général du Canada, lequel a le droit d'être entendu à cette occasion de même que lors de toute contestation portant sur l'objet de la requête.

Vexatious proceedings

40 (1) If the Federal Court of Appeal or the Federal Court is satisfied, on application, that a person has persistently instituted vexatious proceedings or has conducted a proceeding in a vexatious manner, it may order that no further proceedings be instituted by the person in that court or that a proceeding previously instituted by the person in that court not be continued, except by leave of that court.

Attorney General of Canada

(2) An application under subsection (1) may be made only with the consent of the Attorney General of Canada, who is entitled to be heard on the application and on any application made under subsection (3).

Requête en levée de l'interdiction ou en autorisation

(3) Toute personne visée par une ordonnance rendue aux termes du paragraphe (1) peut, par requête au tribunal saisi de l'affaire, demander soit la levée de l'interdiction qui la frappe, soit l'autorisation d'engager ou de continuer une instance devant le tribunal.

Pouvoirs du tribunal

(4) Sur présentation de la requête prévue au paragraphe (3), le tribunal saisi de l'affaire peut, s'il est convaincu que l'instance que l'on cherche à engager ou à continuer ne constitue pas un abus de procédure et est fondée sur des motifs valables, autoriser son introduction ou sa continuation.

Décision définitive et sans appel

(5) La décision du tribunal rendue aux termes du paragraphe (4) est définitive et sans appel.

Application for rescission or leave to proceed

(3) A person against whom a court has made an order under subsection (1) may apply to the court for rescission of the order or for leave to institute or continue a proceeding.

Court may grant leave

(4) If an application is made to a court under subsection (3) for leave to institute or continue a proceeding, the court may grant leave if it is satisfied that the proceeding is not an abuse of process and that there are reasonable grounds for the proceeding.

No appeal

(5) A decision of the court under subsection (4) is final and is not subject to appeal.

[12] L'approche de la Cour et l'analyse des exigences à respecter pour qu'une ordonnance puisse être délivrée en vertu de l'article 40 ont récemment été abordées par madame la protonotaire Mandy Aylen dans la décision *Holmes v Canada*, 2016 FC 918. En l'espèce, les demandeurs présentent bon nombre des caractéristiques des plaideurs quérulents dont a fait mention madame la protonotaire Aylen dans la décision *Holmes*.

[13] Cependant, il convient de noter qu'aux termes du paragraphe 40(2), le procureur général du Canada doit consentir à la présentation d'une demande d'ordonnance à l'égard d'une instance vexatoire et qu'il a le droit d'être entendu à l'audience de cette requête. Malheureusement, la requête des défendeurs qui sollicitaient une ordonnance en matière d'instances vexatoires doit être rejetée puisque la condition énoncée au paragraphe 40(2) n'a pas été remplie. En revanche, si cette condition avait été remplie, il aurait été approprié qu'une telle ordonnance soit rendue étant donné que trois actions ont été intentées relativement à la réalisation des droits hypothécaires, actions qui ne relèvent pas de la compétence de la Cour. De plus, compte tenu de la multiplication des actions intentées par des plaideurs présentant une ACPO, ces ordonnances constituent, pour les tribunaux, une autre façon d'empêcher le recours abusif au système judiciaire.

ORDONNANCE

LA COUR ORDONNE ce qui suit :

1. La déclaration est, par les présentes, radiée sans autorisation de la modifier.

2. Les défendeurs ont droit à une indemnisation complète dont le montant sera fixé par la Cour. Les défendeurs doivent déposer leurs observations relatives aux dépens au plus tard le 9 septembre 2016. Les demandeurs peuvent déposer des observations complémentaires au plus tard le 23 septembre 2016.

« Kevin R. Aalto »

Protonotaire

ANNEXE A

T-927-160

STATEMENT OF CLAIM

Court File No.

FEDERAL COURT

ACTION

BETWEEN:

Dwight Thompson Bey, Nicole Thompson Bey

Plaintiffs

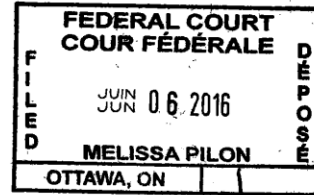
and

SRIRAM H. IYER [Sriram H. Iyer] and spouse

BRYAN DEVRIES [Bryan Devries] and spouse

Defendants

Action



STATEMENT OF CLAIM TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a solicitor acting for you are required to prepare a statement of defence in Form 171B prescribed by the Federal Courts Rules serve it on the plaintiff's solicitor or, where the plaintiff does not have a solicitor, serve it on the plaintiff, and file it, with proof of service, at a local office of this Court, WITHIN 30 DAYS after this statement of claim is served on you, if you are served within Canada.

If you are served in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period for serving and filing your statement of defence is sixty days.

Copies of the Federal Court Rules information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4238) or at any local office.

IF YOU FAIL TO DEFEND THIS PROCEEDING, judgment may be given against you in your absence and without further notice to you.

June 13, 2016

All Rights Reserved

Issued by: _____
(Registry Officer)

Address of local office:
Thomas D'Arcy McGee Building
90 Sparks Street, 5th floor
Ottawa, Ontario
K1A 0H9

TO:
SRIRAM H. IYER [Sriram H. Iyer] and spouse;
President & Chief Executive Officer
ICICI BANK CANADA
Don Valley Business Park, 150 Ferrand Drive, Suite 1200, Toronto, ON M3C 3E5

BRYAN DEVRIES [Bryan Devries] and spouse
Vice President, Mortgages
ICICI BANK CANADA
Don Valley Business Park, 150 Ferrand Drive, Suite 1200, Toronto, ON M3C 3E5

ICICI Bank Canada Employees; Agents; Officers; Contractors; Assignees, etc al.,
Don Valley Business Park, 150 Ferrand Drive, Suite 1200, Toronto, ON M3C 3E5

Claim

1 The plaintiff claims: *(State here the precise relief claimed.)*

I, (Nicole Thompson Bey, Dwight Thompson Bey), demand Due Process as protected by the Fourth (4th) and Fifth (5th) Amendments of the Constitution for the United States of America (Republic).

I, (Nicole Thompson Bey, Dwight Thompson Bey), demand this Federal Court stop these abuses of the colorable authority by the Defendants as it pertain to this Petitioner(s)/ Plaintiff(s).

I, (Nicole Thompson Bey, Dwight Thompson Bey), demand if any criminal charges be found, let them be placed upon the Defendants.

I, (Nicole Thompson Bey, Dwight Thompson Bey), demand this Federal court view this Petitioners / Plaintiffs (in my Proper Person) as a Moorish American National (Natural Born Citizen of the Land) and not as a (brand) NEGRO, BLACKMAN (person), COLORED, AFRICAN-AMERICAN, or any other SLAVE TITLE or 'nom de guerre' imposed upon me for misrepresentation 'Actions' or other acts of 'Misprision' that a misdirected society may "believe" to be true.

I, (Nicole Thompson Bey, Dwight Thompson Bey) do not, under any condition or circumstance, by threat, duress, or coercion, waive any rights Inalienable or Secured by the Constitution or Treaty, and, hereby requests the Federal Court to fulfill their obligation to preserve the rights of this Petitioner (A Moorish American) and carry out their Judicial Duty in 'Good Faith' by ordering Defendants to be brought before the Law to answer for their criminal and unjust actions.

All UNCONSTITUTIONAL 'Order' or 'Action' associated with it / them, to be dismissed and expunged for the record and cleared from the public record on its face and merits; or, otherwise, be brought before a legitimately - delegated, and competent 'Court of Law' of International jurisdiction / venue.

All Agents, State and Federal Officials, Contractors are to be informed of the Law of the Land (Constitution) and their obligation to uphold the same and to no longer be excused without action on the part of the Sheriff for violating the same. And to be made cognizance of the recompense of colorable actions on their part, by not adhering to the Law.

Any Respondent, Corporate or Natural, Party-Claimants; Involvements be found guilty in violation United States Republic Constitution, United States Code of Law, and in accord with the law is required by law to immediate recusal of his or her office.

Defendants ICICI CANADA BANK is being sued for \$1,750,000 for compensatory damages and \$750,000 for punitive damages in its official capacity. Payable in lawful money.

Defendants SRIRAM H. IYER [Sriram H. Iyer] and spouse are being sued for \$1,750,000 for compensatory damages and \$750,000 for punitive damages in its official capacity payable in lawful money.


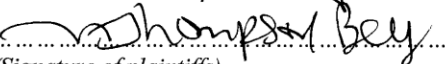
Defendants BRYAN DEVRIES [Bryan Devries] and spouse are being sued for \$1,750,000 for compensatory damages and \$750,000 for punitive damages in his official capacity payable in lawful money.

If necessary; Plaintiff demands for all issues to be decided by the Jury Demanded; If defendants move to dismiss this suit, Plaintiff demands that it be heard by the jury demanded, and only be dismissed if the Jury considers it lacks merit

(See attached set out each allegation of material fact relied on to substantiate the claim see.)

The plaintiff proposes that this action be tried at *Ottawa*

June 13, 2016


.....

.....
(Signature of plaintiffs)

*Dwight Thompson Bey
Nicole Thompson Bey
c/o 254 Flodden Way
Ottawa Ontario Territory
K2G 7E1 Canada
Phone: 613 240 5873
Fax: 613 699 7723*



THE MOORISH NATIONAL REPUBLIC
THE MOORISH DIVINE AND NATIONAL MOVEMENT OF THE WORLD
Aboriginal and Indigenous Natural Peoples of North America

**Action In The
 Federal Court {Ottawa Canada}**

Dwight Thompson Bey, Authorized Representative,
 Natural Person, In Propria Persona Sui Juris:
 Ex Relation: DWIGHT THOMPSON
 All Rights Reserved: U.C.C. 1-207/ 1-308; U.C.C. 1-103
 Not a Corporate Person or Entity, Misrepresented by Fraudulent Construct of ALL CAPITAL LETTERS
 Ontario Territory
 [c/o 254 Flodden Way]
 [Nepean, Ottawa [K2G 7E1]]
 Northwest Amexem

Nicole Thompson Bey, Authorized Representative,
 Natural Person, In Propria Persona Sui Juris:
 Ex Relation: NICOLE THOMPSON
 All Rights Reserved: U.C.C. 1-207/ 1-308; U.C.C. 1-103
 Not a Corporate Person or Entity, Misrepresented by Fraudulent Construct of ALL CAPITAL LETTERS
 Ontario Territory
 [c/o 254 Flodden Way]
 [Nepean, Ottawa [K2G 7E1]]
 Northwest Amexem

Petitioners / Plaintiffs

Dwight Thompson Bey, Nicole Thompson Bey, Petitioners, In Propria Persona, Sui Juris (not to be confused with Pro se) Aboriginal, Indigenous Moorish American National, Ontario Territory [C/O 254 Flodden Way, Near CORPORATE OTTAWA, ONTARIO K2G 7E1] Northwest Amexem.

v.

SRIRAM H. IYER [Sriram H. Iyer] and spouse;
President & Chief Executive Officer
ICICI BANK CANADA
 Don Valley Business Park, 150 Ferrand Drive, Suite 1200, Toronto, ON M3C 3E5

BRYAN DEVRIES [Bryan Devries] and spouse
Vice President, Mortgages
ICICI BANK CANADA
 Don Valley Business Park, 150 Ferrand Drive, Suite 1200, Toronto, ON M3C 3E5
 All ICICI Bank Canada Employees; Agents; Officers; Contractors; Assignees, etc al.,

Respondents / Defendants

Jurisdiction

This action containing complaints for declaratory relief and for damages, is brought against the defendants to secure due process of law, equal protection and other rights, privileges and immunities guaranteed to complainant by the Constitution / Treaty and laws of these United States Republic.



THE MOORISH NATIONAL REPUBLIC
 THE MOORISH DIVINE AND NATIONAL MOVEMENT OF THE WORLD
Aboriginal and Indigenous Natural Peoples of North America

Jurisdiction of this court is invoked under The Zodiac Constitution ©AA222141 / Library of Congress, Washington, District of Columbia, Constitution / Treaty and laws of the United States Republic as follows:

ZODIAC CONSTITUTION- ARTICLES I, II, III, IV

TREATY OF PEACE AND FRIENDSHIP (1787) (1836) - ARTICLE XX, XXI

UNITED STATES REPUBLIC CONSTITUTION- ARTICLE I – ARTICLE VII / AMENDMENTS I-X

ORIGINAL 13TH AMENDMENT –SECTIONS 1 - 20

UNITED NATIONS RIGHTS OF INDIGENOUS PEOPLES – ARTICLE 8 SECTION 2(A), 2(B),
 ARTICLE 22; ARTICLE 26; ARTICLE 28

UNITED NATIONS DECLARATION OF HUMAN RIGHTS, ARTICLE I, II, III, XV, XVII, XXV

TITLE 18 § 3,1001,1341,241,242,876,1581

TITLE 42 § 1983, 1985

CANADIAN BILL OF RIGHTS

THE BANKRUPTCY OF THE UNITED STATES – HJR 192

CLEARFIELD DOCTRINE

THE LAW OF VOID JUDGMENTS AND DECISIONS SUPREME COURT

THE ROYAL PROCLAMATION OF 1763

CANADIAN CHARTER OF RIGHTS AND FREEDOMS

Venue

Original Jurisdiction United States Supreme Court [Federal Court] Ottawa Canada

Plaintiff

Dwight Thompson Bey, Nicole Thompson Bey Natural Person, In Propria Persona Sui Juris (not to be confused with, nor substituted by, Pro Se by unauthorized hand of another). I am / we are Aboriginal Indigenous Moorish-American(s); possessing Free-hold by Inheritance and Primogeniture Status; standing Squarely Affirmed, aligned and bound to the Zodiac Constitution, with all due respect and honors given to the Constitution for the United States Republic, North America; Being a descendant of Moroccans and born in America; with the blood of the Ancient Moabites from the Land of Moab, who received permission from the Pharaohs of Egypt to settle and inhabit North-West Africa / North Gate. The Moors are the founders and are the true possessors of the present Moroccan Empire; with our Canaanite, Hittite and Amorite brethren, who sojourned from the land of Canaan, seeking new homes. Our dominion and inhabitation extended from Northeast and Southwest Africa, across the Great Atlantis, even unto the present North, South and Central America and the Adjoining Islands - bound squarely affirmed to THE TREATY OF PEACE AND FRIENDSHIP OF SEVENTEEN HUNDRED AND EIGHTY-SEVEN (1787) A.D. superseded by THE TREATY OF PEACE AND FRIENDSHIP OF EIGHTEEN HUNDRED and THIRTY-SIX (1836) A.D.

Between Morocco and the United States;

(<http://www.yale.edu/lawweb/avalon/diplomacy/barbary/bar1866t.htm> or at Bevines Law Book of Treaties) the same as displayed under Treaty Law, Obligations, Authority, as expressed in Article VI of the Constitution for the United States of America (Republic):

THE TREATY OF PEACE AND FRIENDSHIP OF 1836 A.D.

LOVE. TRUTH. PEACE. FREEDOM. JUSTICE

Documents of Aboriginal and Indigenous Natural Peoples of Northwest Amexem / North America – North Gate. M.D.N.M. Δ©



THE MOORISH NATIONAL REPUBLIC
 THE MOORISH DIVINE AND NATIONAL MOVEMENT OF THE WORLD
Aboriginal and Indigenous Natural Peoples of North America

Between Morocco and the United States

Article 20

"If any of the Citizens of the United States, or any Persons under their Protection, shall have any disputes with each other, the Consul shall decide between the Parties, and whenever the Consul shall require any Aid or Assistance from our Government, to enforce his decisions, it shall be immediately granted to him."

Article 21

"If any Citizen of the United States should kill or wound a Moor, or, on the contrary, if a Moor shall kill or wound a Citizen of the United States, the Law of the Country shall take place, and equal Justice shall be rendered, the Consul assisting at the Trial; and if any Delinquent shall make his escape, the Consul shall not be answerable for him in any manner whatever."

Defendants

SRIRAM H. IYER [Sriram H. Iyer] and spouse;
President & Chief Executive Officer
ICICI BANK CANADA
 Don Valley Business Park, 150 Ferrand Drive, Suite 1200, Toronto, ON M3C 3E5

BRYAN DEVRIES [Bryan Devries] and spouse
Vice President, Mortgages
ICICI BANK CANADA
 Don Valley Business Park, 150 Ferrand Drive, Suite 1200, Toronto, ON M3C 3E5
 ICICI Bank Canada Employees; Agents; Officers; Contractors; Assignees, etc. al.

Facts

In support of this petition we state for the record:

1. Un-signed Demand Letters Threatening our liberties and private property, dated October 29, November 16, December 7 and December 24th 2015 were received from defendants Sriram Iyer and Bryan Devries doing business as ICICI Bank Canada, referencing Collections Department, Mortgage Servicing Centre, Kitchener Ontario. The letters demanded finance without proof of Original signed contract and exhibited an inducement to fraud, their reference no. 8393974.1.
2. On November 27, 2015 & December 02 2015, threatening mail was left at the Plaintiff's mailing location from Natalie doing business as Veranova Properties Limited wanting to know if the property was occupied and indicated a 24 hour notice was requested by Mortgage Holders, Brian Carey doing business as MCAP Service Corporation. An Affidavit of Fact Writ in the Nature of Response and Request/Demand [certified mail no. 0102123001379566] and Writ in the Nature of Discovery [certified mail no. MJ062680453CA] was put forward to Senior Vice President Teresa Casella doing business as Veranova Properties Limited on November 28th & December 02nd 2015 from plaintiffs however there was no response. The writs demanded proof of original mortgage and promissory note attached to each other and never separated during the whole time of the dispensation of the claim that was being made and an answer to the 12 pertinent Discovery and Disclosure questions.
3. Letter dated December 14th 2015 & December 25th 2015, showing that a notice of default and default judgment was put forward to Teresa Casella doing business as Veranova Properties Limited from plaintiffs; no response received [Certified mail no; 0102123001379573 & MJ062679883CA].



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4. A Writ in the Nature of Response dated December 21st 2015 was put forward to Sriram Iyer and Bryan Devries doing business as ICICI Bank Canada from plaintiffs; demanding proof of bond and charter to do business and proof of Original Mortgage and Promissory note attached to each other and never separated, no response was received. [Certified mail no. 0102123001379566 & MJ062680453CA]
5. Writ in the Nature of Response was put forward to Sriram Iyer and Bryan Devries doing business as ICICI Bank Canada from plaintiffs on December 31st 2015; demanding proof of Bond and Charter to do business and proof of Original Mortgage and Promissory note attached to each other, and never separated, no response received. [Certified mail no; 0102123001379573 & MJ062679883CA].
6. Demand claim letter dated December 31st 2015 was received from Joseph Agueci doing business as Agueci Calabretta [5700 Yonge Street, Suite 1110 Toronto, Ontario M2M 4K2], acting on defendant's behalf Sriram Iyer and Bryan Devries doing business as ICICI Bank Canada was received by plaintiffs. The threatening letter demanded an extortion payment or else our private property would be taken away. They also wanted the plaintiff's private property (signature) on a pre-authorized debit agreement form listed under a corporation named MCAP Service Corporation to whom the letter was also copied.
7. On January 4th 2016 threatening mail was left at the plaintiffs mailing location from Apple Property Management Inc. wanting to know if the property was occupied, and indicated a 24 hour notice was requested by Mortgage Holders. This is our Ancestral Estate by inheritance why would it not be occupied.
8. Letter dated January 7th 2016, was put forward to the attention of Joseph Agueci doing business as Agueci & Calabretta, defendants representative, in the form of an Affidavit of Fact Writ in the Nature of Response and Request/Demand and Fiduciary Request and Reconveyance by plaintiffs. The letters referenced the Pope's Motu Propria, advising foreign corporations to stand down. It also indicated that our Estate was not abandoned and request settlement and removal from the City of Ottawa, records of any Notice of Default And Election To Sell Under Deed Of Trust, an Adjustment to this Account and Closure of Escrow. Letters went unanswered.
9. A letter dated January 11th 2016, was sent in the form of a Notice of Default Judgment to Teresa Casella doing business as Veranova Properties Limited from plaintiffs, for failing to address the requested demands per writs. [Certified mail no; 0102123001379603 & MJ062680453CA].
10. A letter again was addressed to James Butson doing business as Agueci and Calabretta, representing the defendants, was sent in reply to their mailing dated January 8th 2016, threatening the plaintiffs liberties, in wanting to enforce mortgage proceedings. The letter from plaintiffs again demanded Proof of Original Mortgage and Promissory Note attached and never separated during the time of the dispensation of the claim that was being made for the loan.
11. January 19th 2016 the defendant's representative's hand delivered two Statements of Claim to the plaintiff's domicile. The claim was for property, payment for debt and costs of action, no contract that moved the Ontario Superior Court of Justice was produced.
12. January 20th 2016, four Notices of Intention to Enforce Security and Notice of Sale under mortgage, mailings were sent via registered mails to plaintiffs and spouses of plaintiffs domicile.



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13. January 22nd 2016, two additional Statements of Claim was again addressed to the plaintiffs mailing location by the defendant's representative, under a corporation by the name of HTAPS Inc. These were grievous attempts to intimidate, and threaten our liberties and cause un-due duress and coercion on plaintiffs.

14. January 25th 2016 plaintiffs put forward a Writ in the Nature of Discovery and Disclosure demanding Evidence as stipulated by Law from the defendant's representative; for personal examination with consul, no response was given. Inquiries were as follow:

- i. ICICI CANADA Bank, through its Representatives or Assigns, was 'Requested' to Disclose and to produce the 'Original Promissory Note' being Lawful, Legible and Verifiable proof of Evidence (exposing the front and the back) and marked with the Account Number, 008393974.1, with the clear signatures of the Lender(s) and all the evidence associated with the Original Loan, Loan indicating the exchange of Substance or Specie alleged to have been issued from your ICICI CANADA Bank / Agency Representatives or Persons and given to the Borrower (Dwight and Nicole Thompson Bey).
- ii. ICICI CANADA Bank, through its Representatives or Assigns, was 'Requested' to produce any and all 'Allonge' or Riders; any 'Bills of Exchange'; and any other 'Promissory Note(s)' (exposing the front(s) and the back(s) complete with any 'Affixations' or 'Allocations' attached to, or associated with, the Borrower's 'Original Promissory Note' and used for 'Endorsements'.
- iii. ICICI CANADA Bank, through its Representatives or Assigns, was 'Requested' to produce and disclose all Bookkeeping Journal Entries associated with the alleged Loan given to the Borrower (Dwight and Nicole Thompson Bey). Include all the complete names, the addresses, the locations, and the business contacts of all the acting Trustee(s), Feoffers and / or the affirmed Surety Holders.
- iv. ICICI CANADA Bank, through its Representatives or Assigns, is hereby 'Requested' to produce, disclose and reveal the 'Deed of Trust' associated with the Original Loan and to reveal and disclose all other Notes related in any other way to the Borrower (Dwight and Nicole Thompson Bey).
- v. ICICI CANADA Bank, through its Representatives or Assigns, was 'Requested' to produce Evidence of the 'Insurance Policy' that was constructed, associated with, or put in place on, or against, the Borrower's 'Promissory Note' and associated with the Loan bearing the Account Number 008393974.
- vi. ICICI CANADA Bank, through its Representatives or Assigns, was 'Requested' to produce all 'Call Reports' and any other related 'Notes' or instruments made or constructed for the entire period covering the Loan.
- vii. ICICI CANADA Bank, through its Representatives or Assigns, was 'Requested' to produce the documented evidence of the original 'Deposit Slip' issued for the Deposit of the Borrower's 'Promissory Note' and associated with the Loan.
- viii. ICICI CANADA Bank, through its Representatives or Assigns, was 'Requested' to produce the 'Original Order' authorizing the withdrawal of Funds from the Borrower's 'Promissory Note' Deposit Account.
- ix. ICICI CANADA Bank, through its Representatives or Assigns was 'Requested' to produce the 'Account Number' and the Source from which the money came to 'Fund' the original 'Cheque' given to the Borrower'.
- x. ICICI CANADA Bank through its Representatives or Assigns was 'Requested' to produce 'Verification' evidence, and proof that the Borrower's 'Promissory Note' was a 'Gift' to the 'Lender' from the Borrower; and that the same was disclosed to the Borrower (Dwight and Nicole Thompson Bey).



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- xi. ICICI CANADA Bank through its Representatives or Assigns was 'Requested' to produce the full and complete 'Name(s)' and the 'Address(s)' of the current 'Holder(s)' of the Borrower's 'Promissory Note' associated with the alleged Loan.
- xii. ICICI CANADA Bank through its Representatives or Assigns was 'Requested' to produce and disclose the full and complete 'Name(s)' and the 'Address(s)' of the 'Lender's CPA and 'Auditor'; or any other Holder or Record - Keeper for the entire period covering the Execution of the Mortgage or Loan. Defendants and or its Assigns failed to answer the same.

15. On February 05 2016, plaintiffs put forward to the defendants representative, an Intention to Defend and Affidavit of Service, receipt no.51547400

16. February 6th 2016 a Notice of Default was put forward to the defendants; February 16th, a Second Notice of Default was sent to defendant's representative, for failing to provide answers and or rebuttal to Discovery and Disclosure writ. [Certified mail no. 0056413001345114].

17. On February 13th 2016, a Certificate of Service was sent to the defendant's representative advising that plaintiffs Statement of Defense was filed with the Ontario Superior Court of Justice; [Certified mail no 0102123001422279 and court receipt no.51564499].

18. February 15th 2016, an Averment of Jurisdiction –Quo Warranto was put forward to the attention of the magistrate/judge; local registrar, adjudicating the matter demanding written Proof of Delegation of Authority Order, written proof of Bond of Indemnity and Oath of Office. The demand was not answered and a Default Judgment was rendered, February 28th 2016, against the Ontario Superior Court of Justice. [Certified mail no: 0102852000996053].

19. February 2016, a notice was put forward to the attention of the presiding magistrate/judge; local registrar/clerk advising of special appearance, reserving all inalienable and substantive rights and does not waive any rights.

20. Letter dated February 19th, was sent to plaintiffs by defendant's representative James Butson doing business as Agueci & Calabretta, threatening our liberties preserved and secured by the Bill of Rights and all applicable laws, by alluding to forcing us from our private property. They were proceeding with a motion to the court for a judgment and order for possession of Our Private Property / Estate.

21. Motion Record and Statement dated March 01 2016 was sent to plaintiffs by defendant's representative James Butson doing business as Agueci & Calabretta regarding court date that was scheduled for April 15, 2016.

22. On April 15, 2016, plaintiffs made a special appearance in reference to the case. The proceedings started shortly after 10:00am. Status was established for the record and dismissal demanded, on the basis that defendants failed to produce the Original Contract that moved the court to look at the matter, and Lawful Due Process not honored. Magistrate Kershman failed to acknowledge the plaintiffs request for proof from defendants of the original contract. Magistrate Kershman was commanded to produce his Delegation of Authority Order to adjudicate the matter; produce his Bond of Indemnity, Oath of Office and Charter to do business in Morocco. The meeting was recessed for approximately half an hour then restarted. Magistrate Kershman requested defendants move forward into subject matter however plaintiffs objected on the basis that Lawful Due Process was not followed. A second recess was again instigated.



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23. Matter finally re-started around 3:30 pm, where the plaintiffs again repeated the request from earlier Lawful Due Process was not honored; to provide proof of Original Contract in question that moved the court, and magistrate's proof of DOAO, Oath of Office, and Bond of Indemnity. Plaintiffs were threatened by the magistrate to be removed by the corporate police that was sitting at the back in an attempt to intimidate us if we continued asking pertinent questions. Later we were both escorted from the room under threat, duress and coercion and sometime later were asked to return. The points were again repeated however magistrate Kershman responded by asking the defendant's representative to state claim. Plaintiffs objected and AGAIN repeated the issues and points that needed to be addressed. The magistrate repeated the action of requesting policy enforcement to escort plaintiffs from the meeting room. Defendant's representative and Magistrate being members of the BAR conspired against plaintiffs and formulated judgment against them in their absence.

24. April 21st 2016 Appledale Property Management defendant's representative hand delivered to the plaintiff's mailing location a notice that advised that plaintiff's personal property 'locks' would be changed within 48 hours if we did not advise them whether or not the property was occupied. Friday April 22nd 2016 Appledale Property Management defendant's representative again hand delivered another notice to the plaintiff's mailing location that requested 24 hour notice with the date April 19th 2016 assigned. All these occurrences were vexatious acts of intimidation; an inducement to FRAUD and a grievous violation of Amendment IV of the Bill of Rights; the right of the people to be secure in their persons, houses, papers and effects, against unreasonable searches and seizures, shall not be violated.

25. April 23rd 2016 plaintiff served defendants representative James Butson and Joseph Agueci doing business as Agueci and Calabretta with intent to appeal the matter before the Court of Appeal for Ontario. April 26th 2016 plaintiff forwarded to Court of Appeal for Ontario via Canada Post Registered mail intent to defend, and the courts fee for filing case no: C62071.

26. Letter dated April 27th 2016 was received from defendants representative James Butson and Joseph Agueci doing business as Agueci and Calabretta, demanding possession of plaintiff's private property also stating that a request was being made to the sheriff's office in favor of a writ for procession. An affidavit of Fact Writ of Review was put forward by plaintiffs dated May 6th 2016 to defendant's representative James Butson which expressed the defendant's ongoing demonstration of components to INDUCEMENT TO FRAUD, COLLUSION and EXTORTION. Defendant's representatives were COMMANDED for all of the parties involved in this exchange to CEASE and DESIST these attacks IMMEDIATELY as they were attempting to force us plaintiffs out of our Private PROPERTY, so that they can document that we have "abandoned" our estate; which was blatant HARASSMENT.

27. May 6th 2016 a request was put forward to the Court of Appeal for Ontario to issue a stay of proceeding from the Order of the Ontario Superior Court of Justice. Plaintiff was informed on May 25th 2016 and May 26th 2016 A.D. by Sandra Theroulde doing business as Court of Appeal for Ontario that the Stay could not be processed because of the dollar value indicated on the Order; Money Proceeding Stays could only be done up to \$10,000.00. Also, Plaintiffs were informed that this message was already relayed to our representative... We were not aware of another consul that was representing us, it was already documented for the record that we were self represented.

Upon reviewing the Rules of the Civil Procedure and the Court of Justice Act it stated nothing regarding Money Values and Staying of an Order;(63). When clarification was requested re [the specific rules that indicate the same] Plaintiffs was told that the Stay could not be processed based on the ruling: [FONTAINE V. CANADA]; **this matter had no bearing**. When plaintiffs



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insisted that the Stay be filed because jurisdiction and subject matter had no relevance, Ms. Theroulde subsequently terminated the conversation. May 26th Ms. Theroule contact plaintiffs to clarify the previous day's conversation; where she indicated that Order #1 and #3 could be processed however not # 2 which had to be completed before a judge; to which she would send a letter via Canada Post to reflect the same. Quite a change from the previous day's discussion. [Exhibit attached].

28. May 20th, 2016 Appeal documents and reports were sent to defendant's representatives James Butson and Joseph Agueci doing business as Agueci and Calabretta. May 21st 2016, the documents, reports and proof of service along with the filing fee were submitted to the Court of Appeal for Ontario by plaintiffs [money order # 76493952 sent May 21st 2016 and signed for May 25th 2016 by Marina P doing business as Court of Appeal for Ontario, Canada post confirmation # 0102123001454980].

29. May 26th 2016 A.D. Ms. Amina Shaw doing business as the Court of Appeal for Ontario contacted the plaintiff domicile indicating that Schedule A was not included in Appellant's Factum report and was required; and the need for the Appeal Book and Compendium to be revised to reflect Amended Notice of Intent to Defend and the need for two additional Schedule B booklets. The discrepancies were addressed and returned to defendant's representatives James Butson and Joseph Agueci doing business as Agueci and Calabretta on May 31st 2016 by plaintiff. On June 01st 2016 the documents were also sent to the Court of Appeal for Ontario via registered Canada post mail.

30. Amina Shaw doing business as Court of Appeal for Ontario, contacted plaintiff s domicile on June 7th, 2016 A.D. The message indicated that no Fee \$201.00 was sent [see above Canada Post confirmation reference no] with the documents for filing the appeal and plaintiff did not provide a Certificate of Perfection. All were addressed and returned June 1st 2016 A.D. Canada post confirmation receipt # 0056707001411857. Package was delivered and signed for on June 03 2016 A.D., by Marina P doing business as Court of Appeal for Ontario. Enclosed in the package were 3 Schedule B Book of Statues, Regulations, And Laws; 3 Appellant's Factum Reports; and 3 Appeal Book and Compendiums. Each Appeal Book and Compendium contained 3 separate CERTIFICATE OF PERFECTION SIGNATURES as indicated in the index of the Appeal Book and Compendium; Tab No; G, page 27.

Given that the defendants and their agents and assigned, along with the Court of appeal for Ontario appear to all be conspiring to abridge the rights and freedom of the plaintiffs; and again appear to have no intention of allowing justice to be rendered; Plaintiffs are left with no choice but to seek remedy in a jurisdiction that will protect the rights and see that justice is rendered equitable.

Legal Claims

Since the 12 Jurymen of the 50 Union States Magna Charters document of Albion (European; erroneously called White) Supremacy and the nine judges of their Supreme Court were founded upon our Moorish Zodiac 12 signs, Mathematical Constitution, the lawmakers have no jurisdiction over the Free Moors, the Beys and Els, in the inherited land of the Moorish Nation, namely: United States for America, Canada, central and South America.

The Moorish American Nationality and their sir names, Bey and Els, are their inherited birthrights without a legal due process of the lawmakers of the Union Society, United States of America what our Moorish forefathers were, we are today without a doubt or contradiction, namely, Moorish! **The Zodiac Constitution Article II**



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The Moors, referred to as Negroes, definitely can never become members and citizens of the Union Society of the 48 States. Therefore they cannot be forced or drafted into the Union, U.S.A Army or Military service to fight for the Magna Charta Code of the White supremacy against themselves. The lawmakers of the 48 States Union order cannot force the Moors, the Beys and Els, to pay taxes because taxation without representation is a supreme violation of the Moorish Zodiac Constitution birthrights of Islam. When the Union lawmakers denounce their immoral Magna Charta Code, and resort to the Moorish Zodiac Constitution, the Moors are compelled to pay taxes because every one of the Nation will be equally represented by it. **The Zodiac Constitution Article III**

Every lawmaker, the heads of industry and business enterprise of the 50 states Union Order, are obligated members and citizens of the Magna Charts Christian Church and Temple system of Christ the King of the Jews, meaning; jury over the wealth and culture of the living Moorish nation of North America. Therefore, by the Moorish Zodiac Constitution, the Moors, the Beys and Els, **can demand** adequate employment, food, clothing, shelter, medical care, equal rights, respect and protection from mob violence, rape and injustices, otherwise without being obligated to the union church and religious system of the order Christ, the "White" son idol God. **The Zodiac Constitution Article IV**

Lawful Due Process not honoured under the Rules of Discovery and Disclosure. Defendants have failed to present Evidence Original or Certified and Verified Official Copies of the Original Loan – Related Documents as stipulated by Law; that moved the Court. Due Process of Law is a Constitutional Guarantee that prevents governments from impacting citizens in an abusive way. Due Process includes both procedural standards that courts must uphold in order to protect peoples' personal liberty and a range of liberty interests that statutes and regulations must not infringe. This trial commenced around 10:00 am however we were asked to leave the court room on three occasions; because we questioned Lawful Due Process. "Due Process of Law implies the right of the person affected thereby to be present before the tribunal which pronounces judgment upon the question of life liberty, or property, in its most comprehensive sense; to be heard, by testimony or otherwise, and to have the right of controverting, by proof, every material fact which bears on the question of right in the matter involved." "If any question of fact or liability be conclusively presumed against him, this is not Due Process of Law. Zeigler v. Railroad Co., 58 Ala. 599." Black's Law Dictionary, third edition

Discovery The ascertainment of that which was previously unknown; the disclosure or coming to light of what was previously hidden; the acquisition of notice or knowledge of giving acts or facts; as, in regard to the "discovery;" of fraud affecting the running of the statute of limitations, or the granting of a new trial for newly "discovered" evidence. Francis v. Wallace, 77 Iowa, 373, 42 N. W. 323. Black's Law Dictionary, third edition.

The disclosure by the defendant of facts, titles, documents, or other things which are in his exclusive knowledge or possession, and which are necessary to the party seeking the discovery as a part of a cause or action pending or to be brought in another court, or as evidence of his rights or title in such proceeding. Tucker v. U. S., 151 U. S. 164, 14 S. Ct. 299, 38 L. Ed. 112. Black's Law Dictionary, third edition.

Contract is a promissory agreement between two or more persons that creates, modifies, or destroys a legal relation. An agreement, upon sufficient consideration, to do or not do a particular thing; The obligation of a contract is found in the terms in which the contract is expressed, and is the duty thus assumed by the contracting parties respectively to perform the



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stipulations of such contract. When that duty is recognized and enforced by the municipal law, it is one of perfect, and when not so recognized, and enforced, of imperfect, obligation. Black's Law Dictionary, third edition.

Original. Primitive; first in order; bearing its own authority and not deriving authority from an outside source; as original jurisdiction, original writ etc. As applied to documents, the original is the first copy or archetype; that from which another instrument is transcribed, copied, or imitated. Black's Law Dictionary, third edition.

Evidence. Any species of proof, or probative matter, legally presented at the trial of an issue by the act of the parties and through the medium of witnesses, records, documents, concrete objects, etc., For the purpose of inducing belief in the minds of the court or jury as to their contention. Hotchkiss v. Newton, 10 Ga. 567. That which is legally submitted to a jury, to enable them to decide upon the questions in dispute or issue, as pointed out by the pleadings, and distinguished from all comment and argument. That which tends to prove or disprove any matter in question, or to influence the belief respecting it. Belief is produced by the consideration of something presented to the mind. That which demonstrates, makes clear, or ascertains the truth of the very fact or point in issue, either on the one side or the other. Leonard v. State, 100 Ohio St. 456, 127 N. E. 464, 466. Black's Law Dictionary, third edition.

Recognition of existing Aboriginal and Treaty Rights: Charter of Rights and Freedom [Article 35, Section (1), (2) and (3)]

EX-Parte Decision rendered after Forced; Escorted Removal of plaintiffs from courtroom by Corporate Security Employee, under the direction of magistrate S. Kershman. "It is a fundamental doctrine of law that a party to be affected by a personal judgment must have his day in court, and an opportunity to be heard." Renaud v. Abbott, 116 US 277, 29 L Ed 629, 6 S Ct 1194. EX PARTE. On one side only; by or for one party; done for, in behalf of, or on the application of, one party only. A judicial proceeding, order, injunction, etc., is said to be ex-parte when it is taken or granted at the instance, and for the benefit of one party only, and without notice to, or contestation by, any person adversely interested. State vs. Cox, 87 Ohio St. 313, 101 N. E. 135, 138. In its primary sense, ex-parte, is applied to an application in a judicial proceeding, means that it is made by a person who is not a party to the proceeding, but who has an interest in the matter which entitles him to make the application. In its more usual sense, ex-parte means that an application is made by one party to a proceeding in the absence of the other. Thus, an ex-parte injunction is one granted without the opposite party having had notice of the application. It would not be called "ex-parte" if he had proper notice of it, and chose not to appear to oppose it. Black's Law Dictionary, third edition.

We fail to see how Due Process of Law was being exercised in this process when the affected party to the matter at hand was not in the room to defend themselves or to hear the judgment being rendered against them. Per the 5th Amendment of the Bill of Rights and the United Nations Declaration of Human Rights No person shall be nor be deprived of life, liberty, or property, without Due Process of Law; nor shall private property be taken for public use, without just compensation. Since the matter before the court was a civil matter what business does a corporate police have in the room; was this for intimidation; unlawful coercion, duress; putting fear in our hearts and minds. Every person commits a misdemeanor, punishable with a fine or imprisonment, who wrongfully uses violence to or intimidates any other person, or his wife or children, with view to compel him to abstain from doing, or to do, any act which he has a legal right to do, or abstain from doing. [Amendment V Bill of Rights]



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We were treated like common criminals for wanting to defend our private property; for wanting answers to lawful questions and documents that were put forth to the court and defendants; which was never addressed, this is un-constitutional and a denial of rights and liberties preserved under The Rights of Indigenous People [Articles 1-5,], The Constitution for the United States Republic, The Bill of Rights [Part I Section 1, (a) 2, (e)] and The Canadian Charter of Rights and Freedom, Universal Declaration of Human Rights 1948, [Article 1-10, 12, 15, 17(2), 30]. Everyone has the right to a standard of living adequate for the health and well-being of himself and of his family, including food, clothing, housing and medical care and necessary social services, and the right to security in the event of unemployment, sickness, disability, widowhood, old age or other lack of livelihood in circumstances beyond his control.

Furthermore per amendment 7 of the Bill of Rights; in suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved and no fact tried by jury, shall be otherwise reexamined in any court of the United States, than according to the rules of the common law. We are entitled to a trial by jury, the defendants are claiming a debt over twenty dollars and hence one must be offered or the matter dismissed. Furthermore if they're assuming a debt still owing then provide a documented assessment pursuant to the Fair Debt Collection Practices Act.

The only reason government is in place is to protect the Rights of the Citizens and for no other reason. To use the Court for anything else is in fact Treason. Amendment I of The Bill of Rights states, "...and to petition the government for a redress of grievances.", and Amendment IV, "The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated..." The courts should not be used for private activities to conspire against the people. [Bill of Rights Amendment 1 & IV].

Under threat duress and coercion we were forced to enter into this venue. None of the demands put forth to the defendants and court were addressed. The fact that the plaintiff's defense statement was put forward and not reviewed was in-comprehensible; yet a judgment was rendered. The fact that writs were put forward and remained un-answered was a disregard for the plaintiffs preserved rights. No contract is lawful; enforceable; (when corporate police was used to escort plaintiffs from the meeting room) as a use of force and intimidation to formulate an unlawful contractual judgment. The essential elements of a contract which was never produce by the defendants are: An offer, acceptance, and consideration. To be valid and therefore legally binding, 5 conditions must be met. First there must be the mutual consent of both parties. When consent is given by error, under physical or moral duress, or as a result of fraudulent practices, the contract may be declared null and void at the request of the aggrieved party. The second is contractual capacity - the mental ability to keep the promise one has made. The third condition is that the contract should have an object or a purpose; it must concern a specific and agreed-upon goods or services. The fourth condition is "lawful cause" in civil law or a "valuable consideration" in common law. The fifth condition is the compliance in certain circumstances to formalities provided by law such as, a valid written instrument.

PART I Canadian Bills of Rights: Recognition and declaration of Rights and Freedoms.

(a) the right of the individual to life, liberty, security of the person and enjoyment of property, and the right not to be deprived thereof except by due process of law;

(b) the right of the individual to equality before the law and the protection of the law;



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[Bill of Rights, Section 1 and Section 2].

(e) Deprive a person of the right to a fair hearing in accordance with the principles of fundamental justice for the determination of his rights and obligations;

Legal Rights: -- Charter of Rights and Freedom

7. Everyone has the right to life, liberty and security of the person and the right not to be deprived thereof except in accordance with the principles of fundamental justice.

Search or seizure -- Charter of Rights and Freedom

8. Everyone has the right to be secure against unreasonable search or seizure.

Equality before and under law and equal protection and benefit of law

15. (1) Every individual is equal before and under the law and has the right to the equal protection and equal benefit of the law without discrimination and, in particular, without discrimination based on race, national or ethnic origin, colour, religion, sex, age or mental or physical disability.

Enforcement of guaranteed Rights and Freedoms

24. (1) Anyone whose Rights or Freedoms, as guaranteed by this Charter, have been infringed or denied may apply to a court of competent jurisdiction to obtain such remedy as the court considers appropriate and just in the circumstances.

Exclusion of evidence bringing administration of justice into disrepute [Section 24 part (2)].

Aboriginal Rights and Freedoms not affected by Charter

25. The guarantee in this Charter of certain Rights and Freedoms shall not be construed so as to abrogate or derogate from any Aboriginal, Treaty or other Rights or Freedoms that pertain to the Aboriginal Peoples of Canada including:

(a) Any Rights or Freedoms that have been recognized by the Royal Proclamation of October 7, 1763; and

(b) Any Rights or Freedoms that now exist by way of land claims agreements or may be so acquired.

Other Rights and Freedoms not affected by Charter

26. The guarantee in this Charter of certain Rights and Freedoms shall not be construed as denying the existence of any other Rights or Freedoms that exist in Canada.

Royal Proclamation of October 7, 1763; Issued by King George III also recognized that Indigenous Peoples in British North America had Rights to the lands they occupied, and promised to protect and not "molest them." Because of that promise, which lives on in Article 35 of Canada's Constitution Act of 1982 and a series of Supreme Court rulings, natives have long viewed the proclamation as a Bill of Rights for Indigenous Peoples in this part of North America.



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- A. **Per Article 1 Section 10 of the Constitution;** Defendants cannot "...coin money; emit bills of credit; make anything but gold and silver coin a tender in payment of debts; pass any bill of attainder, or law impairing the obligation of contracts". Why would Magistrate S. Kershman render an order in favour of the defendants? Province or States cannot give banks a means to coin money or emits bills of credit per the Constitution of United States Republic. [**Article 1 Section 6 - United States Republic Constitution**].

Bank cannot own property; National banking corporations are agencies or instruments of the general government, designed to aid in the administration of an important branch of the public service, and are an appropriate constitutional means to that end. Pollard v State, Ala 1880, 65 Ala 628 Sec, also, Tarrant v. Bessemer Nat Bank 1913, 61 So 47, 7 Ala App 285. All entities are bankrupt, so how can they demand Species. [Article 1 Section 7, 8 **United States Republic Constitution**]; [**The Bankruptcy of the United States**].

- B. Under the Rules of Trust Agreement Bank (Defendant – ICICI Bank Canada) cannot be both the Beneficiary and the Trustee.

What position does ICICI Bank Canada hold are they the Beneficiary or Trustee? Why did MCAP Service Corporation initiate a claim in this matter? Are they the Beneficiary, The Trustee? If so when were they assigned?

Why did Veranova Properties Limited contact the plaintiff on Behalf of MCAP Service Corporation? There was no contractual agreement with them. Why did they leave threatening, coercive and harassing mailings at the assigned location to the attention of the Plaintiffs?

Why did Appledale Property Management contact the plaintiffs on behalf of Mortgage Holders? Why did they leave threatening, coercive and an Inducement to Fraud mail at the assigned location to the attention of the Plaintiffs? This company had no mailing location, no Principal assigned as the leader of this company, only a toll free number to contact. It was as if this company was created out of thin air, in an attempt to perpetuate this extortion and fraudulent act on our Estate. Was this business even legal? We/I did not have a contractual obligation with them. Why would the Defendants not inform us of these assigned Trustees, or Interlopers?

Why did Joseph Agueci doing business as Agueci & Calabretta initiate a claim in this matter; Are they the Beneficiary, The Trustee? If so when were they assigned?

Katie, doing business as Agueci & Calabretta contacted the plaintiffs domicile and left a voice mail message on April 22nd between 1:00 pm and 2 pm in the afternoon and stated that she was calling re; a mortgage with MCAP Service Corporation; Again who is MCAP Service Corporation, the plaintiffs did not have a contractual agreement with them. When did the contractual agreement take effect, the plaintiffs were not a part of this agreement and would like to know how they became a party; it appears that there is a grievous act of a Non-Disclosure agreement that was put into place by the defendants without knowledge to the plaintiffs, this is a **Breach of Trust and Breach of Honor**.

A **trust** is a relationship whereby property is held by one party for the benefit of another; it is a right of property held by one person (the **trustee**) for the benefit of another person, the beneficiary, or the *cestui que use*. The trustee is given legal title to the trust property, but is obligated to act for the good of the beneficiaries; Trustees who violate this fiduciary duty are **self-dealing**.



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The trustee owes a fiduciary duty to the beneficiaries. The primary duties owed include the duty of loyalty, the duty of prudence, the duty of impartiality. https://en.wikipedia.org/wiki/Trust_law - cite_note-3 Trustees duties, includes duties of openness and transparency; duties of recordkeeping, accounting, and disclosure. There are restrictions regarding a trustee with conflict of interests, such failure is termed a breach of trust, and can leave a neglectful or dishonest trustee with severe liabilities for their failures.

Beneficiaries' powers: If all of the beneficiaries of the trust are adults and of sound mind, then they can terminate the trust under the rule in *Saunders v Vautier*, and require the trustees to transfer absolute legal title to the trust assets to the beneficiaries.

Infliction of Excessive and therefore Cruel and Unusual Punishment

Under the 8th Amendment, cruel and unusual punishment may not be applied against Plaintiffs. Defendants have imposed unjust cruel and unusual punishment to Plaintiffs by the physical and mental stress and harassment placed upon Plaintiffs by Defendants and assigned agents. Defendant acts as heretofore complained of, have caused harm and damage to Plaintiffs. Said acts have caused mental and physical suffering, insomnia, worry, financial insecurity, stress and strain in relationships, in work, with family, relatives and friends. Defendant's activities have impaired Plaintiffs standing. They have subjected plaintiffs to public ridicule and embarrassment. The United States shall guarantee to every state in this union a Republican form of Government, and shall protect each of them against invasion; and on application of the legislature, or of the executive (when legislature cannot be convened) against **domestic violence**. **[United States Republic Constitution, Article IV, Section IV]**.

Any attempt to destroy rights, and especially through compelled participation in European foreign jurisdiction (Union States), is an invasion in every sense of the word. The traffic in slaves with Africa is hereby forever prohibited on pain of death and the forfeiture of all the rights and property of persons engaged therein; **and the descendants of Africans shall not be citizens**. **[The United States Republic Constitution, Original 13th Article of the Bill of Rights Section 12]**

The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no warrants shall issue, but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched or the things to be seized. **[United States Republic Constitution, Amendment IV]**.

States shall provide effective mechanisms for prevention of and redress for:

b) Any action which has the aim or effect of dispossessing them of their lands, territories or resources. **[United Nations Rights of Indigenous Peoples, Article 8- 2(a)]**

States shall take measures, in conjunction with indigenous peoples, to ensure that indigenous women and children enjoy the full protection and guarantees against all forms of violence and discrimination. **[United Nations Rights of Indigenous Peoples, Article 22]**

Indigenous peoples have the right to the lands, territories and resources which they have traditionally owned, occupied or otherwise used or acquired.

Indigenous peoples have the right to own, use, develop and control the lands, territories and resources that they possess by reason of traditional ownership or other traditional occupation or use, as well as those which they have otherwise acquired.



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States shall give legal recognition and protection to these lands, territories and resources. Such recognition shall be conducted with due respect to the customs, traditions and land tenure systems of the indigenous peoples concerned. [United Nations Rights of Indigenous Peoples, Article 26].

Indigenous peoples have the right to redress, by means that can include restitution or, when this is not possible, just, fair and equitable compensation, for the lands, territories and resources which they have traditionally owned or otherwise occupied or used, and which have been confiscated, taken, occupied, used or damaged without their free, prior and informed consent. Unless otherwise freely agreed upon by the peoples concerned, compensation shall take the form of lands, territories and resources equal in quality, size and legal status or of monetary compensation or other appropriate redress. [United Nations Rights of Indigenous Peoples, Article 28]

- C. Magistrate S. Kershman advised that he did not receive a Statement of Defense or other lawful documents put forward to the court by plaintiffs. Evidence provided do confirm Canada Post delivery and confirmation receipt; proof that supports the Fraudulent actions that were perpetuated.

Magistrate S. Kershman mentioned that he did not get any lawful documents from plaintiffs. Certified mailing confirms otherwise. Magistrate S. Kershman further mentioned that he did not understand the documents. Really...! Did he get the lawful documents or did he not understand what the document was saying. If he did not understand, then the matter should have been dismissed or put forward to a competent authority to adjudicate. I / we fail to see how he did not see or address any of our lawful documents when they were also included in the Defendants Motion Record? This was a Vexatious misuse of the court for private activities; embezzlement, extortion and intention to fraud.

Fraud: An intentional perversion of truth for the purpose of inducing another in reliance upon it to part with some valuable thing belonging to him, or to surrender a legal right; a false representation of a matter of fact, whether by words or by conduct; by false or misleading allegations, or by concealment of that which should have been disclosed, which deceives and is intended to deceive another, so that he shall act upon it to his legal injury. Fraud is a generic term, embracing all multifarious means which human ingenuity can devise, and which are resorted to by one individual to get the advantage over another by false suggestions or by suppression of truth, and includes all surprise, trick, cunning, dissembling, and any other unfair way by which another is cheated. "Bad Faith" and Fraud are synonymous, and also synonyms of dishonesty, infidelity, faithlessness, perfidy, unfairness, etc. and consists of some deceitful practice or willful device, resorted to with the intent to deprive another of his right, or in some manner to do him an injury. As distinguished from negligence, fraud is always positive, and intentional. – *Black's Law Dictionary.*

"Misprision of Treason": Is the bare knowledge and concealment of an act of treason or a treasonous plot, that is, without any assent or participation therein, for if the latter elements be present, the party becomes the principal. (2) A contempt against the sovereign, the government, or the courts of justice, including not only contempts of court, properly so called, but also all forms of seditious or disloyal conduct and leze-majesty; maladministration of high public office, including peculation of the public funds. (3) a neglect or light account made of a crime, that is, failure in the duty of a citizen to endeavor to prevent the commission of a crime, or, having knowledge of its commission, to reveal it to the proper authorities; and the concealment of something which ought to be revealed. – *Black's Law Dictionary.*



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D. In Pursuant to Article III, Section I of the United States Constitution, Judicial Authority is vested in the Supreme Court or a lower court which has a "Certified Delegation of Authority Order". Magistrate S. Kershman doing business as the ONTARIO SUPERIOR COURT OF JUSTICE has failed to produce a "Certified Delegation of Authority Order" as confirmed by Congress or the Supreme Court, hence he is misrepresenting a public office. [Law of Void Judgment]

Magistrate S. Kershman was commanded via Quo Warranto – Averment of Jurisdiction to produce his authorization to litigate this matter; no response was provided; a default was put forward. Magistrate S. Kershman was also required to produce his Charter to do business and Indemnity Bond however the same was unanswered. The court was at Default, the action should not have proceeded; and case dismissed. "If a court grants relief, which under the circumstances it hasn't any authority to grant; its judgment is to that extent void." (1 Freeman on Judgments, 120c.) [Law of Void Judgment].

Article III Section II of The Constitution for the United States of America talks about the Consular issues, Magistrate S. Kershman doing business as ONTARIO SUPERIOR COURT OF JUSTICE cannot litigate an action against me / us **LAWFULLY** under the 14th Amendment Venue which is what was done here. Magistrate S. Kershman operated in a Dishonorable manner and has violated the constitution for which he has taken an oath.

We are Moorish American National(s); Magistrate S. Kershman has failed to identify his Status; is he also a national and of what nationality. If not, then he had no authority to adjudicate the case. I am, we are an Aboriginal(s) and Indigenous Flesh and Blood Natural Being(s). I am / we are not a corporation, corporate entity or 13th or 14th amendment citizen, and could not be tried as such, which was, what was done. I am / we are only to be judged by judge and jury of my own peers. The matter should have moved forward in an inferior court as authorized by congress from time to time and presided over by an Article III Judge authorized by Congress from time to time, or the Supreme Court in which the judicial power of the United States is vested. "Where the court is without jurisdiction, it has no authority to do anything other than to dismiss the case." Fontenot v. State, 932 S.W.2d 185 "Judicial action without jurisdiction is void."-Id (1996.) [Law of Void Judgment].
Supreme Court Annotated Statute, Clearfield Trust Co. v. United States 318 U.S. 363-371 1942 [Clear field Doctrine].

Pursuant to Supreme Court Annotated Statute; "Governments descend to the level of a mere private corporation, and take on the characteristics of a mere private citizen... where private corporate commercial paper (Federal Reserve Notes) and securities (checks) is concerned... For purposes of suit, such corporations and individuals are regarded as entities entirely separate from government." So, when 'private commercial paper' is used by corporate government, then government loses its sovereignty status and becomes no different than a mere 'private corporation'. Government then becomes bound by the rules and laws that govern 'private corporations' which means that if they; (Government Officials, Government Agency Contractors, Employees / Personelle), intend to 'compel' an individual to some specific performance based upon its 'corporate statutes' or upon 'corporation rules'; then the 'government' like any 'private corporation' must be an 'holder-in-due-course' of a "valid and verifiable contract" or other evidentiary proof of a "commercial agreement" between it, (the Government or Agency) and the one 'individual or natural person etc.' upon whom demands one for 'specific performance' are made.

Further the 'government' must be willing to enter the 'contract or commercial agreement' into 'evidence' before trying to get the court to 'enforce' its



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'demands' which are "statutes", **applies to** (CORPORATION, STRAWMAN), it **doesn't apply to Living Natural Beings**. The **'Public Servants'** abdicated their Oaths and fiduciary duties to the public, and with stark contrast, and conflict of interest, became voluntary and employees for the private, foreign corporations. Thus **the "Clearfield Doctrine"**, was and is necessary (as a legal and lawful argument and position) to invoke / to protect the public from the frauds committed by corrupted politicians and impersonators of government.

Since all the government agencies and entities are franchises of the local and federal legislatures. Therefore all of them are subject to the Clearfield Doctrine -- Because all of them have abrogated their obligation via the American Constitution. Meaning they abridged the Constitution, and they lost their Authority.

Rico Case Law:

The defendants constitute an illegal enterprise in acts or threat of acts in violation of [Civil Rico Federal Racketeering Act USC 18, 1961-1963 et seq].

The following are particular violations:

TITLE 18 USC 3: Accessory after the fact, knowing that an offense has been committed against the United States, relieves, receives, comforts or assists the offender in order to hinder or prevent his apprehension, trial or punishment.

TITLE 18 § 241. Conspiracy against rights

If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same; or if two or more persons go in disguise on the highway, or on the premises of another, with intent to prevent or hinder his free exercise or enjoyment of any right or privilege so secured—They shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill, they shall be fined under this title or imprisoned for any term of years or for life, or both, or may be sentenced to death.

TITLE 18 § 242. Deprivation of rights under color of law

Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, than are prescribed for the punishment of citizens, shall be fined under this title or imprisoned not more than one year, or both; and if bodily injury results

from the acts committed in violation of this section or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire, shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse, or an attempt to commit aggravated sexual abuse, or an attempt to kill, shall be fined under this title, or imprisoned for any term of years or for life, or both, or may be sentenced to death.



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TITLE 18 § 876. Mailing threatening communications

(a) Whoever knowingly deposits in any post office or authorized depository for mail matter, to be sent or delivered by the Postal Service or knowingly causes to be delivered by the Postal Service according to the direction thereon, any communication, with or without a name or designating mark subscribed thereto, addressed to any other person, and containing any demand or request for ransom or reward for the release of any kidnapped person, shall be fined under this title or imprisoned not more than twenty years, or both.

(b) Whoever, with intent to extort from any person any money or other thing of value, so deposits, or causes to be delivered, as aforesaid, any communication containing any threat to kidnap any person or any threat to injure the person of the addressee or of another, shall be fined under this title or imprisoned not more than twenty years, or both.

(c) Whoever knowingly so deposits or causes to be delivered as aforesaid, any communication with or without a name or designating mark subscribed thereto, addressed to any other person and containing any threat to kidnap any person or any threat to injure the person of the addressee or of another, shall be fined under this title or imprisoned not more than five years, or both. If such a communication is addressed to a United States judge, a Federal law enforcement officer, or an official who is covered by section 1114, the individual shall be fined under this title, imprisoned not more than 10 years, or both.

(d) Whoever, with intent to extort from any person any money or other thing of value, knowingly so deposits or causes to be delivered, as aforesaid, any communication, with or without a name or designating mark subscribed thereto, addressed to any other person and containing any threat to injure the property or reputation of the addressee or of another, or the reputation of a deceased person, or any threat to accuse the addressee or any other person of a crime, shall be fined under this title or imprisoned not more than two years, or both. If such a communication is addressed to a United States judge, a Federal law enforcement officer, or an official who is covered by section 1114, the individual shall be fined under this title, imprisoned not more than 10 years, or both.

Numerous threats of eviction from property, harassments by defendants and their assigned agents, forced to entry a color of law venue (court) to answer to a claim that defendants never produced a contract to; The defendants and assigned agents use intimidation, fraudulent actions, threats, duress and coercion of loss of property to keep Plaintiff in a condition of peonage (slavery).

TITLE 18 USC 1341: Mail fraud

TITLE 18 USC 1001: Fraud Continued statute of limitation in ongoing activity (conspiracy)

TITLE 18 § 1581. Peonage; obstructing enforcement

(a) **Whoever holds or returns any person to a condition of peonage, or arrests any person with the intent of placing him in or returning him to a condition of peonage, shall be fined under this title or imprisoned not more than 20 years, or both.** If death results from the violation of this section, or if the violation includes kidnapping or an attempt to kidnap, aggravated sexual abuse or the attempt to commit aggravated sexual abuse, or an attempt to kill, the defendant shall be fined under this title or imprisoned for any term of years or life, or both.



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(b) Whoever obstructs, or attempts to obstruct, or in any way interferes with or prevents the enforcement of this section, shall be liable to the penalties prescribed in subsection (a).

Title 42 USC 1983, Civil action for deprivation of rights provides in relevant part that: "every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State...subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution. ..Shall be liable to the party injured...."

Title 42 USC 1985 Conspiracy to interfere with civil rights action which seeks compensatory and punitive damages in conjunction with equitable relief as in this case is considered a legal claim, entitling Plaintiff to a jury trial. See An-Ti v. Michigan Technological Univ., 493 F. Supp. 1137. Section 1985(3) under Title 42 reaches both conspiracies under color of law and conspiracies effectuated through purely private conduct. In this case Plaintiff has alleged a class-based, invidiously discriminatory animus is in part behind the conspirators' actions. The U.S. Supreme Court acknowledged in Bray v. Alexandria Women's Health Clinic 113 S.Ct. 753 (1993) that the standard announced in Griffen was not restricted to "race" discrimination. It is therefore reasonable to assume that 1985(3) may be used for "class-based" claims other than race. It is also important to note in Bray the U.S. Supreme Court's interpretation of the requirement under 1985(3) that a private conspiracy be one "for the purpose of depriving... any person or "class" of persons of the equal protection of the laws, or of equal privileges and immunities under the laws, which the Court said mandates "an intent to deprive persons of a right guaranteed against private impairment.

In addition plaintiff prays such other and further relief as to the jury demanded in this case shall appear just. Defendants herein are sued in their individual and official capacities as agents of the PROVINCE OF ONTARIO, CANADA, ICICI CANADA BANK. This is a Suit under the torts claims act.

If necessary; Plaintiff demands for all issues to be decided by the Jury Demanded;

If defendants move to dismiss this suit, Plaintiff demands that it be heard by the jury demanded, and only be dismissed if the Jury considers it lacks merit.

We are allotting 10 days for payment of this debt or rebuttal of the facts placed herein. If payment or rebuttal is not received within 10 days of this affidavit you will be in default and the necessary steps will be taken to ensure payment of these debts.

NOTICE TO PRINCIPAL IS NOTICE TO AGENT AND NOTICE TO AGENT IS NOTICE TO PRINCIPAL

RELIEF

A. The Enforcement of the following: The Divine Constitution and By-Laws of the Moorish Science Temple of America; The Moorish Nation of North America; Act VI: By Being Moorish American, you are Part and Parcel of this said government and Must Live the Life Accordingly; Article VI of the United States Constitution Republic / The Treaty of Peace and Friendship of EIGHTEEN HUNDRED and THIRTY-SIX (1836) A.D., Classifies Moorish Americans as Federal Citizens Possessing Freehold by Inheritance Status-Truth A-1. See Article 3, Section 2 of 'The Constitution for the United States of America'.



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- 1) I, (Nicole Thompson Bey, Dwight Thompson Bey), demand Due Process as protected by the Fourth (4th) and Fifth (5th) Amendments of the Constitution for the United States of America (Republic).
- 2) I, (Nicole Thompson Bey, Dwight Thompson Bey), demand this Federal Court stop these abuses of the colorable authority by the Defendants as it pertain to this Petitioner(s)/ Plaintiff(s).
- 3) I, (Nicole Thompson Bey, Dwight Thompson Bey), demand if any criminal charges be found, let them be placed upon the Defendants.
- 4) I, (Nicole Thompson Bey, Dwight Thompson Bey), demand this Federal court view this Petitioners / Plaintiffs (in my Proper Person) as a Moorish American National (Natural Born Citizen of the Land) and not as a (brand) NEGRO, BLACKMAN (person), COLORED, AFRICAN-AMERICAN, or any other SLAVE TITLE or 'nom de guerre' imposed upon me for misrepresentation 'Actions' or other acts of 'Misprision' that a misdirected society may "believe" to be true.
- 5) I, (Nicole Thompson Bey, Dwight Thompson Bey) do not, under any condition or circumstance, by threat, duress, or coercion, waive any rights Inalienable or Secured by the Constitution or Treaty, and, hereby requests the Federal Court to fulfill their obligation to preserve the rights of this Petitioner (A Moorish American) and carry out their Judicial Duty in 'Good Faith' by ordering Defendants to be brought before the Law to answer for their criminal and unjust actions.
- 6) All UNCONSTITUTIONAL 'Order' or 'Action' associated with it / them, to be dismissed and expunged for the record and cleared from the public record on its face and merits; or, otherwise, be brought before a legitimately - delegated, and competent 'Court of Law' of International jurisdiction / venue.
- 7) All Agents, State and Federal Officials, Contractors are to be informed of the Law of the Land (Constitution) and their obligation to uphold the same and to no longer be excused without action on the part of the Sheriff for violating the same. And to be made cognizance of the recompense of colorable actions on their part, by not adhering to the Law.
- 8) Any Respondent, Corporate or Natural, Party-Claimants; Involvements be found guilty in violation United States Republic Constitution, United States Code of Law, and in accord with the law is required by law to immediate recusal of his or her office.
- 9) Defendants ICICI CANADA BANK is being sued for \$1,750,000 for compensatory damages and \$750,000 for punitive damages in its official capacity. Payable in lawful money.
- 10) Defendants SRIRAM H. IYER [Sriram H. Iyer] and spouse are being sued for \$1,750,000 for compensatory damages and \$750,000 for punitive damages in its official capacity payable in lawful money.
- 11) Defendants BRYAN DEVRIES [Bryan Devries] and spouse are being sued for \$1,750,000 for compensatory damages and \$750,000 for punitive damages in his official capacity payable in lawful money.
- 12) If necessary; Plaintiff demands for all issues to be decided by the Jury Demanded; If defendants move to dismiss this suit, Plaintiff demands that it be heard by the jury demanded, and only be dismissed if the Jury considers it lacks merit.



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TRIAL BY JURY OF MY OWN PEERS WAS, AND IS, DEMANDED

I declare under the penalty of perjury under the law of the UNITED STATES CODES that the above is true and correct to the best of our knowledge and honorable intent.

Respectfully submitted this 13 day of June, 2016 = 1436 M.C.

I Am: Dwight Thompson Bey
Dwight Thompson Bey Authorized Representative
Natural Person, In Propria Persona:
All Rights Reserved: U.C.C. 1-207/ 1-308; U.C.C. 1-103
Ontario Territory
[c/o 254 Flodden Way]
[Nepean, Ottawa [K2G7E1]]
Northwest; Amexem

I Am: Nicole Thompson Bey
Nicole Thompson Bey Authorized Representative
Natural Person, In Propria Persona:
All Rights Reserved: U.C.C. 1-207/ 1-308; U.C.C. 1-103
Ontario Territory
[c/o 254 Flodden Way]
[Nepean, Ottawa [K2G7E1]]
Northwest; Amexem

COUR FÉDÉRALE

AVOCATS INSCRITS AU DOSSIER

DOSSIER : T-927-16

INTITULÉ : DWIGHT THOMPSON BEY,
NICOLE THOMPSON BEY c. SRIRAM H. IYER
[SRIRAM H. IYER] ET SON ÉPOUSE,
BRYAN DEVRIES [BRYAN DEVRIES] ET SON
ÉPOUSE

LIEU DE L'AUDIENCE : TORONTO (ONTARIO)

DATE DE L'AUDIENCE : LE 23 AOÛT 2016

ORDONNANCE ET MOTIFS : LE PROTONOTAIRE AALTO

DATE DES MOTIFS : LE 30 AOÛT 2016

COMPARUTIONS :

DWIGHT THOMPSON BEY
NICOLE THOMPSON BEY
CRISTINA INTERNICOLA

POUR LES DEMANDEURS

POUR LES DÉFENDEURS

AVOCAT INSCRIT AU DOSSIER :

DWIGHT THOMPSON BEY
NICOLE THOMPSON BEY
(Plaideurs profanes)

POUR LES DEMANDEURS

AGUECI & CALABRETTA
Avocats
TORONTO (ONTARIO)

POUR LES DÉFENDEURS