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Meads v. Meads, 2012 ABQB 571 (CanLII)

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Most recent unfavourable mention:	Canadian Imperial Bank of Commerce v Radoux (Koski), 2018 SKQB 112 (CanLII) [...] As Barry Radoux did, Dawn denies that she is using any organized pseudolegal commercial argument as a defence and that the cases of Meads v Meads, **2012 ABQB 571 , 74 Alta LR (5th) 1, and Hartloff are not applicable** to her. [...]

Court of Queen's Bench of Alberta

Citation: Meads v. Meads, 2012 ABQB 571

Date: 20120918
Docket: 4803 155609
Registry: Edmonton

Between:

Crystal Lynne Meads

Appellant

- and -

Dennis Larry Meads

Respondent

Editorial Notice: On behalf of the Government of Alberta **personal data identifiers** have been removed from this unofficial electronic version of the judgment.

Reasons for Decision
of the
Associate Chief Justice
J.D. Rooke

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Where there is no common power, there is no law, where no law, no injustice.
Force, and fraud, are in war the two cardinal virtues.

...

The laws are of no power to protect them, without a sword in the hands of a man, or men, to cause those laws to be put in execution.

...

And law was brought into the world for nothing else but to limit the natural liberty of particular men in such manner as they might not hurt, but assist one another, and join together against a common enemy.

Thomas Hobbes, *Leviathan* (Forgotten Books, 2008), at pp. 87, 147, 184

I. Introduction to Organized Pseudolegal Commercial Argument ["OPCA"] Litigants

[1] This Court has developed a new awareness and understanding of a category of vexatious litigant. As we shall see, while there is often a lack of homogeneity, and some individuals or groups have no name or special identity, they (by their own admission or by descriptions given by others) often fall into the following descriptions: Detaxers; Freemen or Freemen-on-the-Land; Sovereign Men or Sovereign Citizens; Church of the Ecumenical Redemption International (CERI); Moorish Law; and other labels - there is no closed list. In the absence of a better moniker, I have collectively labelled them as Organized Pseudolegal Commercial Argument litigants ["OPCA litigants"], to functionally define them collectively for what they literally are. These persons employ a collection of techniques and arguments promoted and sold by 'gurus' (as hereafter defined) to disrupt court operations and to attempt to frustrate the legal rights of governments, corporations, and individuals.

[2] Over a decade of reported cases have proven that the individual concepts advanced by OPCA litigants are invalid. What remains is to categorize these schemes and concepts, identify global defects to simplify future response to variations of identified and invalid OPCA themes, and develop court procedures and sanctions for persons who adopt and advance these vexatious litigation strategies.

[3] One participant in this matter, the Respondent Dennis Larry Meads, appears to be a sophisticated and educated person, but is also an OPCA litigant. One of the purposes of these Reasons is, through this litigant, to uncover, expose, collate, and publish the tactics employed by the OPCA community, as a part of a process to eradicate the growing abuse that these litigants direct towards the justice and legal system we otherwise enjoy in Alberta and across Canada. I will respond on a point-by-point basis to the broad spectrum of OPCA schemes, concepts, and arguments advanced in this action by Mr. Meads.

[4] OPCA litigants do not express any stereotypic beliefs other than a general rejection of court and state authority; nor do they fall into any common social or professional association. Arguments and claims of this nature emerge in all kinds of legal proceedings and all levels of Courts and tribunals. This group is unified by:

1. a characteristic set of strategies (somewhat different by group) that they employ,

2. specific but irrelevant formalities and language which they appear to believe are (or portray as) significant, and

3. the commercial sources from which their ideas and materials originate.

This category of litigant shares one other critical characteristic: they will only honour state, regulatory, contract, family, fiduciary, equitable, and criminal obligations if they feel like it. And typically, they don't.

[5] The Meads case illustrates many characteristic features of OPCA materials, in court conduct, and litigation strategies. These Reasons will, therefore, explain my June 8, 2012 decision and provide analysis and reasoning that is available for reference and application to other similar proceedings.

[6] Naturally, my conclusions are important for these parties. However, they also are intended to assist others, who have been taken in/duped by gurus, to realize that these practices are entirely ineffective; to empower opposing parties and their counsel to take action; and as a warning to gurus that the Court will not tolerate their misconduct.

[7] As a preliminary note, I will throughout these Reasons refer to persons by their 'normal' names, except to illustrate various OPCA motifs and concepts. OPCA litigants frequently adopt unusual variations on personal names, for example adding irrelevant punctuation, or using unusual capital and lower case character combinations. While OPCA litigants and their gurus put special significance on these alternative nomenclature forms, these are

ineffectual in law and are meaningless paper masks. Therefore, in these Reasons, I will omit spurious name forms, titles, punctuation and the like.

II. The Present Litigation

[8] These Reasons relate to materials and arguments advanced by Dennis Larry Meads ["Mr. Meads"] in and after a hearing on June 8, 2012 for appointment of a case management justice, as authorized by *Alberta Rules of Court*, Alta. Reg. 124/2010, s. 4.11(c) [the "*Rules*", or individually a "*Rule*"]. The application was brought by Crystal Lynne Meads ["Ms. Meads"] in a divorce and matrimonial property action against Mr. Meads initiated on January 11, 2011.

[9] I granted that application and appointed myself as the Case Management Justice. These Reasons follow from that hearing and deal with materials that have been filed or submitted by Mr. Meads.

[10] Mr. and Ms. Meads were married in 1980. They had six children. The Meads separated in 2010. At present two children are potential dependants. On March 18, 2011, Veit J. ordered interim monthly child and spousal support payments from Mr. Meads. My understanding is that to date Mr. Meads has generally honoured that obligation.

A. Prior Activity

[11] Review of the divorce file discloses a number of unusual documents filed by Mr. Meads:

February 15, 2011: Mr. Meads filed a one page notarized document, printed in black and red ink, and marked with what may be a red thumb print. It also bears postage stamps in three corners on front and back, and includes various declarations including that "::dennis-larry:meads::" is a "living flesh and blood sentient-man", a postmaster general, and that Barb Petryk, a clerk of the Alberta Court of Queen's Bench, is appointed his fiduciary and is liable for "all financial damages and bodily harm against myself ::dennis-larry:: of the meads-family::".

Mr. Meads then purports to "...do here and now Adjourn this instant matter until further notice, from my office."

March 3, 2011: Mr. Meads filed a second one page notarized document, in black, red, orange, and blue ink. Again, it has unusual formalities such as a red thumb print. This document is directed to "Audrey Hardwick/AUDREY HARDWICK BEING A CORPORATE ENTITY", and in part is a "Notice for a Cease and Desist" in "Enticement in Slavery", that threatens criminal charges, and "FULL COMMERCIAL LIABILITY AND YOUR UNLIMITED CIVIL LIABILITY". This one is signed ":::dennis-larry:: of the meads-family:::".

April 27, 2012: Ouellette J. authorized the simple filing of these materials by Mr. Meads "... for the purposes of argument before the A.C.J. Rooke at the case conference" on June 8, 2012. This was a "Notice for an Order to Show Cause", "Affidavit in Support of Order to Show Cause", "Order to Show Cause and Appear", and "Affidavit in Support of Order to Show Cause" filed by "::Dennis Larry:: on behalf of DENNIS LARRY MEADS (juristic person)".

The "Notice for an Order to Show Cause" states, "::Dennis Larry::" is "attorney in fact" and seeks an order that Ms. Reeves (Ms. Meads counsel) be "... held in contempt for violation of false claims made under penalty of perjury ..." and that Ms. Reeves has taken on "... full responsibility/liability for CRYSTAL LYNNE MEADS the Debtor and Grantor."

The two "Affidavit in Support of Order to Show Cause" documents restate the claims that Barb Petryk has a fiduciary obligation to Mr. Meads, quote part of the March 18, 2011 transcript before Justice Veit, and allege that Ms. Meads has not conformed to the Veit order. Mr. Meads denies contact with Ms. Reeves and that he has been difficult. He states Ms. Reeves has made "... an offer to Contract and/or Enticement of Slavery (Title 18 United States Code and/or Article 4 Universal Declaration of Human Rights) ...", and that Ms. Meads had "... voided/annulled the Marriage Contract by adulterous affair in 2011 ..." [sic]. Mr. Meads observes Ms. Meads has a share of "acuminated assets from the Marriage Contract" [sic], a new home, training, and a job opportunity as a lab technician. Mr. Meads says Ms. Meads has sent various messages that are "disturbing

communications" and quotes email messages that indicate conflict between the parties. The February 15 document is attached to the April 27 materials.

B. The June 8, 2012 Hearing

[12] Mr. Meads and Ms. Reeves appeared before me on June 8, 2012. Ms. Reeves explained that Mr. Meads had generally conformed to the terms of Justice Veit's March 18, 2011 Order, but that he had not disclosed financial records to calculate interim child and spousal support amounts. She also indicated that she was experiencing problems in moving this litigation forward as a consequence of unorthodox documentation from Mr. Meads. She had difficulty communicating with Mr. Meads, and asked the Court to appoint a case management justice to facilitate that process.

[13] Mr. Meads commenced his submissions by noting that he was not Dennis Meads, the "corporate identity", but was present as Dennis Larry Meads, "a flesh and blood man". He said this Court is "a house of law."

[14] I explained the nature of case management and asked as to his position on that. He did not object, but wanted to talk about his own Motion, the April 27 documents, rather than Ms. Reeves' point of interest.

[15] Mr. Meads launched into an explanation of a number of things. He said that when he was born, he was given a register of birth, "a corporate identity", bonded and registered in the Bank of Canada and in the state stock exchange, and that registration had an imputed income.

[16] When Mr. Meads married Ms. Meads, he said he was told he required a marriage license to avoid commission of incest, but he has subsequently learned, from *Black's Law Dictionary*, that a licence is an authorization to do something that is otherwise illegal. But, Mr. Meads said, he is only subject to God's Law, the "Maximus of Law", and the Bible indicates that adultery is the sole basis to dissolve a marriage. In this case, he alleged that Ms. Meads had committed adultery with his brother-in-law, and that she had broken the contract of marriage by that adultery - that is God's law - the remainder is man's law, statute law: which does not affect or apply to Mr. Meads.

[17] Mr. Meads rejected the assertion that he had a legal obligation to pay spousal and child support, though he did so on his own accord. Further, he had identified to Ms. Meads and her lawyer (and myself) a method to access a huge amount of money that was attached to his "corporate identity" via his birth certificate. That could pay his child and spousal support obligations. Mr. Meads said he had provided the documentation to pursue that avenue, but Ms. Meads and her lawyers had not done so.

[18] Mr. Meads asserted that he has done nothing wrong; he has committed no criminal offence; nothing that Ms. Meads' lawyers have sought is mandatory; Ms. Meads has her 50% share of the marriage corporate entity; and his ongoing payments to Ms. Meads have purchased a new home for her and her partner, an RCMP officer.

[19] Mr. Meads, at this point and later, provided his position concerning potential issues in dispute. Ms. Meads was concerned that a part of his reported income were RRSP withdrawals. Mr. Meads explained that amount was a living allowance he received for travelling to work away from home, a legitimate expense that is not a part of personal income for support calculations. Mr. Meads also alleged that his wife had received training as a laboratory technician, but had not pursued that career as she did not like the work.

[20] Mr. Meads also explained why he discontinued child support payments after one of his children had her 18th birthday. He explained that several of his older children have attended and been successful in post-secondary education, but that he and his wife believed that a child should pay for their own education. He saw no reason to treat this now adult child differently. That said, the Meads had assisted their older children during their studies, when necessary, and Mr. Meads reaffirmed he would do the same for the daughter who was now about to enter post-secondary education.

[21] In his opinion, Ms. Meads had already received a fair share of the matrimonial property. She had taken the bulk of his silver bullion, and $250,000.00 from a joint bank account.

[22] Mr. Meads then said:

I do not want to be enticed into slavery, sir. She contacts me, her other lawyer contacted me, they are enticing me into contract. And I do not want to go there. I just want to be left alone. Give me a divorce.

...

I speak passionately when I talk, but I am not angry. I want you to understand that. My voice is raised. That is the emotional side of me that is coming out. I am not mad or angry. I want to make that clear as well.

You sir, are the judge in this matter. And so I, Dennis Larry Meads, being a flesh and blood man, and as the creditor and beneficiary for and the private record, do here nominate and appoint you, Judge Rooke, fiduciary trustee liable under your full commercial liability, and your unlimited civil liability capacities, for my full protection and benefit as a *de jure* court.

For the record, I, Dennis Larry Meads, and for the record a child of the almighty God Jehovah, and not a child of the state. For the lord and saviour Jesus the Christ is my spiritual advocate and in this instant matter at hand, and that God's laws rule supreme in my life and this court, and I, Dennis Larry Meads, being a flesh and blood man pray that the judge, you sir Mr. Rooke, Justice Rooke, and court follows this claim in God's law, and if they should they decide not to they should make the claim right now that they are above God's law and prove beyond the breath they let out pray again that the almighty God, all of us and protect us all, will abide with us in his laws.

[23] After hearing submissions from the parties I concluded that case management would be appropriate in this instance, and appointed myself to that task. I noted that this Court will apply the laws of Canada, and explained to Mr. Meads the basic aspects of child and spousal support, matrimonial property division, and the mutual and reciprocal obligations for disclosure in family law proceedings, including disclosure that he may seek from Ms. Meads.

[24] Mr. Meads then asked me "about the sign above my head", which is the Royal Coat of Arms of Canada, and declared:

> This is an admiral court, your jurisdiction is on water, it's not on land; I am a freeman on the land, and for you to play down some of the statements I am making is not acceptable unless you prove it to me in law, and just saying it to me is nothing.

[25] He complained that he had asked Ms. Reeves to provide her bond and license to practice law, but had not received that, and continued:

> But I do sir want to work with law, and not statutes and rules that have come up from man over time. I understand they work for the bulk of the people, but ... I'm representing myself and what I speak about I believe in. There are rules above man's rules, and God's laws is where your laws originated from, so let's go back to the Maximus, and deal with it as quickly as possible.

[26] Mr. Meads stated that his birth certificate has an associated bond with large amounts of money that could easily discharge in full the claims advanced by Ms. Meads. He said this Court could order that payment. He then attempted to provide me with an envelope, presumably containing documents. Mr. Meads said the contents of the envelope had been "filed internationally": a UCC filing, a Canadian filing, a commercial security agreement, an identity bond, "actual and constructive notices", hold harmless and identity agreements, non-negotiable security agreements, an affidavit of his status, a copyright and trade-mark of his name contract, and definitions of the words used in those documents. "UCC" means the "Uniform Commercial Code", which is U.S. commercial legislation.

[27] I refused the envelope, and noted that if the envelope was abandoned then I would put those materials in the garbage. I reassured Mr. Meads that I will apply the laws of Alberta and Canada, and that while he is in Court, he will follow the Court's rules. Mr. Meads' reply was that was "unacceptable", and he claimed that the "UCC" is "universal law".

[28] It appeared to me that it would be possible to sever the divorce and have that proceed, but there remained issues to address, specifically spousal and child support, and division of matrimonial property. It is generally my personal practice not to sever while such collateral, but important, matters remain unresolved. I asked Ms. Reeves to explain what disclosure she required, which amounted to 2010 and 2011 tax returns, certain

employment pay and compensation information, as well as information in relation to Mr. Meads' investments, including the precious metals he personally owns.

[29] Mr. Meads explained he has yet to file his 2010 and 2011 income tax returns, and he did acknowledged that was a task he needed to address. He promised to provide that information by September 1, 2012.

[30] After informing Mr. Meads about the Court's contempt authority, I reassured him that I want to assist him and Ms. Meads to move forward, separate their affairs, and allow each to live on their own. There were still issues to explore, but that I would assist. Mr. Meads responded in this manner:

> Mr. Meads: A lot of things have happened today that I need to wrap my mind around. The one thing that comes out to me loud and clear is you're treating the person Dennis Meads with all of these statements, and not the living soul. You are enticing me into slavery ...
>
> The Court: I am going to let someone else deal with your living soul. I'm just going to deal with your person.
>
> Mr. Meads: Alright, then that's your responsibility, because you created it.

[31] He asserted he was willing to go to jail, but as he is "flesh and blood" he is free from the "mumbo jumbo that is law". Mr. Meads alleged that an emergency protection order to which he is subject was the result of a trap, and his wife had been coached by the RCMP to spring that trap. He rejected the system into which he is pushed, and indicated that my statements are directed to a "corporate entity" created by the government.

[32] I reassured Mr. Meads that I did not want to put him into jail, but would do so if necessary. His recourse to my decisions is an appeal to the Alberta Court of Appeal. Conversely, Mr. Meads could apply and the Court would order disclosure from Ms. Meads to learn the fate of the $250,000.00 and silver bullion that he alleges Ms. Meads possesses.

[33] This led to a final statement by Mr. Meads. He asserted the Bible is the "Maximus of Law" and is the binding basis of all law, and said:

> You are enticing me again to ask her to disclose $250,000, you are trying to bring me into this court proceeding that I have no desire to get into.

[34] Mr. Meads then left the courtroom before the completion of the hearing. He abandoned the envelope he had attempted to provide to me. The envelope was put in the trash by the Clerk.

[35] My "Conditions and Guidelines of Case Management" ["Conditions and Guidelines"] were sent to Mr. Meads on June 13, 2012. Part of those instructions was that in these proceedings Mr. Meads was not to correspond with the Court, except to either:

1. propose an application, or

2. to request a case management conference.

[36] Though I will later return to this hearing at various points in these Reasons, I will now briefly outline my understanding of the meaning of certain of Mr. Meads' actions and statements:

1. Mr. Meads clearly subscribes to the OPCA concept that he has two aspects, what I later discuss as the 'double/split person' concept. The German folk term "doppelganger", a kind of paranormal double, is a useful concept to describe this curious duality. Mr. Meads labels one aspect as a "person" or "corporate entity" while the other is his "flesh and blood" form.

2. Mr. Meads also subscribes to the theory that almost any interaction with the court or state can result in a binding contract. That is why he was so apprehensive about accepting my proposal to order disclosure from Ms. Meads - that apparently benign act would allegedly bind him in contract to this Court's authority.

3. The reference to Admiralty Law relates to an OPCA concept that there are two kinds of law, "common law" and "admiralty law", and Mr. Meads rejected application of the latter to himself.

4. The discussion of the alleged source of funds to discharge his child and spousal support obligations, a bank account related to his birth certificate, indicates Mr. Meads has advanced a 'money for nothing' scheme called "A4V".

These are all, of course, nonsense.

C. Subsequent Developments

[37] On June 19 and 21, 2012 the Court received two effectively identical sets of documents sent by Mr. Meads. One was addressed to me, the second to the Chief Court Clerk. These were not filed with the Court.

[38] These documents generally match Mr. Meads' verbal description of the abandoned envelope's contents. The June 19 and 21 materials were returned to Mr. Meads as they do not represent an application for leave, supported by a draft application and supporting affidavit(s), as required by my Conditions and Guidelines for Case Management. Further, they have no application known to law. However, copies were retained.

[39] The first document is a letter with multicoloured text (that facet I do not reproduce). It is addressed in this manner:

> SECURED PARTY CREDITOR is ::Dennis-Larry:Meads::
> FIDUCIARY-TRUSTEE-LIABLE is "Associate Chief Justice" J.D. Rooke

[40] Summarizing this document, it thanks me for accepting appointment as "FIDUCIARY-TRUSTEE-LIABLE" on June 8, 2012. It then appoints me:

> ... with the Fiduciary-Trustee-Liable Position with the highest and with the greatest-**level for the care** in the equity and in the Law and is with the expectation that-is that-you being the Fiduciary-Trustee-Liable are Duty-Bound for the utmost-case and protection for the living flesh and blood sentient - man, ::Dennis-Larry:Meads:: who is the creation for the Lord God Almighty Jehovah with whom you owe the duty (the "principal" qui facit per alium, facit per se): you, **"Associate Chief Justice" J.D. Rooke** must not place your personal interests before the duty, and must not profit in your position as the Fiduciary-Trustee, unless the principal gives you consent in the written-format. [sic, emphasis in original]

If I believed that Mr. Meads acted sincerely (which I do not), I would conclude Mr. Meads misapprehended the scope of the responsibility and authority of a case management justice. However, this, instead, seems to be a kind of OPCA document that purports to unilaterally foist a particularly impressive sounding string of gibberish obligations upon me.

[41] The letter then instructs, "under the guidance and direction with the Almighty God Jehovah watching over us through His Son and Reigning King Jesus Christ", that I use the attached documents to do the following:

- ... for the completion and carrying-out for the full protection and benefit for the ::Dennis-Larry: Meads:: and for the children of the union with the full-written-text/report for the **"Instant-Matter-In-The-Hand"** at the end of the every-month till the end for the contract with the child of the union,.

- **One time Lump Sum Payout** (With-Out-Recourse) in the form of a bond or other financial instrument from the Provincial-Registered-Estate for the Persona DENNIS LARRY MEADS (juristic person) thru the Provincial-Registered-Event in the PROVINCAIL BIRTH CERTIFICATE and/or any other government(s) for the Canada Registered Event(s) - for the make-whole for the Debtor CRYSTAL LYNNE MEADS and Michele J. Reeves DRA MICHELE J. REEVES (PERSONA-AT-LAW-PERSONA)

- Debtor, being the CRYSTAL LYNNE MEADS and Michele J. Reeves DBA contact via the any media with the living flesh and blood sentient - man, ::Dennis-Larry:Meads:: and/or the DENNIS LARRY MEADS (juristic person) and when-there is the claim for a breach face the penalties as-is prescribed in the attached-documents.

- For the claim for the Divorce-Papers signed as the CRYSTAL LYNNE MEADS, which does not abhor delay.

- For the claim for the Child-Support-Payments for the child in the Union, [child #1] of $1000.00/ month. (When is for the claim for the habituation with mother) till the full-age-eighteen years with the no-section-7-rules **application/begging**, for the child being the [child #1] can/must dialogue the her-needs as-is needed with the father with the new-arrangements **provision-in the written-format** and **fully-notarized** and **full-authentication**.

- **Child-Support-Assistance** for the child of the union being the [child #2] as per the negotiation with her-earthly-father till the full-age being the twenty-one (21) and being in the attendance in the post-education.

- **And** other **useful-beneficial-information for the make and for the keeping for the all parties-whole**.

[sic, emphasis in original, some reformatting for clarity.]

[42] The remaining documents are:

1. a power of attorney where DENNIS LARRY MEADS grants general authority to Dennis-Larry: Meads;

2. a UCC Financing Statement registered in Ohio for a Certificate of Birth;

3. a UCC search of "DENNIS LARRY MEADS, foreign situs cestui qui vie trust";

4. a government of Alberta Personal Property Registry Verification Statement for "DENNIS LARRY MEADS, foreign situs cestui qui vie trust" that lists as collateral a birth certificate, social insurance number, UCC1 financing statement, a certificate of marriage, an operator's license, Canadian passport, and what I believe are two court orders;

5. a commercial security agreement where DENNIS LARRY MEADS assumes all debts and obligations of Dennis-Larry:Meads, while granting Dennis-Larry:Meads all his property;

6. an "Actual and Constructive Notice" from Dennis-Larry: Meads to the Bank of Canada that "accepts for value" enclosed documents in accordance with the *Uniform Commercial Code* and the *Bank of Canada Act* to charge his "public treasury", which is identified by his social insurance number, for $100 billion Canadian dollars or the equivalent in silver or gold;

7. a "Hold Harmless and Indemnify Agreement Non Negotiable Between the Parties", that DENNIS LARRY MEADS generally indemnifies Dennis-Larry: Meads;

8. a 'fee schedule', which is a kind of document I will later discuss in more detail;

9. a document entitled "Notice to YOURFILINGCOUNTY County Register Of Deeds Clerk";

10. an "Affidavit of Political Status", with "Grantor: DENNIS LARRY MEADS" and "Grantee: Dennis-Larry: Meads";

11. a "Copyright Trade-name/Trademark Contract" between DENNIS LARRY MEADS and Dennis-Larry: Meads, the intellectual property subject being the name Dennis Larry Meads, in various forms; and

12. a document that purports that anyone who uses "Dennis Larry Meads" (or variations of that) owes Dennis-Larry: Meads $100 million per use of that.

[43] From a review of these documents, it appears that Mr. Meads is purporting to split himself into two aspects. One gets his property and benefits, the other his debts and liabilities. The 'Mr. Meads with liabilities' has entirely indemnified the 'Mr. Meads with property'. He also appears to instruct me and the Bank of Canada to use a

secret bank account, with the same number as his social insurance number or birth certificate, to pay all his child and spousal support obligations, and provide him $100 billion in precious metals. Mr. Meads has also purported to create various contractual obligations for those who might interact with him, or who write or speak his name.

[44] This is, of course, nonsense. As I have noted to Mr. Meads, these materials have no force or meaning in law, other than they indicate an intention on his part to evade his lawful obligations and the authority of the Court and government. He is an OPCA litigant. That has legal consequences for him, which these Reasons will explain.

D. The Purposes of These Reasons

[45] These Reasons have a number of purposes. The requests of both Mr. and Ms. Meads are best met by a broad and comprehensive response. The scope and variety of Mr. Meads' materials and submissions touches on many related issues.

[46] Its context is also important. These Reasons sets the stage for an ongoing procedure - case management of this file - and respond to a collection of issues that have emerged immediately at the beginning that process. If not fully addressed, I believe the OPCA aspect of this litigation will hamper successful resolution of Mr. and Ms. Meads' divorce.

1. Ms. Meads

[47] Counsel for Ms. Meads, Ms. Reeves, sought case management because she cannot meaningfully communicate with Mr. Meads. She explained she had attempted to engage in mundane procedural steps, such as requests for disclosure, and instead received complex and cryptic documents, demands, and threats. She turned to the Court for hands-on management because she does not otherwise have an effective mechanism to deal with Mr. Meads, and his OPCA strategies.

[48] These Reasons are intended to assist her, explain what she faces, and illustrate how this and other Courts have responded to litigants who adopt and advance OPCA concepts and strategies. I cast these Reasons broadly to help her both understand what she has already encountered, but also to deal with developments in the ongoing litigation and case management processes.

2. Mr. Meads

[49] These Reasons are also a response to Mr. Meads. He clearly plans to frame his entire divorce action in an OPCA context. He arrived in court with that intention. That was the only 'issue' on which he wanted to respond. Since the June 8 hearing I have seen no evidence that Mr. Meads intends to abandon his strategies to defeat Court authority and his child and spousal support obligations.

[50] I was explicit on June 8 that I considered Mr. Meads' OPCA submissions and claims irrelevant, yet he has persisted. At that hearing he announced that my decision was "unacceptable", and has subsequently acted in defiance of my explicit instructions that he only communicate with the Court to propose an application or to request a case management conference. He said he would not voluntarily put himself under the Court's authority, denied the Court had any lawful hold over him, and left.

[51] Mr. Meads did not accept the result of the June 8 hearing, and proceeded to send additional documentation to the Court and myself. His intention to employ OPCA concepts and defy my instructions is very clear in his June 19 and 21 cover letters. He demands that I act on his behalf, using highly unusual and mandatory language.

[52] These Reasons are not merely a response to Mr. Meads' in-court misconduct but also a global response to the entire litigation strategy he has underway. There are no signs he has decided to back down and adopt a more reasonable approach. From the file record and his documents, he has been on this path for over a year and a half. I intend these Reasons to clearly identify for him why it is time to change his approach.

3. A Broad Set of OPCA Concepts and Materials

[53] There is a third reason for a broad-based decision and analysis. It so happens that Mr. Meads has provided a remarkable and well developed assortment of OPCA documents, concepts, materials, and strategies. These materials also illustrate particular idiosyncrasies that this and other Courts have identified as associated with

the OPCA community and OPCA litigation. Phrased differently, Mr. Meads' materials and approach provide an ideal type specimen for examination and commentary, which should be instructive to other OPCA litigants who have been taken in by these ideas, opposing parties and their counsel, as well as gurus.

[54] Mr. Meads' submissions also make an excellent subject for a global review of the law concerning OPCA, the OPCA community and its gurus, and how the court, lawyers, and litigants should respond to these vexatious practices and the persons who advance and advocate these techniques and ideas. In this sense, the present case management allows the litigation between Mr. and Ms. Meads to explore the OPCA community and its concepts, for the benefit of this and other Canadian Courts, and litigants appearing before the courts.

[55] I will use Mr. Meads' materials and arguments to illustrate many points in this review. Those materials will be supplemented from several sources. First, I review judgments from this and other Courts that report on OPCA strategies and court responses to OPCA litigants.

[56] Second, this Court and its justices have been involved in a large number of court proceedings that include OPCA elements, deployed by a spectrum of OPCA litigants. As the senior administrative judicial official of the Court of Queen's Bench in Edmonton, I am usually made aware of this litigation. Our Court's experience has been that OPCA-related litigation involves particular security and court efficiency issues, which fall within my purview. Thus, I will, in certain instances in my review and analysis, reference unreported litigation before justices of this Court that has come to my attention.

[57] Last, I am frequently the direct recipient of documents sent by OPCA litigants. This may be because I am the senior administrative justice of this Court in Edmonton. These documents frequently purport to 'bind' or 'notify' me of various OPCA schemes and obligations. I review this correspondence as a facet of my administrative judicial duties. Though no doubt unintentional, these materials are a useful and direct way to investigate certain OPCA schemes and strategies, and provide a plethora of characteristic OPCA litigation 'fingerprints'.

4. Mr. Meads Faces No Unexpected Sanction

[58] Mr. Meads does not face any sanction or other negative consequence flowing from these Reasons. To date, I have not accepted any of his materials or submissions and he is aware of that. These Reasons do not put him at greater risk for his prior activities. However, to be clear, my decision to direct disclosure does anticipate sanctions for non-compliance, that should be of no surprise to Mr. Meads.

[59] In fact, Mr. Meads can only benefit from a comprehensive response by this Court. Through these Reasons, Mr. Meads is now on notice of how Canadian courts have responded to OPCA litigation and litigants. The more thorough my explanation of that, the better.

III. Overview of these Reasons

[60] The remainder of these Reasons address aspects of the OPCA phenomenon, and the courts' responses, closing with the application of these Reasons to the Meads litigation. There are four main parts to these Reasons:

The OPCA Phenomenon

[61] This part of the Reasons is a detailed review of the OPCA community, its membership, organization, and known history. It sets out the Court's understanding of persons who affiliate with OPCA concepts, what traits they do and do not share, and how they organize themselves.

[62] This community has "guru" leader, and follower / customer, cohorts. Groups of persons who have similar beliefs join together into "movements". Known gurus and movements are identified and described.

Indicia of OPCA Litigants, Litigation, and Strategies

[63] The documentary material and in-court conduct of OPCA litigants involves very unusual and stereotypic motifs. The second part of these Reasons identifies these 'fingerprints' that characterize OPCA activities. The problematic character of OPCA litigation and litigants may warrant special court procedures; some possibilities are surveyed.

Judicial Response to OPCA Concepts and Arguments

[64] This part of the Reasons surveys existing caselaw that reports and rejects OPCA strategies and concepts. Those strategies and concepts are grouped by their shared themes and mechanisms. The theoretical basis and operation of certain more elaborate OPCA schemes are examined in detail.

[65] No Canadian court has accepted an OPCA concept or approach as valid. This part of the decision identifies a common basis to reject these ideas as a category: they directly attack the inherent jurisdiction of Canadian courts. That fact is also a basis for why OPCA schemes are inherently vexatious, and provide evidence that may potentially lead to orders for contempt of court. Remedies for OPCA litigation and litigation strategies are reviewed.

Summary and Direction

[66] There is no place in Canadian courts for anyone who advances OPCA concepts. The last part of these Reasons suggests how judges, lawyers, and litigants may respond to persons who adopt and advance th ese concepts. I also comment directly to those in the OPCA community - both gurus and their followers - with the hope that these Reasons will lead them to more productive and successful interaction with the courts, government, and their fellow citizens.

IV. The OPCA Phenomenon

[67] I will first engage in an overview of the OPCA community, its composition, and their concepts. Certain of these observations are generalizations that flow from the more specific examples and materials that make up the bulk of these Reasons. In other instances, this information reflects the experiences of justices of this Court that have come to my attention as the supervising administrative Justice of this Court.

[68] Members in the OPCA community appear surprisingly unified by their methodology and objectives. They are otherwise diverse. OPCA litigants appearing in our Court may be anything from educated professionals to retired senior citizens. They may be wealthy or poor. The famous are not immune; for example the American action movie actor Wesley Snipes adopted OPCA techniques in an attempt to defeat his income tax obligations: ***United State v. Wesley Trent Snipes et al.***, No. 5:06-cr-00022-WTH-GRJ-1 (U.S.D.C. M.D. Fl., February 1, 2008). Snipes presently is serving a three year prison sentence for income tax evasion.

[69] In Canada, this category of litigation traces into the late 1990's, representing the spread of concepts that emerged much earlier in the United States. Our Court's experience has been that persons involved in the OPCA community often hold highly conspiratorial perspectives, but there is no consistency in who is the alleged hidden hand. Another uniform OPCA characteristic appears to be a belief that ordinary persons have been unfairly cheated, or deceived as to their rights. This belief that the common man has been abused and cheated by a hidden hand seems to form the basis for OPCA community members perceived right to break 'the system' and retaliate against 'their oppressors'.

[70] These Reasons in many instances identify reported caselaw that comments on OPCA litigants, OPCA gurus, and their misconduct. It should be understood that the reported caselaw is the proverbial tip of the iceberg. The vast majority of encounters between this Court and OPCA litigants are not reported. These litigants and their schemes have been encountered in almost all areas of law. They appear in chambers, in criminal proceedings, initiate civil litigation based on illusionary OPCA rights, attempt to evade court and state authority with procedural and defence-based schemes, and interfere with unrelated matters.

[71] OPCA strategies as brought before this Court have proven disruptive, inflict unnecessary expenses on other parties, and are ultimately harmful to the persons who appear in court and attempt to invoke these vexatious strategies. Because of the nonsense they argue, OPCA litigants are invariably unsuccessful and their positions dismissed, typically without written reasons. Nevertheless, their litigation abuse continues. The growing volume of this kind of vexatious litigation is a reason why these Reasons suggest a strong response to curb this misconduct.

[72] Beyond that, these are little more than scams that abuse legal processes. As this Court now recognizes that these schemes are *intended* for that purpose, a strict approach is appropriate when the Court responds to persons who purposefully say they stand outside the rules and law, or who intend to abuse, disrupt, and ultimately

break the legal processes that govern conduct in Canada. The persons who advance these schemes, and particularly those who market and sell these concepts as commercial products, are parasites that must be stopped.

[73] A critical first point is an appreciation that the concepts discussed in these Reasons are frequently a commercial product, designed, promoted, and sold by a community of individuals, whom I refer to as "gurus". Gurus claim that their techniques provide easy rewards – one does not have to pay tax, child and spousal support payments, or pay attention to traffic laws. There are allegedly secret but accessible bank accounts that contain nearly unlimited funds, if you know the trick to unlock their gates. You can transform a bill into a cheque with a stamp and some coloured writing. You are only subject to criminal sanction if you *agree* to be subject to criminal sanction. You can make yourself independent of any state obligation if you so desire, and unilaterally force and enforce demands on other persons, institutions, and the state. All this is a consequence of the fact gurus proclaim they know secret principles and law, hidden from the public, but binding on the state, courts, and individuals.

[74] And all these "secrets" can be yours, for small payment to the guru.

[75] These claims are, of course, pseudolegal nonsense. A judge who encounters and reviews OPCA concepts will find their errors are obvious and manifest, once one strips away the layers of peculiar language, irrelevant references, and deciphers the often bizarre documentation which accompanies an OPCA scheme. When reduced to their conceptual core, most OPCA concepts are contemptibly stupid. Mr. Meads, for example, has presented the Court with documents that appear to be a contract between himself, and himself. One Mr. Meads promises to pay for any liability of the other Mr. Meads. One owns all property, the other all debts. What is the difference between these entities? One spells his name with upper case letters. The other adds spurious and meaningless punctuation to his name. Mr. Meads (with punctuation) is the Mr. Meads who appeared in court. He says the Mr. Meads (all capitals) is the one who should pay child and spousal support.

[76] So where is that Mr. Meads (all capitals)? At one point in the June 8 hearing Mr. Meads said that Mr. Meads (all capitals) was a "corporate entity" attached to his birth certificate. Later, he told me that the other Mr. Meads was a "person" - and that I had created him! Again, total nonsense.

[77] The bluntly idiotic substance of Mr. Mead's argument explains the unnecessarily complicated manner in which it was presented. OPCA arguments are never sold to their customers as simple ideas, but instead are byzantine schemes which more closely resemble the plot of a dark fantasy novel than anything else. Latin maxims and powerful sounding language are often used. Documents are often ornamented with many strange marking and seals. Litigants engage in peculiar, ritual-like in court conduct. All these features appear necessary for gurus to market OPCA schemes to their often desperate, ill-informed, mentally disturbed, or legally abusive customers. This is crucial to understand the non-substance of any OPCA concept or strategy. The story and process of a OPCA scheme is not intended to impress or convince the Courts, *but rather to impress the guru's customer*.

[78] Mediaeval alchemy is a helpful analogue. Alchemists sold their services based on the theatre of their activities, rather than demonstrated results, or any analytical or systematic methodology. OPCA gurus are modern legal alchemists. They promise gold, but their methods are principally intended to impress the gullible, or those who wish to use this drivel to abuse the court system. Any lack of legal success by the OPCA litigant is, of course, portrayed as a consequence of the customer's failure to properly understand and apply the guru's special knowledge.

[79] Caselaw that relates to Gurus, reviewed below, explains how gurus present these ideas in seminars, books, websites, and instructional DVDs and other recordings. They provide pre-prepared documents, which sometimes are government forms, and instruct how to fill in the necessary information that then produces the desired effects. Gurus write scripts to follow in court. Some will attempt to act as your representative, and argue your case.

[80] When gurus do appear in court their schemes uniformly fail, which is why most leave court appearances to their customers. That explains why it is not unusual to find that an OPCA litigant cannot even explain their own materials. They did not write them. They do not (fully) understand them. OPCA litigants appear, engage in a court drama that is more akin to a magic spell ritual than an actual legal proceeding, and wait to see if the court is entranced and compliant. If not, the litigant returns home to scrutinize at what point the wrong incantation was uttered, an incorrectly prepared artifact waved or submitted.

A. Characteristics of OPCA Group Members

[81] As is illustrated in the specific examples that follow, persons who adopt OPCA ideas may come from practically any part of society. OPCA ideas appear to be developed in social groups. For example, this Court has often observed 'supporters' attending OPCA litigation hearings. OPCA litigants frequently say they work or study in groups. Mr. Meads mentioned he studies the law with a number of other persons with similar interests. Internet forums are clearly important mechanisms by which OPCA litigants and those interested in OPCA concepts discuss and plan their activities. OPCA litigants and gurus often appear to prefer to communicate and broadcast their ideas with video recordings made available on the "www.youtube.com" website.

[82] This Court and the reported caselaw indicates that OPCA litigants and gurus do not have a particular political orientation. Intriguingly, the same concepts and mechanisms are advanced by both persons who hold perspectives that are alternatively extremely right wing (for example: ***R. v. Warman***, 2001 BCCA 510; ***Warman v. Warman***, 2005 CHRT 36; ***Warman v. Warman***, 2005 CHRT 43) or extremely left wing (for example: ***Jackson v. Canada (Customs and Revenue Agency)***, 2001 SKQB 377 at para. 21, 210 Sask.R. 285). They use the same 'techniques' but each has a different backstory or context for that methodology.

[83] Other OPCA litigants proclaim bizarre alternative histories which have no obvious or explicit political affiliations, for example: ***Henry v. Starwood Hotels***, 2010 ABCA 367, leave refused [2010] S.C.C.A. No. 475; ***Henry v. El***, 2010 ABCA 312, leave refused [2011] S.C.C.A. No. 138. Some, like Mr. Meads, frame their beliefs in a religious context, for example: ***Bloom v. Canada***, 2011 ONSC 1308; ***Sandri v. Canada (Attorney General)***, 2009 CanLII 44282, 179 A.C.W.S. (3d) 811 (Ont. Sup. Ct. J.); ***Pappas v. Canada***, 2006 TCC 692, [2006] G.S.T.C. 161; ***R. v. Lindsay***, 2011 BCCA 99, 302 B.C.A.C. 76, leave refused [2011] S.C.C.A. No. 265.

[84] The alternative history and conspiracy stories that cloak various different groups of OPCA litigants may be very different, but the caselaw and this Court's experience increasingly points to these apparently disparate groups making the exact same pseudolegal arguments. The only ideology, such as it is, that unifies these litigants and their leaders is a belief that they should be immune from obligations.

B. The OPCA Guru

[85] These Reasons will survey a number of known OPCA gurus, and their activities. In summary, the guru class are nothing more than conmen. Gurus are the usual source of new OPCA concepts, though more often their novel contribution is to simply create a variation on or repackage a pre-existing strategy, perhaps changing language or putting in some particular twist to a concept. Gurus seem to borrow extensively from one another. For example, its appears that parts of a document filed in one OPCA matter may be reproduced in another proceeding. An excellent example of that is the 'fee schedule' attached to these Reasons. Identical language is reproduced in materials discussed in ***Szoo v. Canada (Royal Canadian Mounted Police)***, 2011 BCSC 696.

[86] The caselaw indicates that gurus adopt a number of strategies. One is that they provide materials, such as seminars, books, and DVDs, that explain the theoretical context of their ideas, and demonstrate the application of those ideas for the benefit of their customers. These commercial products may include items such as form documents, scripts, and other materials that can be used in court, sent to government actors, or used in litigation. Some OPCA gurus hold seminars to promote the materials they sell. Many have Internet web pages that serve the same function.

1. Russell Porisky and the Paradigm Education Group

[87] Typically, this Court has learned about gurus and their activities from the perspective of an outside observer. For example, in court, justices see litigants identify certain persons who provide assistance or guidance to an OPCA litigant. Some gurus have appeared before justices of this Court and have directed (or appear to direct) the OPCA litigant's conduct, or attempt to represent the OPCA litigant.

[88] Recently, a more complete window into the operations of an OPCA guru and his customer base has been provided by the trial and conviction (***R. v. Porisky***, 2012 BCSC 67, 2012 D.T.C. 5037 ["***Porisky Trial Decision***"]) and sentencing (***R. v. Porisky***, 2012 BCSC 771 ["***Porisky Sentencing Decision***"]) of Russell Porisky and Elaine Gould for tax evasion and counseling others to commit fraud. ***R. v. Sydel***, 2006 BCPC 346 also reports on the Porisky operation but from the perspective of one customer, a dentist. These cases provide many details on how an OPCA scheme operates.

[89] Porisky operated a business, named “The Paradigm Education Group”, that advanced a concept that it was possible for a potential taxpayer to:

> ... structure their affairs so that they were a “natural person, working in his own capacity, under a private contract, for his own benefit”. Paradigm taught that money earned under this arrangement was exempt from income tax.
>
> (***Porisky Trial Decision***, at para. 1)

[90] Porisky claimed this was in response to a banking conspiracy:

> He founded what he eventually called The Paradigm Education Group to “create a structure that everyone could work together in to save the country from a foreign parasite”. The foreign parasites were the international bankers who were, directly or indirectly, responsible for the income tax system.
>
> (***Porisky Trial Decision***, at para. 38)

[91] Porisky taught that the Canada Revenue Agency had tricked persons into believing there was an obligation to pay tax, and further that taxation is slavery, serfdom, and contrary to the *Canadian Bill of Rights*: para. 111. Justice Myer helpfully isolates representative examples of the alternative reality and rhetoric Porisky directed to his customers in the Appendix to the trial decision. It is typical that a guru will frame his or her arguments in a conspiratorial context, and claim that the potential customer has been cheated. The state is an enemy and oppressive. A few sample passages illustrate Porisky’s perspective on the world:

> ... When I was a good slave I dismissed my thoughts because I was taught that I was incapable of understanding the superior wisdom of my elected officials. The more I studied though, the freer my mind grew and the clearer it became. They never had some kind of superior wisdom as I had been taught, in fact it became painfully clear that many of them could not or would not even think for themselves ...
>
> ...
>
> As far as propaganda goes, the “National Post” article was a great textbook example of promoting a victim mentality. It seems to stimulate sympathy for our poor federal government, while painting everyone who doesn’t submit to their national plundering program as a criminal. Nevertheless, it was a great read, I laughed, I cried and I’ll definitely want to read it again when I feel like being shamed into feeling that I should waive my natural rights so our government can keep its trough full enough to ensure their fiscal mismanagement can continue unabated.
>
> ...
>
> This mental shift toward total government dependence is what will allow the implementation of the banker’s ultimate agenda, a New World Order run by a One World Government that they control.
>
> ...
>
> ... The choice is yours, but consider this, ignorance may be bliss, but it costs you plenty.

[92] I will not review the basis on why Porisky’s “natural person” scheme is incorrect, as this question is thoroughly dissected in reported cases including: ***R. v. Klundert***, 2008 ONCA 767 at para. 19, 93 O.R. (3d) 81, leave denied [2008] S.C.C.A. No. 522; ***R. v. Lindsay***, 2011 BCCA 99 at para. 27, 302 B.C.A.C. 76, leave refused [2011] S.C.C.A. No. 265; ***R. v. Pinno***, 2002 SKPC 118 at paras. 12-13, 15-16, [2003] 3 C.T.C. 308; ***Kennedy v. Canada (Customs and Revenue Agency)***, 2000 CanLII 22837 (ON SC), [2000] 4 C.T.C. 186, 2000 D.T.C. 6524 (Ont. Sup. Ct. J.); and ***Porisky Trial Decision*** at paras. 58-61.

[93] Porisky and Paradigm advanced this scheme on a commercial basis. Porisky operated a website, and sold instructional materials such as books and DVDs: ***Porisky Trial Decision***, at para. 39. Porisky also conducted seminars where he changed a fee (at para. 39), and provided levels of training and exams (at paras. 101-105). Paradigm operated as something of a pyramid scheme; Porisky also qualified “educators” to further proselytize his approach: ***Porisky Trial Decision***, at paras. 39, 106. At least one of these educators is now also the subject of

criminal litigation: ***R. v. Lawson***, 2012 BCSC 356, at para. 21, as are other participants in the Porisky tax evasion ring: ***R. v. McCartie***, 2012 BCSC 928. Many other persons who used Porisky's techniques have already been convicted of tax evasion: ***Porisky Trial Decision***, at para. 63.

[94] Additionally, and in what can only be described as an exercise in pure arrogance, Porisky demanded 7% of the next two years income from his subscribers in exchange for his or his educator's assistance: ***Porisky Trial Decision***, at para. 40. The tax liberator had become a tax collector.

[95] The pseudolegal basis for Porisky's claims is very representative of how OPCA arguments are rationalized and explained by their proponents. Statutes, caselaw (often foreign or obsolete), legal platitudes and definitions (again often foreign or obsolete), political ideology, and conspiracy, were strung together into a loose cloud that pointed to a desired result. Justice Myers eloquently described this process at para. 67 of the trial decision:

> Mr. Porisky's analysis picks and chooses snippets from various statutes and cases, and attempts to create logical links where none exist. It is, in effect, legal numerology.

[96] It is important at this point to again stress the audience for Porisky's ideas. That was not the courts, government actors, *but his clientele*. What mattered was that his customer base believe and then pay for his services.

[97] Porisky was convicted and sentenced for having personally evaded taxes, and having aided and abetted the evasion of income tax. Justice Myers rejected a disclaimer by Porisky that his ideas, materials, and advice were for "educational purposes only": ***Porisky Trial Decision***, at para. 98. Porisky had gone so far as to prepare (unsuccessful) legal arguments for one of his clients who had been sued for tax evasion. Porisky then analyzed that result, and told his subscribers why the client's conviction was "ambiguous" and "... just another desperately needed bowl of propaganda pabulum for public consumption, to keep the masses asleep and enslaved ..." [sic]: paras. 118-121.

[98] In total, Porisky's guru activities led to substantial tax evasion, which was difficult to quantify with precision: ***Porisky Sentencing Decision***, at paras. 38-40. He had approximately 800 "students" who applied his scheme: at para. 40. A 4.5 year prison sentence was ordered: para. 57.

2. Other Canadian Gurus

[99] Porisky's guru activities are far from unique in Canada. A number of other gurus have been the subject of reported decisions, or have become directly known to this Court.

a. David Kevin Lindsay

[100] For over a decade David Kevin Lindsay ["Lindsay"] (usually styled David-Kevin: Lindsay) has been involved in OPCA type activities as a guru and litigant. He has repeatedly personally challenged various aspects of tax legislation and the authority of the Canadian state and courts: ***R. v. Lindsay***, 2004 MBCA 147, 187 Man.R. (2d) 236; ***R. v. Lindsay***, 2006 BCSC 188, 68 W.C.B. (2d) 718, affirmed 2007 BCCA 214; ***R. v. Lindsay***, 2006 BCCA 150, 265 D.L.R. (4th) 193; ***R. v. Lindsay***, 2008 BCCA 30, 250 B.C.A.C. 270; ***R. v. Lindsay***, 2011 BCCA 99, 302 B.C.A.C. 76, leave refused [2011] S.C.C.A. No. 265. In 2008 he was sentenced to 150 days imprisonment for failure to file income tax returns: ***R. v. Lindsay***, 2008 BCPC 203, [2009] 1 C.T.C 86, affirmed 2010 BCSC 831, [2010] 5 C.T.C. 174, affirmed 2011 BCCA 99, 302 B.C.A.C. 76, leave refused [2011] S.C.C.A. No. 265.

[101] OPCA concepts that Lindsay has promoted include:

1. various deficiencies in judicial oaths prohibit court action: ***R. v. Lindsay***, 2006 BCSC 188 at paras. 30-38, 68 W.C.B. (2d) 718, affirmed 2007 BCCA 214;

2. that the relationship between the state and a person is a contract, and one can opt out of that contract: ***R. v. Lindsay***, 2011 BCCA 99 at para. 32, 302 B.C.A.C. 76, leave refused [2011] S.C.C.A. No. 265;

3. that the obligation to pay income tax is one such agreement: ***R. v. Lindsay***, 2011 BCCA 99 at para. 31, 302 B.C.A.C. 76, leave refused [2011] S.C.C.A. No. 265;

4. legislation, the common-law, and court principles and procedures are trumped by “God’s Law” and other divinely ordained rules and principles: ***R. v. Lindsay***, 2011 BCCA 99 at para. 31, 302 B.C.A.C. 76, leave refused [2011] S.C.C.A. No. 265;

5. the same natural person argument advanced by Porisky: ***R. v. Lindsay***, 2011 BCCA 99 at para. 27, 302 B.C.A.C. 76, leave refused [2011] S.C.C.A. No. 265;

6. that an aspect of the 1931 *Statute of Westminster* meant all post-1931 government legislation and action is unauthorized: ***R. v. Lindsay***, 2004 MBCA 147 at para. 32, 187 Man.R. (2d) 236; and

7. that the *Magna Carta* has super-constitutional status and restricts state and court action: ***R. v. Lindsay***, 2008 BCCA 30 at paras. 19-21, 250 B.C.A.C. 270.

[102] Lindsay holds seminars (for pay) to teach his beliefs. ***R. v. Dick***, 2002 BCCA 27, 163 B.C.A.C. 62, leave refused [2002] S.C.C.A. No. 128 provides a useful review of those activities and the manner in which Lindsay promotes himself:

> 10 Further, there is evidence that Mr. Lindsay has, in this province, been advertising himself as an expert on legal matters or permitting others to do so on his behalf. In advance of a recent "seminar" that he instructed, he was described in an Internet notice (essentially promotional material for the seminar) as "Canada's foremost freedom expert on the secrets of laying criminal charges against government officials." The notice continued:
>
> > Dave will examine some of the common law, principles and obligations as well as some of the rights and freedoms we have there under. Included will be answers to pertinent and repeatedly asked questions involving our RIGHT to use the highways, how this right has been denied to us, how the courts have self-admittedly been a part of this fraud, what happens with insurance, and how the Charter of Rights and Freedoms does not protect you.
>
> You will learn how the criminal process works, Dave will be explain [sic] how one can lay their own private criminal charges against anyone in the country, including government ministers, CCRA and other government officials, and even police officers ...
>
> 11 According to other material published on the Internet, Mr. Lindsay has also negotiated an “exclusive agreement” with a publisher:
>
> > ... to work with our subscribers as a court procedure assistant. Whether it means getting help in drafting up court documents correctly, how to lay charges against government agents or how to deal with your own lawyer more effectively, Lindsay has the solution. ...
> >
> > Lindsay has been involved in court procedures literally hundreds of times, for both defendant and plaintiff's challenges, or for filing court documents on their behalf. Lindsay is not a "lawyer" but has the ability to act as an "agent" for anyone who has to go to court and wishes to do so without spending a fortune on lawyer fees.
> >
> > We have arranged to make Lindsay available for one-on-one telephone assistance to any Canadian who needs help with court challenges or wishes to learn how to deal with court challenges for their own benefit.
>
> [Emphasis added.]

[103] As is typical of most recent gurus, Lindsay also advertises his services on an Internet website: ***British Columbia (Attorney General) v. Lindsay***, 2007 BCCA 165 at para. 15, 238 B.C.A.C. 254.

[104] Sadly, some persons have taken up that offer. Lindsay has a history of advising and representing persons who advance his schemes (***Superior Filter Recycling Inc. v. Canada***, 2005 TCC 638, 2005 D.T.C. 1426; ***R. v. Meikle***, 2008 BCPC 265 at para. 5, [2009] 1 C.T.C. 184, affirmed 2009 BCSC 1540, [2010] 2 C.T.C. 76, affirmed

on other grounds 2010 BCCA 337, 2010 D.T.C. 5140; ***Coulbeck v. University of Toronto***, [2005] O.J. No. 4003 (QL), 142 A.C.W.S. (3d) 889 (Ont. Sup. Ct. J.); ***Coulbeck v. University of Toronto***, [2005] O.J. No. 5688 (QL), 145 A.C.W.S. (3d) 393 (Ont. Sup. Ct. J.); ***R. v. Dick***, 2000 BCPC 221, [2003] 1 C.T.C. 277 (and related proceedings); ***R. v. J.B.C. Securities Ltd.***, 2003 NBCA 53 at para. 9, 261 N.B.R. (2d) 199; ***Canadian Western Bank v. Ricci***, 2003 CanLII 45381 (Ont. Sup. Ct.); ***R. v. Gibbs***, 2002 BCPC 703, [2006] 3 C.T.C. 307; ***Kennedy v. Canada (Customs and Revenue Agency)***, 2000 CanLII 22837 (ON SC), [2000] 4 C.T.C. 186, 2000 D.T.C. 6524 (Ont. Sup. Ct. J.); ***Audcent v. Maleki***, 2006 ONCJ 401, [2007] 1 C.T.C. 212 (and related proceedings); ***Canada v. Galbraith***, 2001 BCSC 675, 54 W.C.B. (2d) 504; ***R. v. Warman***, 2001 BCCA 510)), though he has been denied that role in a number of jurisdictions, including the Alberta Court of Queen's Bench (***R. v. Main***, 2000 ABQB 56, 259 A.R. 163; ***Hill v. Hill***, 2008 SKQB 11 at paras. 29-30, 306 Sask.R. 259; ***Warman v. Icke***, [2009] O.J. No. 3482 at para. 1 (QL), 2009 CanLII 43943; ***Ambrosi v. Duckworth***, 2011 BCSC 1582; ***Superior Filter Recycling Inc. v. Canada***, 2006 FCA 248, [2006] 5 C.T.C. 85; ***R. v. Linehan***, 2000 ABQB 815, 276 A.R. 383).

[105] He has been declared a vexatious litigant: ***British Columbia (Attorney General) v. Lindsay***, 2007 BCCA 165, 238 B.C.A.C. 254, leave refused [2007] S.C.C.A. No. 359; ***Manitoba (Attorney General) v. Lindsay***, 2000 MBCA 11, 145 Man.R. (2d) 187. Lindsay frequently initiates legal proceedings and files private informations to harass lawyers, Canada Revenue Agency employees, and court sheriffs: ***British Columbia (Attorney General) v. Lindsay***, 2007 BCCA 165 at paras. 11-14, 27, 238 B.C.A.C. 254.

[106] Lindsay's misconduct goes further. Lindsay was, at a minimum, a "cheerleader" for an attempt by OPCA litigants to 'arrest' an Alberta Provincial Court judge during a hearing: ***R. v. Main***, at para. 8. He persistently filed ungrounded complaints against judges: ***R. v. Main***, at paras. 18, 28-29. He alleged judicial and state corruption: ***R. v. Main***, at paras. 25-26. His activities are "... a wrongheaded, destructive, malicious use of the justice system by the defendant to effect a purpose which is the very antithesis of that which the section intends ..." [emphasis added]: ***Manitoba (Attorney-General) v. Lindsay*** (1997), 1997 CanLII 22807 (MB QB), 120 Man.R. (2d) 141, 13 C.P.C. (4th) 15 (Man. Q.B.), varied on other grounds 2000 MBCA 11, 145 Man.R. (2d) 187.

[107] Lindsay's rhetoric is also documented. ***R. v. Lindsay***, 2004 MBCA 147 at para. 35, 187 Man.R. (2d) 236 provides a review:

> The appellant's court filings abound with unfounded and scurrilous accusations of "corruption and criminal activity at all levels of the justice and political levels," "unlawful Gestapo [S]earches," "unlawful court fees for justice" and judges who "wilfully violated a court order" and "participated in the cover up." Even on the first page of his notice of appeal we find this gratuitous and insulting greeting:
>
> > I'm Baaaack!!
> >
> > And you thought I was gone! NOT! I still demand the rule of law be obeyed -
> >
> > If you know how.
>
> The appellant takes issue with words such as "scandalous, vexatious, frivolous, and irrelevant" that the motions judge used in describing portions of his affidavit and brief. That description was clearly invited and justified by the tenor of his material.

[108] Those justices of the Alberta Queen's Bench who have encountered OPCA litigants and gurus can attest this conduct is unexceptional.

b. John Ruiz Dempsey

[109] Sometimes OPCA gurus claim to be lawyers. A particularly troubling set of reported decisions from British Columbia relate to John Ruiz Dempsey ["Dempsey"], or as he styles himself, "John-R: Dempsey". Dempsey's claims to be a lawyer were spurious, as is explained in ***Law Society of British Columbia v. Dempsey***, 2005 BCSC 1277 at para. 22, 142 A.C.W.S. (3d) 346, affirmed 2006 BCCA 161, 149 A.C.W.S. (3d) 735:

> Mr. Dempsey is not, and never has been, a member of the Law Society. He states that this is so as a matter of choice. Due to what he considers the Law Society's monopoly on the word "lawyer" and the negative regard with which lawyers are held, Mr. Dempsey has taken instead to referring to himself as a "forensic litigation specialist". He advised the Court that he has a law degree and a degree in

> criminology; he also uses the designations LL.B and BSCr. on his personal website and in correspondence. There is, however, no evidence before the Court that he has had any such education or training. Documents from the Supreme Court of the Philippines and the Integrated Bar of the Philippines indicate that Mr. Dempsey has never been qualified to practice law in that country.

[110] Dempsey advertised his 'services' with a webpage entitled "The People v. The Banks: The Greatest Battle". ***Law Society of British Columbia v. Dempsey*** recounts Dempsey's activities, and they make a sorry tale. He initiated lawsuits in his own name, which were uniformly unsuccessful, except for waiver of court fees due to his indigent status: para. 25. Dempsey filed a succession of improper and related lawsuits and judicial reviews that led to him being declared a vexatious litigant: ***Dempsey v. Casey***, 2004 BCCA 395 at paras. 36-38, 132 A.C.W.S. (3d) 833. Dempsey made numerous law society and police complaints (para. 44) and alleged (para. 43) that the judge presiding over the ***Law Society of British Columbia v. Dempsey*** proceeding:

> ... had conscientiously, arbitrarily, capriciously, deliberately, intentionally, and knowingly engaged in conduct in violation of the Supreme Law of the Land, in violation of her duty under the law, in 'fraud upon the court' and to aid and abet others in criminal activity, thus making herself a principal in the criminal activity.

[111] Denied personal and direct access to the courts, Dempsey turned to the practice of law, and acted as an "agent" in 10 civil actions that largely involved persons attempting to avoid debts owed to financial institutions (para. 47) and a number of labour matters (para. 51). In addition to what might be classified as 'conventional' claims, Dempsey advanced a collection of arguments, including:

1. an 'A4V' 'money for nothing' scheme,

2. immunity on the basis of religious authority,

3. a peculiar concept that debts only relate to 'hard money', which seems to mean physical cash, and

4. that tax or liability only attaches to a "corporate name" and not a physical person.

(***Dempsey v. Envision Credit Union***, 2006 BCSC 750, 151 A.C.W.S. (3d) 204; ***Dempsey v. Envision Credit Union***, 2006 BCSC 1324, 60 B.C.L.R. (4th) 309; ***Gravlin et al. v. Canadian Imperial Bank of Commerce et al,*** 2005 BCSC 839, 140 A.C.W.S. (3d) 447; ***Ancheta v. Joe***, 2003 BCSC 93, 11 B.C.L.R. (4th) 348; ***Ancheta v. Joe***, 2003 BCSC 1597, 20 B.C.L.R. (4th) 382; ***Ancheta v. Joe***, 2003 BCSC 529, 121 A.C.W.S. (3d) 1070; ***Ancheta v. Joe***, 2005 BCCA 232, 213 B.C.A.C. 21; ***Ancheta v. Kropp***, 2004 BCSC 60, 128 A.C.W.S. (3d) 175).

[112] The British Columbia Court of Appeal in ***Ancheta v. Joe***, 2005 BCCA 232 at para. 7, 213 B.C.A.C. 21, noted the defiant and uncooperative attitude typically expressed during this litigation, including the following:

> The court can dismiss the Plaintiff's claims a thousand times, but unless the defendants can prove that claims have no merits, the Plaintiff reserves the right to keep re-filing his claims. This is trite law.

[113] Dempsey also initiated a total of six class actions (***Law Society of British Columbia v. Dempsey***, at paras. 73-83), directed at a variety of targets, including a government operated school for girls, a number of financial institutions, and the Government of Canada. The last action is described in this way at para. 81:

> This action challenges the validity of the federal Income Tax Act and alleges that the defendants, in collecting taxes in reliance on this "non-existent and bogus federal statute", have engaged in illegal taxation, fraudulent misrepresentation, extortion, breach of trust, treason, enterprise corruption, slavery, conversion, misappropriation of funds and other crimes against the people of Canada. The proposed class comprises "all persons within or without Canada who have been the subject of a colossal national tax collection scheme wherewith the people of Canada, inter-alia were systematically robbed, defrauded, enslaved, imprisoned, arrested, fined, maliciously prosecuted, and tortured. The class is intended to include all persons who are 'tax payers' within the meaning of the impugned Income Tax Act."

[114] ***Law Society of British Columbia v. Dempsey***, at paras. 84-103, summarizes affidavit evidence of those who entrusted their legal actions to Dempsey. The accounts make painful reading, as it becomes apparent that certain litigants had been deceived as to Dempsey's true status, and that their potentially legitimate claims had been

compromised by Dempsey's activities. It is telling that Dempsey sued in defamation when one of his former clients made her experiences public: para. 90.

[115] Dempsey alleged the legal profession is an unjust monopoly, and in his submissions and website engaged in the kind of rhetoric sadly typical of OPCA gurus, for example:

> Due process as defined by most Judges: "First, decide how we want the case to go. Second, formulate a legal logic to support our decision. Third, manipulate, dissect or eliminate the facts and evidence to support our decision. Then the rubber stamp doctrine of "judicial discretion" will prevent most decisions from being overturned."
>
> ...
>
> Just hang in there, truth and justice will prevail. I know this will be difficult for as long as the legal industry is being run by monopolistic societies supported by corrupt politicians and judges. These corrupt entities have no power over us until we surrender it to them. They can all kiss my ass for all I'm concerned.

[116] Dempsey also orchestrated in-court misconduct. Justice Garson reports in ***Dempsey v. Envision Credit Union*****,** 2006 BCSC 1324 at paras. 16-24, 60 B.C.L.R. (4th) 309 that persons in the public gallery would engage in "... chanting, disrespectful comments ..." that she concluded were "... tactics employed to frustrate the legitimate hearing of the applications and were deliberate, planned in advance, and well rehearsed."

[117] Dempsey then posted his account of that online:

> 16. ... The events of February 27, 2006, were recounted by Mr. Dempsey in an internet blog attached as an exhibit to affidavits filed on this application for special costs in following way:
>
> > The People shut the court down after about twenty minutes into the hearing scheduled to be heard on February 27, 28 and March 1, 2006. After intensive questioning by the People represented by John-Ruiz: Dempsey, Pavel-N: Darmantchev, Pedro Liong and Otto Luinenburg, the presiding judge, Nicole Garson got out of the courtroom and left after she gave the Sheriff an order to clear the courtroom. Game over, the banks' motion to dismiss the People's claim will not be heard - at least for now.
>
> 17. The "intensive questioning" referred to in the internet blog was a question as to whether I was a public civil servant chanted over and over again.

[118] Other times litigants did not attend (paras. 18-19) and "... the supporters in the gallery rose in what was clearly an orchestrated response and began reciting the Lord's Prayer aloud." (para. 24). Dempsey also wrote the opposing parties that (para. 35):

> ... We the People are sick and tired of being pushed around by public servants who have betrayed their oaths.
>
> You people have to stop thinking that we the People are stupid that you can just set us up and heard us into a judicial holocaust and gas us all in Garson's chamber.
>
> And just because you have sold yourselves to devil doesn't mean that you now the right to call our legitimate and righteous claim frivolous and vexatious. The whole world is watching. All you have to do is type my name in a search engine and you will see that no one but you have agreed to label our claims frivolous and vexatious. Of course the love for money makes everything right. What is at stake here is more than money.
>
> ...
>
> I would advice you not to underestimate the People anymore. February 27, 2006 is nothing compared to what may happen if you invoke the People's wrath.

> This matter can be resolved quickly out of court if you honestly concern yourselves with the best interests of your clients. Again, I leave that up to you. [sic]

[119] Justice Garson ordered that Dempsey be personally liable for special costs along with the plaintiffs, as he was a person who instigated and guided "money for nothing" litigation: paras. 46, 48, 60. Dempsey also has been denied permission to represent OPCA litigants on the basis of his history of misconduct: ***Gravlin et al. v. Canadian Imperial Bank of Commerce et al,*** 2005 BCSC 839, 140 A.C.W.S. (3d) 447.

[120] Dempsey's advice and representation had substantial costs for four of his clients and himself. ***People of Canada v. Envision Credit Union; Dempsey v. Envision Credit Union***, 2007 BCSC 1276, 160 A.C.W.S. (3d) 962 reports a cost award totalling $92,850.00. This seems to be the last reported action that involves Dempsey, though his webpage remains.

c. Robert Arthur Menard

[121] Robert Arthur Menard ["Menard"] (typically styled "Robert-Arthur: Menard") is the subject of less case commentary. He is associated with the Freeman-on-the-Land OPCA movement, and identifies himself as such: ***United States of America v. Emery***, 2005 BCSC 1192 at para. 7, 70 W.C.B. (2d) 37. Menard has attempted to participate in legal actions as an intervener, but was denied that status: ***United States of America v. Emery***. That was an extradition proceeding. Menard's OPCA concepts outlined in that case include:

1. state actors require the consent of persons, any state activity without consent is oppressive;

2. a statute is not law and cannot be the basis for extradition; unlawful conduct is only something such as rape or murder; and

3. Canada had "abdicated" its role in the extradition process and that Menard would represent the interests of Canadians.

[122] Menard's submissions concerning the United States were dramatic:

> The American Prison System and SLAVERY:
>
> Robert-Arthur: Menard will argue that the American prison system has in fact turned into a system amounting to slavery, where prisoners are economically forced to provide labour for corporate entities. Stock in private prisons can even be purchased on the open market and the Prison Industrial System now operating is one very hungry Beast with a growing appetite. It a clear they will always need MORE employees/prisoners/slaves. Furthermore, these corporate enterprises are primarily concerned with profit and not-rehabilitation or re-integration and using punishment as a means of corporate enrichment is cruel and unusual. Speaking of societies, none of the accused are members of the society governed by and under the jurisdiction of the Grand Jury which handed down the Indictment.

[123] In 2008 the British Columbia Supreme Court in ***The Law Society of British Columbia v. Robert Arthur Menard*** (8 January 2008) Vancouver S073719 (B.C.S.C.) granted an order prohibiting Menard from acting as a lawyer and providing legal advice, and receiving compensation for the same.

[124] This Court's review of the Freeman-on-the-Land phenomenon has observed that Menard is associated with or operates a number of "Freeman" Internet websites that market OPCA materials, including the "Canadian Common Corps Of Peace Officers" ("C3PO") (website: http://www.c3po.ca), a group of self-declared and appointed vigilante "peace officers" who:

> ... are the answer to avoiding a police state in Canada. All able bodied and suitable candidates can if they wish be hired to preserve and maintain the public peace under affirmation and contract. In this way the people of Canada can deal with errant or rogue police from the position of a peace officer, and those who are Freemen can exercise their rights without hindrance by existing policy enforcement officers and with the full protection of true peace officers.

These websites also indicate Menard travels and gives seminars, for pay.

d. Eldon Gerald Warman

[125] Eldon Gerald Warman [“Warman”] is a “Detaxer”; he operates the “http://www.detaxcanada.org/” website. Warman typically styles himself via the ‘dash-colon’ motif as “Eldon-Gerald: Warman”. He has a historic association with Lindsay: ***R. v. Warman***, 2001 BCCA 510; ***Warman (Re)***, 2000 ABPC 181, 48 W.C.B. (2d) 194. His stated beliefs combine the “natural man” scheme of Porisky and Lindsay, with an emphasis on historical common law and the interrelationship between the king and society, such as the *Magna Carta*. A helpful survey of Warman’s concepts is found in ***R. v. Warman***, 2001 BCCA 510 at paras. 9-10.

[126] In 2000 Warman had a roadside encounter with a peace officer who attempted to investigate the permit status for Warman’s vehicle. That led to an assault on the officer for which Warman was subsequently convicted: ***R. v. Warman***, 2000 BCPC 22, affirmed 2001 BCCA 510. Warman had denied the officer’s authority because “... issuing tickets at the side of the road is to conduct a roving court not permitted by Section 17 of Magna Carta.”: para. 36. These roadside confrontations between peace officers and OPCA community members are a reported aspect of OPCA litigation, for example in ***R. v. Kaasgaard***, 2011 MBQB 256.

[127] Mr. Warman has been the subject of complaints of racist and anti-Semitic statements that were considered by the Canadian Human Rights Commission: ***Warman v. Warman***, 2005 CHRT 36; ***Warman v. Warman***, 2005 CHRT 43. The other “Warman” here is not a relative but instead is Richard Warman, a person who frequently advances human rights complainants. The former decision at para. 12 reproduces certain relevant passages from the “detaxcanada.org” website:

> YOU ARE BEING SUBJECTED TO HIGH TREASON
>
> Judges are primary factor in this TREASON against the Canadian people
>
> Canadian judges are using an American produced "Anti-Government Movement Guidebook" to deprive sovereign Canadians of their God Given Rights within the de facto corporate commercial Canadian court system - controlled by the Inner Temple of the `City of London, a hostile foreign entity.

[128] The CHRC continues at para. 12:

> The threat is palpable. A box states: "you have a right to use deadly force to stop these unlawful acts against you". There are dark suggestions that the sovereignty of the people should be restored.

[129] Warman’s current status is uncertain. The ‘detaxcanada.org’ website remains, however there is no recent Alberta legal proceeding that involves this person.

e. David J. Lavigne

[130] David J. Lavigne [“Lavigne”], operator of “The Tax Refusal” website (“http://www.taxrefusal.com/”) and founder of the “International Humanity House”, promotes an argument that a person need not pay tax on a moral or conscience basis. The one instance where Lavigne has argued his approach in Federal Court is unreported (see ***Jackson v. Canada (Customs and Revenue Agency)***, 2001 SKQB 377 at para. 21, 210 Sask.R. 285). After that Lavigne attempted to represent several other litigants who adopted his concepts, but without success: ***Jackson v. Canada (Customs and Revenue Agency)***, at para. 40; ***R. v. Reddick***, 2002 SKCA 89, 54 W.C.B. (2d) 646.

[131] Lavigne provides an interesting contrast to Warman. Both adopt almost the exact same pseudolegal arguments, but their ideologies could hardly be more opposite. Lavigne’s perspective is explained in ***Jackson v. Canada (Customs and Revenue Agency)***, at paras. 18-20:

> 18] The plaintiff's claim, as I understand it, is based on the decisions arising out of Nuremberg. The plaintiff submits that as a member nation within the United Nations, Canada is bound to abide by the principles espoused at the trial and judgments of Nuremberg following the Second World War. The plaintiff contends that by participating in the production of materials including Tritium and enriched Uranium, Canada is assisting in the production of thermonuclear weapons or the delivery systems thereof.

[19] Based upon the plaintiff's contention that Canada is participating in the production of these kinds of weapons, the plaintiff submits he is bound by an "unconditional duty" to refuse to support a society that "wilfully participates in plans and preparations that are predicated on a sure and certain will and capacity to commit mass murder". In furtherance of his claim the plaintiff relies on specific provisions of the Criminal Code which forbids anyone from conspiring with any other to do anything that may lead to the murder of any person, or to do anything that involves the will and capacity to commit murder.

[20] Based upon the plaintiff's contention that Canada is on a current agenda to participate in the production of materials and therefore participate in the will and capacity to commit mass murder, the plaintiff has attempted to commence what he refers to as an "opting out" procedure. The procedure involves a membership within an International Humanity House where "Sovereign-Citizens/Natural-Persons" reject the "madness of greed" and embrace "the tenets and credo" of that organization. As part of their membership, the "Sovereign-Citizens/Natural-Persons" refuse to pay taxes of any nature to any and all governments.

[132] The materials filed in ***R. v. Reddick***, at para. 5, express that ideology as a:

> ... claim to having an imprescriptible right and a lawfully compellable duty to forevermore refuse to aid and abet or otherwise assist, fund or support, a society that participates in plans and preparations that are predicated on a sure and certain will and capacity to commit Mass Murder.

[133] Lavigne's webpage '/www.taxrefusal.com' remains and is apparently being updated, though he does not seem to have been involved in further reported litigation.

f. Edward Jay Robin Belanger

[134] Some gurus market themselves as religious authorities. An example is Edward Jay Robin Belanger (typically self-styled as the "minister Edward-Jay-Robin: Belanger") ["Belanger"]. Belanger seems to be the leader or dominant personality in a local Edmonton-area OPCA movement named the "Church of the Ecumenical Redemption International" ["CERI"]. Its members usually give themselves the title "minister". I have no explanation for why this title is never capitalized, however that is their consistent practice. Belanger and CERI members are frequent visitors to and litigants in the Edmonton-area courts.

[135] A brief excerpt from a very lengthy "Asseveration/Affidavit of Criminal Complaint" sent to my office by Belanger provides the flavour of this guru's rhetoric:

> Even though I am not a Canadian citizen, I am a man born upon, standing on, living and ministering on the geographical land mass known as Alberta, and futher,
>
> Neither the men or woman listed herein and acting as The private man Vaughn Myers acting as the judge in Stony Plain Alberta on March 17th and 24th 2010 A.D. and the private man acting as the judge in Stony Plain on August 4th 2010 named **Caffaro**, The private man acting as the federal crown prosecutor for CANADA named **Adam Halliday on the 4th of August 2010 A.D.** , the private woman **Malina Rawluk** acting as the prosecutor for the PROVINCE OF ALBERTA Stony Plain March 17th and 24ty 2010 A.D. nor any other government entity, nor any BAR member, nor any "Person" anywhere is **competent** nor has any consent to operate in any of My affairs, and further,
>
> The witness affidavits confirm the aforementioned **did criminally conspire without authority of law and did intend to intimidate me** to violate my sincerely held faith and belief and thereby breached their trust as Allegiants fo the Christian Defender of the faith to save my faith harmless from reproach, and further,
>
> I asked the man named Caffaro on August 4th 2010 in Stony Plain Alberta at 10:00 AM if he was aware I could not violate my sincerely held faith of not associating my name with a dead entity in law a legal fiction all capital letter version of my name used as a pledge **to trade as value on the stock exchange, he did intimidate me that if I did not violate my faith and do a thing I had a right not to do he would put out a warrant for my arrest,** and further, **he without lawful excuse violated 423 of the**

criminal code by intimidating me to do a thing I had a lawful right to not to do ,towhit [:submit to an altered version of my name formed in fraud for a financial purpose. [sic, emphasis in original.]

[136] Belanger's typical strategies are:

1. arguments based on alleged defects in judicial and government oaths,

2. that the King James Bible (or some specific version thereof) is the primary or overriding law of Canada,

3. a 'double/split person' argument where the state has 'attached' a legal fiction to persons and only may assert its authority on that basis,

4. an argument that all interactions are contracts, and

5. various foisted unilateral agreements and demands.

[137] Belanger and his followers attempt to detach themselves from state and court authority by 'publishing' foisted unilateral agreements, either on the CERI website or via other means. In 2011 Belanger attempted to email a number of these documents to every person employed in the Alberta Justice department.

[138] Belanger appears to administer the CERI website and posts in various online forums. He is one of the many gurus who use the Youtube service to host his videos. He has attempted to represent persons in court.

[139] Belanger frequently files complaints and *Criminal Code* private informations directed to the judiciary, court, government, and law enforcement employees. He apparently has also sought military intervention against "traitors" in the state and court apparatus. Recently, Belanger and other CERI members entered the Edmonton Courts during the annual "Law Day", a public and family oriented event intended to introduce lay people and particularly children to court and trial operations. Belanger's group intended to disrupt that event, but were ejected. Belanger immediately attempted to press criminal charges against Court Sheriffs.

g. Other Gurus

[140] This list is not exhaustive; for example another candidate guru is reported in ***Dirks v. Canada (Minister of National Revenue - M.N.R.); Dirks, Re***, 2007 SKQB 124 at paras. 4-5, 31 C.B.R. (5th) 192 and ***R. v. Lemieux***, 2007 SKPC 135 at paras. 34-35, [2008] 2 C.T.C. 291. This may be the Douglas Martin Nagel whose conviction was confirmed in ***R. v. Nagel***, 2010 SKCA 118. Similarly, the "Mr. Plotnikoff" mentioned in ***Canada (Minister of National Revenue - M.N.R.) v. Stanchfield***, 2009 FC 99 at para. 4, 340 F.T.R. 150 appears to be a guru given he apparently provided workshops on how to evade income tax.

[141] This review of gurus is also undoubtedly incomplete since at least some OPCA schemes encountered in Canadian courts clearly originate from the United States. Those U.S. schemes made up much of the 'first wave' of OPCA litigants and still do appear.

[142] Unsurprisingly, American OPCA schemes simply make no reference to Canadian law, principles, legislation, or institutions. They will only cite U.S. legislation, caselaw, history, and constitutional materials. Objectively, it is difficult to understand how any Canadian might imagine these techniques would prove successful.

[143] A helpful example is that of American guru David Wynn Miller ["Miller"] (usually styled "PLENIPOTENTIARY JUDGE David-Wynn: Miller"), who advocates a bizarre form of "legal grammar", which is not merely incomprehensible in Canada, but equally so in any other jurisdiction. ***National Leasing Group Inc. v. Top West Ventures Ltd.***, 2001 BCSC 111, 102 A.C.W.S. (3d) 303 provides examples of the resulting text. See also: ***Canadian Imperial Bank of Commerce v. Chesney***, 2001 BCSC 625, 104 A.C.W.S. (3d) 826; ***Borkovic v. Laurentian Bank of Canada***, 2001 BCSC 337, 103 A.C.W.S. (3d) 700. Succinctly, it appears that his law grammar provides rules on how to structure 'legally effective' documents. The result is very difficult to understand. Any defective document (ie. one not written in 'Millerese') is "fictitious-language/scribble": ***National Leasing Group Inc. v. Top West Ventures Ltd.***, at para. 6.

[144] More recently ‘Canada-specific’ schemes have emerged from the Canadian OPCA gurus. These often are crude adaptations of the American schemes, and simply replace American with Canadian law and institutions, for example, the ‘A4V’ ‘money for nothing’ approach reported in ***Underworld Services Ltd. v. Money Stop Ltd.***, 2012 ABQB 327, and the restricted scope of income tax liability advanced in ***Turnnir v. The Queen***, 2011 TCC 495 at para. 5.

[145] That said, certain Canadian OPCA gurus, particularly Lindsay, have produced true “made in Canada” schemes which make little or no reference to American law and legislation, see: ***R. v. Lindsay***, 2011 BCCA 99 at paras. 31-32, 302 B.C.A.C. 76, leave refused [2011] S.C.C.A. No. 265; ***R. v. Lindsay***, 2004 MBCA 147 at para. 32, 187 Man.R. (2d) 236. Nevertheless, many “made in Canada” OPCA strategies will still retain some common conceptual foundation with an American equivalent. For example, all ‘A4V’ schemes depend on American commercial law principles. It may therefore be useful to refer to U.S. commentary on OPCA strategies, if an equivalent concept can be identified.

h. Mr. Meads’ Guru

[146] At present, Mr. Mead’s guru and source for his arguments is unidentified.

[147] This court has encountered documents substantially identical to those in Mr. Meads’ June 19 and 21 packages (other than personal information). Interestingly, ***Szoo’ v. RCMP***, 2011 BCSC 696 attaches documents that duplicate text in Mr. Meads’ materials.

[148] That suggests Mr. Mead is not the author of those documents, but rather that he has purchased a kit with those materials and the instructions as to their use. Evidence of the ‘pre-fab’ nature of the documents can be found in their content and format. For example, Mr. Meads forgot to fill in all the information for the “Notice to YOURFILINGCOUNTY County Register Of Deeds Clerk” document, as is shown by the “YOURFILINGCOUNTY” placeholder that remains in the title.

[149] It appears that Mr. Meads’ guru is American. Review of the materials filed by Mr. Meads shows a strong American influence in his OPCA materials. For example, in one of his April 27, 2012 “Affidavit in Support of Order to Show Cause” documents he references “Title 18 United States Code”, which is the criminal and penal code for the federal government of the United States. Stating the obvious, this court will not be applying that legislation.

[150] Similarly, Mr. Meads in his documents and arguments references the *Uniform Commercial Code* [the “*UCC*”], which is American legislation to harmonize commercial transactions within the United States. That too is not relevant to this proceeding, and will not be applied by this court. That said, as the caselaw survey that follows illustrates, the *UCC* is also a common motif in material from Canadian OPCA gurus, and forms a significant element in much OPCA mythology. However, why anyone would believe that American commercial legislation would apply in Canada is baffling. Still, OPCA litigants indicate that this legislation has a broad, even extraordinary scope. My office has recently received a document where an OPCA litigant said the *UCC* applies to governments, “... whether interstellar, intergalactic, international, national, state, provincial, or local ...” [emphasis added].

[151] The various agreements, appointments, and the ‘fee schedule’ in Mr. Meads’ materials contain other language that suggests an American origin. For example, the property shuttled between the Meads dualities include:

1. “All military (Army, Navy, Air Force, Marine, National Guard, etc.) discharge papers and the like” (these are branches of the American military);

2. “... the right to petition any military force of the United States for physical protection from threats to the safety and integrity of person or property by either "public" or "private" sources ...”; and

3. “Individual Retirement Accounts”, (the American analogue to the Canadian Registered Retirement Savings Plan accounts).

[152] Similarly, the ‘fee schedule’ references “Miranda” warnings, 4th Amendment rights, and “Title 42 (Civil Rights), Title 18 U.S.C.A. (Criminal Codes), Title 28 U.S.C.A. (Civil Codes)”. These are American legislation and constitutional documents.

[153] I would classify Mr. Meads' OPCA materials as an 'adapted American' strategy. He (or his guru) has customized aspects of his documentation and arguments for a Canadian setting, but this does not appear to be a 'home grown' effort.

3. How Gurus Operate

[154] Gurus may be distant parties in OPCA litigation. In ***Mercedes-Benz Financial v. Kovacevic***, [2009] O.J. No. 783 at paras. 53-54, 2009 CanLII 9368 (Ont. Sup. Ct. J.), the OPCA litigant appeared to have used materials and techniques from an OPCA guru who promoted his techniques with radio broadcasts and hotel seminars. The OPCA litigant knew at least one person who helped promote those schemes in his geographic region. While not an explicit conclusion of that decision, the materials cited and described by Justice Brown in ***Mercedes-Benz Financial v. Kovacevic*** indicate the litigant had been introduced to his scheme by a nomadic American "Sovereign Man" guru, Sam Kennedy. The OPCA litigant in ***Mercedes-Benz Financial v. Kovacevic*** then attempted to obtain a luxury car for free via those techniques.

[155] Sometimes gurus are indirectly involved in litigation, by providing advice and argument (for a fee), as did Porisky in the Sydel trial: ***Porisky Trial Decision***, at para. 18.

[156] In other instances the guru is present in the court, either representing the litigant, or offering instruction and advice. That kind of activity has been reported or observed for Canadian gurus Dempsey, Lavigne, Belanger, Menard, and Lindsay.

[157] OPCA gurus and community members sometimes are 'legal busybodies' who attempt to introduce themselves into other proceedings. This Court's experience has been that kind of participation consistently leads to further issues. Worse, there may be a potential resolution masked by that intervention. For example, a Moorish Law advocate, Sean Henry, has acted to represent his mother in a credit card debt collection proceeding. Henry's conduct, described in more detail below, is exceptionally problematic.

[158] The initial hearings to address this matter were entirely unsuccessful. Henry was then arrested. At the subsequent hearing before Belzil J. it was discovered that the mother was not only entirely willing to pay her outstanding debt, but had an investment account which she suggested could provide those funds. For whatever reason, the mother had not been willing to communicate those facts while her son, an OPCA litigant, was present. One can only guess at how many other conflicts might be resolved, were it not for interference of this kind.

C. OPCA Litigants

[159] In this Court's experience, there are no stereotypic OPCA litigants. They may be of any age or gender. Some are affluent, while others are not. Canadian caselaw reports OPCA concepts advanced by professionals, 'blue collar' workers, business persons, and retired individuals. Some travel in groups, while others appear to operate by themselves.

[160] This Court has observed that some OPCA litigants appear to suffer from cognitive or psychological disorders, however one should not presume those conditions from the presence of OPCA arguments and concepts. Similarly, bizarre in-court conduct does not necessarily mean these persons suffer from that kind of disorder. Anomalous behaviour may instead reflect the 'rules' of an OPCA strategy and script.

[161] The motivation to adopt an OPCA approach varies. Certain OPCA litigants are clearly undergoing some kind of stress, such as:

- foreclosure on a home (***Borkovic v. Laurentian Bank of Canada***, 2001 BCSC 337 at para. 15, 103 A.C.W.S. (3d) 700; ***Bank of Montreal v. McCance***, 2012 ABQB 537);
- a bankruptcy (***R. v. Sydel***, 2006 BCPC 346);
- disputes over child and spousal support (***Hajdu v. Ontario (Director, Family Reponsibility Office)***, 2012 ONSC 1835; ***Callaghan v. McCaw***; ***C.C. v. J.M.***, 2010 SKQB 79, 351 Sask.R. 55);
- deportation (***Shakes v. Canada (Public Safety and Emergency Preparedness)***, 2011 CanLII 60494 (I.R.B.)); or

- in response to large debts (***Dempsey v. Envision Credit Union***, 2006 BCSC 1324, 60 B.C.L.R. (4th) 309; ***Gravlin et al. v. Canadian Imperial Bank of Commerce et al,*** 2005 BCSC 839, 140 A.C.W.S. (3d) 447).

[162] Other times, OPCA litigation may be linked to some distressing event, such as a parent's losing custody of a child. This may be the case for Mr. Meads, as he seems intensely dissatisfied with the end of his marriage.

[163] Other OPCA litigants are simply scammers out for a quick buck: ***Mercedes-Benz Financial v. Kovacevic***, [2009] O.J. No. 783, 2009 CanLII 9368 (Ont. Sup. Ct. J.); ***MBNA Canada Bank v. Luciani***, 2011 ONSC 6347. A substantial amount of OPCA litigation seems to revolve on comparative trivialities, such as parking tickets: ***Waterloo (Regional Municipality) v. Bydeley***, 2010 ONCJ 740 at para. 46, affirmed 2011 ONCJ 842, affirmed [2011] O.J. No. 6282 (QL) (Ont. C.A.); ***Sydorenko v. Manitoba***, 2012 MBQB 42; ***R. v. Kaasgaard***, 2011 MBQB 256.

[164] OPCA litigants sometimes call themselves students of the law. That is a sham; their interest goes no further than finding the proverbial "Gotcha!" exception or loophole that they can spring to defeat state and court authority, see for example the ***Porisky Trial Decision*** and ***R. v. Sydel***, 2006 BCPC 346.

[165] Courts have commonly rejected claims by OPCA litigants that their actions were in good faith or innocent. ***R. v. Sydel***, 2006 BCPC 346 provides a good example. The reason for that result is illustrated in Judge Meyer's review at para. 20 of evidence that led him to dismiss a dentist's claim she had a reasonable basis to believe the validity of OPCA Detaxer concepts:

> At the tax seminars most of the lecturers used aliases, as opposed to their real names. ... She did not regard this as suspicious or unusual, even though one of the lecturers went by the alias, "Sir Larry Loophole". How could an intelligent, well educated, worldly, 39 year old professional, not be suspicious?
>
> At the beginning of each of the five lectures presented by Mr. Porisky, the following caution was given: "In no way should this be construed as either legal or financial advice. You should consult a competent expert". Mr. Porisky frankly told the attendees at his lectures that "I am in the building trade. I am not a lawyer. I can't give legal advice. I am not an accountant. I can't give accounting or financial advice. I am just a guy banging nails". He also said, 'I strongly recommend you consult a competent expert on this subject matter".
>
> ...
>
> Dr. Sydel knew that each and every lecturer was not a tax lawyer or tax accountant. Every lecturer was "up front" about their lack of accreditation. Nonetheless, they talked about the law, the statutes, the interpretation of the law and the statues, they discussed court cases and reported court judgments. Dr. Sydel accepted their views as "experts" who were imparting accurate information and opinions as to what the Canadian law was. She said that she could not recall if she questioned any of the lecturers during the seminars, she said that she did not research any court cases they referred to, she did not go "on line" or to the law library. She was told that there were decided and reported legal cases throughout Canada relating to the issues under discussion. To not have read any of these cases for herself, or even so much as to ask the lecturers for copies of the cases they said were directly on point, is evidence of her wilful blindness.
>
> ...
>
> Dr. Sydel asked her father to attend one of the tax lectures with her. He walked out in the middle of the lecture. She testified that she didn't ask him why. She did say though, that her father and her sister became "estranged" as a result of disagreements over her views regarding taxation. Dr. Elmajian testified that he had told Dr. Sydel on one occasion that he thought that "she was being brainwashed by a bunch of losers who don't work". These were two or three key people in her life and yet, their contrary views still did not cause her to seek some independent tax advice. ...

[166] It appears this is not atypical. The justices of this Court routinely encounter OPCA litigants who seem quite willing to 'pull the wool over their own eyes'.

[167] What is crucial is to understand that an OPCA litigant in court is likely operating under instructions obtained from a commercial source, and has been told to conduct and frame his or her court activities in an unnatural, incorrect, and distorted context. The litigant is instructed to follow a script that is, in all probability illogical, and certainly contrary to law. The OPCA litigant may not be able to explain his or her actions for the very same reason that a judge is confused by the documents, submissions, and in-court conduct they provide. Neither really understands what is going on, but for different reasons.

D. OPCA Movements

[168] The OPCA community includes a number of subsets that I will call 'movements'. Each movement includes persons who have adopted similar alternative histories, and hold generally compatible beliefs. Different movements in many instances use exactly the same OPCA strategies. Members of a movement will often attend one another's court appearances. They appear to engage in considerable 'lateral' discourse, and often seem to be, at a minimum, social acquaintances.

1. Detaxers

[169] The first OPCA movement to appear in Canada were the "Detaxers". These OPCA litigants focussed almost entirely on avoiding income tax obligations. Porisky, Lindsay, Lavigne, and Warman are or were some of the gurus in this community.

[170] The Detaxer movement has employed a very wide assortment of OPCA strategies over the past decade, all without success. Lindsay, in particular, appears to have been an innovator and the source of many Canadian OPCA strategies. Lavigne and Warman's litigation history illustrates how Detaxers may have either 'left wing' or 'right wing' leanings. In recent years this court has observed fewer true Detaxers, no doubt in part due to the failure of Lindsay's many court actions and the ongoing prosecution of members in the Porisky tax evasion ring.

[171] Many Detaxers were professionals or business persons with substantial incomes: ***R. v. Klundert*** (2004), 2004 CanLII 21268 (ON CA), 242 D.L.R. (4th) 644, 190 O.A.C. 36 (Ont. C.A.), leave refused [2004] S.C.C.A. No. 463; ***R. v. Klundert***, 2008 ONCA 767 at para. 19, 93 O.R. (3d) 81, leave denied [2008] S.C.C.A. No. 522; ***R. v. Amell***, 2010 SKPC 107, 361 Sask.R. 61; ***R. v. Turnnir***, 2006 BCPC 460; ***Turnnir v. The Queen***, 2011 TCC 495; ***R. v. Sydel***, 2006 BCPC 346. Meads appears to share that characteristic from the data before the court. Other Canadian OPCA movements seem to emerge from a lower income and/or occupational and employment context.

2. Freemen-on-the-Land

[172] The Freemen-on-the-Land are a comparatively newer movement. From reported caselaw, individuals who self-identify with this movement appear active across Canada. The membership's focus is strongly anti-government, and has libertarian and right wing overtones. Christian rhetoric is common. Menard is a guru in this movement.

[173] It appears the Freemen are a Canadian innovation, which I understand has spread to other common-law jurisdictions, including the UK, Australia, and New Zealand, see for example: ***Australian Competition & Consumer Commission v Rana***, [2008] FCA 374; ***Glew v. White***, [2012] WASCA 138; ***Van den Hoorn v Ellis***, [2010] QDC 451. I am unclear whether Canada has returned the favour and this group has established itself in south of the 49th parallel.

[174] Stated simply, Freemen-on-the-Land believe they can 'opt out' of societal obligations and do as they like: ***Harper v. Atchison***, 2011 SKQB 38 at paras. 6, 15, 369 Sask.R. 134; ***R. v. McCormick***, 2012 NSCA 58 at paras. 19, 21; ***R. v. McCormick***, 2012 NSSC 288 at paras. 28-32. A common theme in Freeman arguments is that state and court action requires the target's consent, for example: ***Jabez Financial Services Inc. (Receiver of) v. Sponagle***, 2008 NSSC 112 at para. 14, 264 N.S.R. (2d) 224.

[175] Alarmingly, certain members of the Freeman-on-the-Land movement believe they have an unrestricted right to possess and use firearms. That has led in at least once instance to a Freeman-on-the-Land being found with a concealed unauthorized handgun; that Freeman-on-the-Land threatened to use the weapon on law enforcement personnel: ***R. v. McCormick***, 2012 NSCA 58 at paras. 19, 21; ***R. v. McCormick***, 2012 NSSC 288. In that, and many other ways, the Freemen-on-the-Land parallel the American Sovereign Man community. Both engage in a broad

range of OPCA activities directed towards almost any government or social obligation. Both habitually use ‘fee schedules’, and advance claims and liens against state, police, and court actors. Many apply the ‘everything is a contract’ approach and so are extremely uncooperative, in and out of court.

3. Sovereign Men or Sovereign Citizens

[176] The Sovereign Man / Sovereign Citizen movement is the chief U.S. OPCA community. Several reported Ontario decisions document court interactions with self-identified Sovereign Men. This court has had a limited exposure to Sovereign Men, most notably being a lawsuit advanced by Glenn Winningham [“Winningham”] (usually self-styled as “Glenn Winningham: House of Fearn”): ***Winningham v. Canada*** (30 November 2010) Lethbridge 1006 00907 (Alta. Q.B.), leave to appeal denied (Alta. C.A.).

[177] I was a defendant in this action, along with Canada, Alberta, many police officers, the Prime Minister, government ministers, the Lieutenant and Governor Generals, and Alberta Court of Queen’s Bench Chief Justice Wittmann. The action alleged broad conspiracy and misconduct by Canadian state actors. A chief complaint by Winningham, who is a self-declared member of the “Republic of Texas”, is that Canada Customs had refused to admit him into Canada with his firearms. This was followed by a number of confrontations with Lethbridge area peace officers, particularly at traffic stops.

[178] Winningham’s documents claim he is not subject to Canadian law on ‘everything is a contract’ and ‘courts apply admiralty law’ bases. He also claimed ‘governments’ are only corporations. The allegations and rhetoric in his court submissions express a perspective that is alarming:

> 1 have tried to use administrative procedure against these criminals, but they don’t get the message, so this is the message. If they want to perjure their oaths of office and engage in TREASON and SEDITION, and BREACH OF TRUST, and other crimes to numerous to list, against Me, that they BETTER be prepared to go **ALL THE WAY**, and **MURDER** Me as well, because by the time I am done with them, **(I will do it all within the law)**, they will wish they had MURDERED Me. It is My patriotic duty to come after them to My last dying breath, and I will file commercial liens against them, I will liquidate their bonds, I will file criminal complaints against them and their bosses, I will seize their assets, and I will not rest until I see them do that little dance they do at the end of a common law rope, and even then, in the next life, I will be DEMANDING Justice before the judgment BAR of God, to make sure they get to spend the rest of eternity receiving their just reward. Also, after I am dead and gone on to the next life, because this is on the record, these criminals will be hunted down, just like the NAZI war criminals that are still hunted down this day.
>
> Furthermore, these criminals are hereby put on NOTICE that with criminals like them in this world, I have a DEATH wish, because this world is NOT big enough for both of us, so go ahead and make MY day, the sooner I am out of here the better, and I shall exercise My God given RIGHT to resist their unlawful arrest with lethal fource, if necessary, and then they will have an excuse to **MURDER** Me, so go ahead criminals, **MAKE MY DAY!**

[179] My part in the conspiracy was to “... shove ... foreign martial law jurisdiction down the throats of all of the people ...” as an excuse to “... bring out [my] martial law shock troops and really "kick some ass!"” This would alienate the populace from the Queen and trigger a *coup d’etat*.

[180] Langston J. struck Winningham’s action on, among other things, that the defendants had acted in various nefarious and treasonous ways, and refused Winningham’s demand for $1 billion in damages. American courts have similarly rejected Winningham’s claims. His action in ***Winningham v. Schulman*** (30 December 2009) District of Columbia 09 2435 was dismissed as being:

> A complaint that describes fantastic or delusional scenarios is subject to immediate dismissal. ... Moreover, a complaint may be dismissed as frivolous when it lacks "an arguable basis in law and fact." ... This complaint appears to lack an arguable basis in either law or fact, and may reflect delusional thinking. Accordingly, this complaint will dismissed.

[181] Winningham’s perspective of state oppression and violent focus seems representative of the Sovereign Man movement. In the United States, Sovereign Men are notorious for their violent conduct, intimidation of state and court personnel, and their misuse of legal processes to engage in “paper terrorism”: Robert Chamberlain & Donald P. Haider-Markel, “"Lien on Me": State Policy Innovation in Response to Paper Terrorism” (2005) 58

Political Research Quarterly, pp. 449-460; Erick J. Haynie, “Populism, Free Speech, and the Rule of Law: The "Fully Informed" Jury Movement and Its Implications” (1997) 88 The Journal of Criminal Law and Criminology pp. 343-379; Susan P. Koniak “When Law Risks Madness” (1996) 8 Cardozo Studies in Law and Literature, pp. 65-138. The FBI classifies Sovereign Men as a domestic terrorist movement.

[182] A court that encounters what appears to be a genuine Sovereign Man / Sovereign Citizen may wish to take additional security precautions.

4. The Church of the Ecumenical Redemption International [“CERI”]

[183] The Church of the Ecumenical Redemption International [“CERI”] is an Edmonton area OPCA group, apparently headed by Belanger. This Court has extensive exposure to CERI and its members.

[184] First and foremost, CERI is a ‘pot church’. Like the pot churches reported in ***R. v. Baldasaro***, 2009 ONCA 676, 265 O.A.C. 75, ***R. v. Baldasaro***, [2006] O.T.C. 134, 68 W.C.B. (2d) 787 (Ont. Sup. Ct. J.), affirmed 2006 CanLII 31808 (ON CA), 216 O.A.C. 68, 213 C.C.C. (3d) 89 (Ont. C.A.), leave refused [2006] S.C.C.A. No. 474, and ***Tucker v. Canada; Baldasaro v. Canada***, 2003 FC 1008, 239 F.T.R. 81, Belanger and CERI claim that marijuana is a lynchpin element of the Christian religion, and its use is mandated by the Bible, specifically the King James Bible. CERI’s membership otherwise appear to hold “left wing” and anti-capitalist views. Most members seem to belong to a low income demographic.

[185] Some CERI members were involved in an earlier (unsuccessful) attempt to claim a religious right to use marijuana: ***R. v. Fehr***, 2004 ABQB 859, 368 A.R. 122. At that point they defined themselves as “Reformed Druids”. In the present CERI members could be classified as King James Bible literalists. This Court therefore may have been witness to the cusp of the transformation (or conversion) of CERI from faith to faith, as in ***R. v. Fehr*** the “reformed druids” interpreted Exodus 30:23 as the basis for their claim: paras. 20-21.

[186] CERI’s members generally reject state and court authority. Many of CERI’s arguments have religious trappings. CERI members have been encountered in all manner of proceedings. CERI members have adopted the ‘everything is a contract’ concept, and frequently argue ‘magic hat’ (discussed below) exceptions to the law. For example, a CERI member has recently in Alberta Provincial Court argued that her car was not subject to motor vehicle legislation because it is an “ecclesiastical pursuit chariot”. CERI members subscribe to the ‘double/split person’ concept, but attempt to detach themselves from their associated “corporate entity”.

[187] Documents filed by CERI-associated litigants are unusually haphazard, even by OPCA documentary materials standards. In most instances they are clearly ‘cut and paste’ assemblies of other parent documents.

[188] CERI’s membership is in frequent conflict with police, judges, and government officials. They file private criminal offence informations for “obstructing or violence to or arrest of officiating clergyman”, *Criminal Code*, R.S.C. 1985, c. C-46, s. 176. CERI’s members had at least some contact with Winningham; CERI members witnessed his court materials. I have discussed how Belanger and several other CERI members recently attempted to disrupt a family-oriented public education event held at the Edmonton Courts.

5. Moorish Law

[189] Edmonton is home to Sean Henry (typically styled “:Chief : Nanya-Shaabu: El: of the At-sik-hata Nation of Yamassee Moors”, or less commonly, “Sean Henry Bey”), one of Canada’s very few Moorish Law OPCA litigants. He has frequently appeared in this Court.

[190] The exotic nature of the Moorish Law movement and its claims warrant some comment, as casual exposure to a Moorish Law litigant may lead an observer to suspect mental impairment or disorder. The Moorish Law community is a predominately American offshoot of urban American black muslim churches such as a Nation of Islam. They claim that black muslims who self-identify as “Moors” are not subject to state or court authority because they are governed by separate law, or are the original inhabitants of North and South America.

[191] In the case of Henry, he claims that the At-sik-hata Nation owns North America (now renamed “Atlan, Amexem, Turtle Island, Land of Frogs”) as a result of his treaty with the Olmec people, an early culture that existed in meso-America from 1500-400 B.C. and who are noted for their large sculptures of human heads. Justice Sanderman of our court, who had reviewed the documentary foundation of Henry’s many claims observed:

> ...it would be an affront to the dignity of this Court and an affront to the dignity of any Court to allow a document such as this to stand and to force individuals to come to court to have to answer this, as I say, just absolute gibberish.
>
> [***Henry Estate v. Alberta Health Services***, 2011 ABQB 113, quoting a related proceeding.]

[192] Henry claims his ownership of Canada renders him immune to court and state action, but also applies many other OPCA strategies such as 'magic hats', foisted unilateral agreements, and a variant on the 'A4V' 'money for nothing' concept.

[193] Henry apparently spent some time in the United States and attempted to apply those concepts. ***United States of America v. Nanya Shaabu El, a/k/a Sean Wesley Henry*** (25 April 2008), 06-5197 (U.S. 4th Circuit Court of Appeals) confirmed conviction of Henry for false claims of diplomat status, and rejected Henry's argument that because he had claimed to be a diplomat for a non-existent state, "Atlan", he could not have committed that offence.

[194] Though it may seem unlikely to many readers, Henry is not alone in his peculiar beliefs. ***Shakes v. Canada (Public Safety and Emergency Preparedness)***, 2011 CanLII 60494 (I.R.B.) reports on another Moorish Law OPCA litigant who claimed to be named "El Afif Hassan Hetep-Bey". In this action the litigant resisted a deportation order of the Immigration and Refugee Board of Canada, Immigration Appeal Division. Para. 10 describes the litigant's materials:

> The attached seven pages consisted of a colour photocopy of was purports to be "The Moorish American Nationality Card" of a certain El Afif Hassan Hetep-Bey at page 1. Pages 2 through 7 purport to be a "Judicial Notice and Proclamation" signed by El Afif Hassan Hetep-Bey on January 5, 2010, in which he makes certain claims to title, rights and privileges, on the basis of his being a "Noble of the Al Moroccan Empire." Written in legalese and citing various statutes of the United States, international treaties and covenants and extensive US case law, the documents purports to deny the jurisdiction of the governments of the Americas over the members of the Al Moroccan Empire, and in particular, El Afif Hassan Hetep-Bey, and to establish him and other members as sovereign entities.

[195] The decision at paras. 14-18 reviews other documents received, including "a "Writ of Right" constituting "Notice of Default Judgement"", rejection of the Immigration Appeal Division as not authorized by American law, and a "Claim of Right, Appellation/Name Correction, Pursuant to Indigenous Nationality & Aboriginal Citizenship" whereby Kiba Kerry Nicholas Shakes renounced his name, in favour of the name El Afif Hassan Hetep-Bey.

[196] The litigant was ordered deported, and a subsequent appeal, with counsel, was denied. The Board concluded at para. 32:

> Now, a reasonable person, viewing the various documents submitted by the appellant, in the name of "El Afif Hassan Hetep-Bey" could reasonably be expected to conclude that he was mad and delusional. However, from reading these documents it is abundantly clear to the panel that the appellant is not mad although he might be self-delusional. Rather, the appellant is apparently making a political statement.

6. Conclusion - OPCA Movements

[197] There are likely additional OPCA movements in Canada other than those identified above. Some may be local, such as CERI, and are therefore not known to Alberta courts. Others may be 'below the radar'. Members of this Court report to me that they have encountered a significant number of OPCA litigants who do not self-identify with a known OPCA movement, or who, like Mr. Meads, do not have a known guru. Other movements will most probably emerge over time.

[198] It is useful for a judge to know an OPCA litigant is associated with an organization, movement or guru. That, at a minimum, implies organized application and distribution of a set of OPCA concepts and beliefs, probably on a commercial basis. Useful movement-specific data includes the stereotypic strategies of that movement, any known movement gurus, and typical responses to court and state action by persons affiliated with that movement. Moveover, members of the OPCA community have proven violent; always an important fact.

V. Indicia of OPCA Litigants, Litigation, and Strategies

[199] This Court's experience (personal and by other members) and the relevant caselaw has indicated that persons who engage in OPCA litigation tend to adopt certain stereotypic motifs in their written materials and in-court conduct. The vast majority of these indicia are almost never shared by other self-represented litigants, including those who may have difficulty communicating their positions and arguments, and by litigants who are affected by cognitive and psychological dysfunction.

[200] Language that has a biblical or religious aspect, though common, is not as definitive an indication of OPCA context. Much of that is also present in a broader self-represented litigant population.

[201] What follows is an incomplete summary of elements that suggest when a person has been exposed to OPCA concepts, is a part of the OPCA community, or has adopted OPCA-based litigation strategies. These features were identified from reported caselaw, from the experiences of the justices of this Court, and documentation received by this Court and my office.

[202] To be explicit, however, these indicia do not *prove* a claim or action is invalid, or that a litigant is vexatious. These are telltale fingerprints that are typically found in OPCA litigation, and that, if identified, may warrant closer review and specific court procedures.

A. Documentary Material

[203] The documentation filed by OPCA litigants often includes many unusual features. Their significance, if any, is often opaque. Courts, lawyers, and litigants may find it helpful to identify persons with expertise in the rationale for these motifs, so that future reviews of OPCA indicia approach the telltale fingerprints on a schematic rather than anecdotal basis.

[204] Beyond that, OPCA documents are highly variable. They range from what appear to be professionally prepared, polished materials, to crude assemblages of photocopied pages with inconsistent fonts, formats, and paragraph and page numbers that imply a 'copy and paste' composition. OPCA documentation is sometimes 'flamboyant', with multicoloured text, bright water marks, graphics, and elaborate ornamentation on coloured paper: however, this is not necessarily that useful as a identifying motif.

[205] Sometimes an OPCA document may be so disjointed that the OPCA fingerprint motifs are only evidence that the author is *not* suffering from mental or cognitive disturbance. This is particularly true for documents prepared according to the 'legal grammar' of Miller: ***National Leasing Group Inc. v. Top West Ventures Ltd.***, 2001 BCSC 111, 102 A.C.W.S. (3d) 303; ***Canadian Imperial Bank of Commerce v. Chesney***, 2001 BCSC 625, 104 A.C.W.S. (3d) 826; ***Borkovic v. Laurentian Bank of Canada***, 2001 BCSC 337, 103 A.C.W.S. (3d) 700.

1. Name Motifs

[206] The vast majority of OPCA litigants use highly stereotypic formats to name and identify themselves. The most common form adds atypical punctuation, usually colons and dashes, into a name. Any litigant who uses this 'dash colon' motif almost certainly has some kind of OPCA background or affiliation. The most common versions of this name format are:

: [first name] – [middle name] : [last name] :

or

[first name] – [middle name] : [last name]

The difference is the first alternative has an additional colon before and at the end of the name.

[207] For example, OPCA guru David Kevin Lindsay styles his name as "David-Kevin: Lindsay". There are many variations on this basic form with various combinations of colons and dashes. Mr. Mead in his documents identifies himself as "::Dennis-Larry: Meads::", "::dennis-larry: meads::", or ":::dennis-larry:: of the meads-

family:::". The 'dash colon' motif has no legal significance or effect: ***R. v. Lindsay***, 2006 BCCA 150 at para. 3, 265 D.L.R. (4th) 193; ***R. v. Lindsay***, 2008 BCPC 203 at para. 7, [2009] 1 C.T.C 86, affirmed 2010 BCSC 831, [2010] 5 C.T.C. 174, affirmed 2011 BCCA 99, 302 B.C.A.C. 76, leave refused [2011] S.C.C.A. No. 265.

[208] The rationale for the 'dash colon' motif is unknown. However, it seems to be derived in some manner from the "legal grammar" of Miller.

[209] A second common name motif is that a litigant identifies his or herself as being:

> [first name] [middle name] of the Family [last name]
>
> or
>
> [first name] [middle name] of the Clan [last name]
>
> or
>
> [firstname] [middle name] of the House of [lastname]

[210] Mr. Meads also sometimes employs the clan/family/house name motif, but he combines it with the 'dash colon' motif to create a hybrid: "::dennis-larry: of the meads-family::". The family/clan/ house motif is also meaningless: ***R. v. Sargent***, 2004 ONCJ 356 at para. 29, [2005] 1 C.T.C. 448.

[211] A third name-related phenomenon is that the litigant states their name in duplicate forms, one with only upper case letters, the second with either upper and lower case letters or only lower case letters. Again, Mr. Meads' written materials shows this motif, for example, the 'signature' of the April 27, 2012 "Notice for an Order to Show Cause" has "DENNIS LARRY MEADS by ::Dennis Larry::" below a handwritten signature. This duplication extends to handwritten signatures. For example, most of Mr. Meads' documents are double signed, with one signature reading "DENNIS LARRY MEADS Grantor" and the other "::Dennis-Larry: Meads:: Grantee". The capital version of the signature is printed and in black ink, while the 'dash colon' version is in red ink and handwritten. Meads extends this 'double name' form to others, including his wife, lawyer, a lawyer's assistant, but strangely, not the Court.

[212] It appears that duplicate names of this kind are usually an indication that the OPCA litigant has adopted a 'double/split person' strategy, which is later reviewed in detail. In brief, the capital letter version of the name is some kind of non-human thing, while the lower case name is the 'flesh and blood' aspect of the litigant. The red ink colour is presumably intended to represent blood. OPCA materials are rife with these kinds of arbitrary symbolism.

[213] Another name-related indication of an OPCA litigant is that the litigant marks their name with a copyright and/or trade-mark indication, usually the ©, (T) and TM symbols. These markings likely indicate a foisted unilateral agreement strategy.

2. Document Formalities and Markings

[214] OPCA litigants frequently mark their documents in unconventional ways. The meanings of many of these marks is unclear, and these certainly have limited or no legal significance. It may be that these motifs simply are theatre used by gurus to impress their customers, and create what appear to be 'powerful' documents.

[215] Indicia that appear restricted to OPCA documents include:

1. a thumbprint, typically in red ink, though in certain instances our Court has encountered litigants who will injure themselves when presenting documents to the court clerks, so that they can make a thumb mark in blood (for example ***Mercedes-Benz Financial v. Kovacevic***, [2009] O.J. No. 783 at para. 12, 2009 CanLII 9368 (Ont. Sup. Ct. J.); ***Callaghan v. McCaw***; ***C.C. v. J.M.***, 2010 SKQB 79 at para. 10, 351 Sask.R. 55; this proceeding;

2. more than one signature, often in atypical colour ink such as red or green ink: this proceeding; and

3. attaching one or more postage stamps, sometimes the stamps have text or a signature written across the stamp (for example ***Mercedes-Benz Financial v. Kovacevic***, [2009] O.J. No. 783 at para. 12, 2009 CanLII 9368 (Ont. Sup. Ct. J.); this proceeding) and in certain instances these stamps are 'simulated' and simply printed on the document itself.

Mr. Meads' February 15, 2011 and March 3, 2011 documents show many of these unusual features.

[216] OPCA litigants sometimes appear to imbue notaries with extraordinary court-like authority. That may explain why so many OPCA documents, including those filed by Mr. Meads, are often notarized when that formality is neither legally necessary nor appropriate. I will later comment on the responsibilities of legally trained persons to not notarize documents in that manner. A notary cannot give special status to an OPCA document: ***Papadopoulos v. Borg***, 2009 ABCA 201 at paras. 3, 10.

[217] One very peculiar form of notation is an indication of a specific OPCA 'money for nothing' scheme. This is a document that will have text written or stamped across it, typically at a 45 degree angle off vertical. The text will include the phrase "accept for value" or "accepted for value". Typical target documents marked in this way include a birth certificate, a bill to the litigant, a court order against the litigant, a demand letter, or court document filed by an opposing party, for example: ***Underworld Services Ltd. v. Money Stop Ltd.***, 2012 ABQB 327 at paras. 5, 13; ***Mercedes-Benz Financial v. Kovacevic***, [2009] O.J. No. 783 at paras. 10-11, 2009 CanLII 9368 (Ont. Sup. Ct. J.).

[218] One example stamp, described in ***Mercedes-Benz Financial v. Kovacevic***, [2009] O.J. No. 783, 2009 CanLII 9368 (Ont. Sup. Ct. J.), read as follows:

> NON-NEGOTIABLE
>
> ACCEPTED FOR VALUE
>
> APPROVED FOR PAYMENT
>
> Accepts for value this presentment and ALL related endorsements front and back, in accordance with Uniform Commercial Code 3-419 and House Joint Resolution 192 of JUNE 5, 1933. Please release ALL proceeds, products, accounts and fixtures and the order of the court to me immediately.
>
> EXEMPT FROM LEVEY
>
> DEPOSIT TO UNITED STATES TREASURY AND CHARGE THE SAME TO [name] [number]

Stamped versions of this motif will often have spaces for handwritten components.

[219] This particular notation has many variations but all share the "accept for value" language, and usually mention the *UCC*. Notations of this kind are a clear indication that the litigant has adopted the 'A4V' 'money for nothing' scheme described below.

3. Specific Phrases and Language

[220] OPCA documents frequently include atypical language and terminology that can indicate OPCA affiliation. Presumably some of these terms have symbolic or scheme-related significance. These are helpful indicia to identify OPCA litigation and litigants.

[221] Documents frequently refer to the litigant as having a particular status or characteristic:

- a "flesh and blood man" (this has many variations);
- a "freeman-on-the-land" or "freeman";
- a "free will full liability person";
- a "sovereign man", "sovereign citizen" or "sovran";

- that the litigant:
    - is a person or a natural person, but not a corporation;
    - is not a person;
    - was created by God;
    - is only subject to a category of law, typically “natural law”, “common law” or “God’s Law”;
    - is an ambassador;
    - is the postmaster general;
    - is a member of a fictitious nation-state or aboriginal group;
    - represents or is “an agent” or “secured party” for a similarly named individual or thing; and
    - is a “private neutral non-belligerent”.

Most of these items are strong indicia, with the exception of those that involve God or religion, which also stereotypically emerge in submissions of certain persons with mental impairment and disorder.

[222] Identification that a municipality, province, or Canada is a corporation is a clear indication of OPCA affiliation: ***Dempsey v. Envision Credit Union***, 2006 BCSC 1324 at para. 37, 60 B.C.L.R. (4th) 309. A litigant with documents of this kind will typically be using the ‘everything is a contract’ OPCA scheme, discussed below. Similarly, a statement that a court is an admiralty or military court suggests OPCA affiliation, particularly when in an inappropriate context, such as litigation that does not involve military personnel, ships, or maritime subjects.

[223] Any use of phrases such as “accept for value”, “accept for value and return for value”, or “accept for value and consideration and honour” indicates OPCA affiliation but not necessarily use of the ‘A4V’ OPCA scheme; this language arises in multiple contexts when incorporated in a document.

[224] A statement that a court, government, or official is “de facto” is very indicative of OPCA affiliation.

[225] Many OPCA documents, including those of Mr. Meads, feature a declaration concerning service, such as “service to agent is service to principal” and “service to principal is service to agent”, presumably an attempt to expand the ‘notification’ function of these materials.

[226] The term “strawman” usually indicates an OPCA ‘double/split person’ strategy: ***Mercedes-Benz Financial v. Kovacevic***, [2009] O.J. No. 783, 2009 CanLII 9368 (Ont. Sup. Ct. J.). So does framing other persons or parties with duplicate names, one in upper case letters, the other lower case.

[227] A demand that a remedy be paid only in precious metals, usually gold or silver, is typical in OPCA litigation. Many OPCA ‘backstories’ revolve on the idea that national currencies have no actual or little ‘true’ value, hence the emphasis on precious metals.

4. Legislation and Legal Documents

[228] Many OPCA documents mention certain obsolete, foreign, or typically otherwise irrelevant legislation, including:

- the *Magna Carta*: ***Harper v. Atchison***, 2011 SKQB 38 at paras. 9-15, 369 Sask.R. 134; ***R. v. Jebbett***, 2003 BCCA 69, 180 B.C.A.C. 21; ***R. v. Lindsay***, 2008 BCCA 30 at paras. 19-21, 250 B.C.A.C. 270; ***R. v. Warman***, 2001 BCCA 510 at paras. 9-10, 13-14; ***Winningham v. Canada***:
- the *Uniform Commercial Code* of the United States of America, often simply identified as the “*UCC*”, this is sometimes mistakenly named the “*Universal Commercial Code*”;

- the *Constitution of the United States*;

- other American state and federal legislation: ***Winningham v. Canada***;

- UNIDROIT and UN CITRAL contract interpretation and dispute guidelines;

- versions of the *Income Tax Act* other than the current legislation; the 1948 version of the legislation is a particular target; see ***R. v. Crischuk***, 2010 BCCA 391 at para. 3, 2010 D.T.C. 5141; ***R. v. Sydel***, 2010 BCSC 1473 at paras. 24-25, 35, [2011] 1 C.T.C. 200, affirmed 2011 BCCA 103, leave refused [2011] S.C.C.A. No. 191;

- 'oaths' legislation, such as the Alberta *Oaths of Office Act*, R.S.A. 2000, c. O-1, and the federal *Oaths of Allegiance Act*, R.S.C. 1985, c. O-1 and *Oaths of Office Regulations*, C.R.C., c. 1242, or any version of the U.K. *Coronation Oath Act*; ***Bank of Montreal v. McCance***, 2012 ABQB 537 at para. 9;

- the *Canadian Bill of Rights*, S.C. 1960, c. 44: ***Canada (Minister of National Revenue - M.N.R.) v. Stanchfield***, 2009 FC 99 at para. 13, 340 F.T.R. 150; ***R. v. Amell***, 2010 SKPC 107 at paras. 156-157, 361 Sask.R. 61; this proceeding;

- the *Statute of Frauds*: ***Summerland (District) v. No Strings Enterprises Ltd.***, 2003 BCSC 990 at para. 19, 124 A.C.W.S. (3d) 39, leave denied 2004 BCCA 360, 131 A.C.W.S. (3d) 994;

- the 1931 *Statute of Westminster*: ***R. v. Dick***, 2001 BCPC 275; ***R. v. Lindsay***, 2004 MBCA 147 at para. 32, 187 Man.R. (2d) 236; and

- the April 10, 1933 Order-in-Counsel that abandoned the gold standard for Canadian currency.

[229] Reliance on *Black's Law Dictionary*, particularly an obsolete version of *Black's Law Dictionary*, is suggestive of OPCA affiliation: ***Waterloo (Regional Municipality) v. Bydeley***, 2010 ONCJ 740 at para. 39, affirmed 2011 ONCJ 842, affirmed [2011] O.J. No. 6282 (QL) (Ont. C.A.). OPCA litigants also often stress the relevance of and quote from the Bible, usually the King James version: ***Callaghan v. McCaw***; ***C.C. v. J.M.***, 2010 SKQB 79 at para. 7, 351 Sask.R. 55.

[230] A person's birth certificate is a focus of certain OPCA schemes. Any mention or reproduction of that certificate in atypical circumstances is a strong indication of an OPCA 'A4V' scheme: ***Underworld Services Ltd. v. Money Stop Ltd.***, 2012 ABQB 327 at paras. 5, 13.

5. Atypical Mailing Addresses

[231] OPCA litigants sometimes use abnormal formats and elements in their mailing addresses. A common feature is omission of the postal code, or some variation from the postal code's usual format. For example, Mr. Meads frequently encircles his postal code with square brackets: "[T7Z 1L5]". Other times he states the postal code as "near [t7z 1l5]". Other OPCA litigants replace postal codes with land registration information, such as the Torrens registration location for their mailing address. Yet another motif is that a return address includes "C/O a Third Party Acceptor", or "No Code Noncommercial".

[232] Any avoidance or variation on postal code strongly suggests the OPCA litigant has adopted an 'everything is a contract' scheme. OPCA litigants in that category apparently believe that use of a postal code means accepting some kind of contract with the state.

[233] Another variation is that an address is, in some manner, stated to qualify the manner of delivery. For example, Mr. Meads has filed several documents that include the phrase "Non Domestic to CANADA" after the postal code. That implies the litigant is not in Canada, and presumably therefore not subject to Canadian authority.

[234] Sometimes an OPCA litigant will demand he or she only receive mail addressed in an unconventional manner. For example, Belanger in correspondence with my office has instructed that I only send him correspondence in this manner:

> Edward-Jay-Robin: house of Belanger

> Non-Domestic Mail,
> C/O The Chuch of the Ecumenical Redemption International
> [street address]
> Edmonton, Alberta
> POSTAL CODE EXEMPT No code non commercial [sic]

Failure to comply will mean I am "... guilty of fraud, conversion and coercion and further become consenting and contractually bound debtors to the Church".

[235] OPCA litigants sometimes include fictitious nation states in their addresses, or indicate that their mailing address is an embassy. These motifs indicate an 'immunity' OPCA strategy.

[236] OPCA litigants also have a pattern of addressing government and court officials in a characteristic double-name format:

> [name in upper and lower case letters] "doing business as" [name in upper case letters only] [title of the official]

For example, this Court has received correspondence addressed, in part, to "Stephen Harper, doing business as STEPHEN HARPER, PRIME MINISTER OF CANADA, CEO CANADA, INC.".

[237] This motif usually indicates a litigant has adopted the 'everything is a contract' OPCA concept.

6. Conclusion and Summary of Documentary Indicia

[238] The examples identified above will very likely be encountered in related but variant forms. For example, Mr. Meads expresses the "flesh and blood man" declaration motif as "the living flesh and blood sentient-man" and that he is "the creation for the Lord God Almighty Jehovah". Similarly, Mr. Meads expresses copyright in his name in a different manner: "DENNIS LARRY MEADS (Copyright for the Province-Alberta)". I note, parenthetically, that this notation is nonsensical given that *The Constitution Act*, 1867, 30 & 31 Vict., c. 3, s. 91 explicitly assigns jurisdiction for copyright to Canada.

[239] These stylistic variations do not necessarily imply that documentation is not of an OPCA origin. There is a certain crude level of creativity and adaptation practised by OPCA litigants and gurus that has led to many meaningless variations in their irrelevant motifs.

[240] Another common phenomenon is that OPCA litigants combine these features, and other aspects of OPCA schemes, in a single document. An extreme example of this is found in the full style of cause of ***Bloom v. Canada***, 2010 FC 621, [2010] 5 C.T.C. 143:

> The Natural and Sovran-on-the-land Flesh, Blood and Bone, North America Signatory Aeriokwa Tence Kanienkehaika Indian Man: Gregory-John: Bloom (C), as created by the Creator (God), Plaintiff,
>
> and
>
> Her Majesty the Queen, Defendant

[241] Similarly, most of Mr. Meads' documents exhibit multiple OPCA features.

B. In Court Conduct

[242] OPCA litigants often engage in unusual in-court conduct. That seems to be in part because many OPCA litigants are following a 'script' prepared by OPCA gurus. This was apparently true for Mr. Meads. For example, at certain points in the court hearing he appeared to read, word for word, from a prepared document. Other aspects of his speech seemed rehearsed.

1. Demands

[243] Common 'scripted' motifs include demands by the OPCA litigant:

- to see the oath of office of a judge, lawyer, or court official: ***R. v. Lindsay***, 2006 BCSC 188, 68 W.C.B. (2d) 718, affirmed 2007 BCCA 214; ***Law Society of British Columbia v. Dempsey***, 2005 BCSC 1277 at para. 179, 142 A.C.W.S. (3d) 346, affirmed 2006 BCCA 161, 149 A.C.W.S. (3d) 735; ***Ramjohn v. Rudd***, 2007 ABQB 84 at para. 9, 156 A.C.W.S. (3d) 38; ***Alberta Treasury Branches v. Klassen***, 2004 ABQB 463 at para. 25, 364 A.R. 230;

- that a judge prove his or her appointment: ***Ramjohn v. Rudd***, 2007 ABQB 84 at para. 9, 156 A.C.W.S. (3d) 38;

- the judge make certain oaths or statements, such as that the judge is a public servant: ***Kilini Creek/Patricia Hills Area Landowners v. Lac Ste. Anne (County) Subdivision and Development Appeal Board***, 2001 ABCA 92, 104 A.C.W.S. (3d) 1142; ***Dempsey v. Envision Credit Union***, 2006 BCSC 1324, 60 B.C.L.R. (4th) 309;

- to see the 'bond information' of a litigant, judge, lawyer, or court official: ***Winningham v. Canada***; this proceeding;

- that the court indicate the basis or scope of its authority: ***Canada v. Galbraith***, 2001 BCSC 675 at paras. 26-28, 54 W.C.B. (2d) 504; ***Law Society of British Columbia v. Dempsey***, 2005 BCSC 1277 at paras. 10-11, 142 A.C.W.S. (3d) 346, affirmed 2006 BCCA 161, 149 A.C.W.S. (3d) 735; ***R. v. Martin***, 2012 NSPC 73 at para. 4;

- that the Crown provide proof that it has authority to proceed against a litigant: ***R. v. Martin***, 2012 NSPC 73 at para. 4;

- that an opposing party provide proof it has authority to proceed against the OPCA litigant; ***Bank of Montreal v. McCance***, 2012 ABQB 537 at para. 7;

- for a 'certified' copy of a document or legislation: ***R. v. Bruno***, 2002 BCCA 348; ***R. v. Gibbs***, 2006 BCSC 481, [2006] 3 C.T.C. 223; ***Iwanow v. Canada***, 2008 TCC 22, 2008 CCI 22; ***R. v. Fehr***, 2002 SKPC 8, 224 Sask.R. 132; ***Audcent v. Maleki***, 2006 ONCJ 401, [2007] 1 C.T.C. 212; and

- that the court state whether it is addressing the litigant in one of two roles, such as whether this is to a "legal person" or a "corporation", vs. a "flesh and blood person", or a "natural person": ***Porisky Trial Decision*** at para. 60; ***R. v. Lindsay***, 2011 BCCA 99, 302 B.C.A.C. 76, leave refused [2011] S.C.C.A. No. 265; ***Mercedes-Benz Financial v. Kovacevic***, [2009] O.J. No. 783, 2009 CanLII 9368 (Ont. Sup. Ct. J.); ***Mercedes-Benz Financial v. Kovacevic***, [2009] O.J. No. 783 at para. 24, 2009 CanLII 9368 (Ont. Sup. Ct. J.); this proceeding.

2. Documentation

[244] OPCA litigants often present documentation to the court or another party at the hearing itself, without prior service or warning. Common examples include:

- an attempt to present the judge or a court official with documents that make the court a fiduciary, agent, or foist a contract on the judge or court official: this proceeding; and

- presenting the judge, the court clerk, or an opposing litigant with a 'fee schedule' or other foisted unilateral agreement (see below).

3. Names and Identification

[245] Another common motif is that an OPCA litigant will engage in various peculiar comments that relate to names and identification. For example, an OPCA litigant may refuse to identify themselves by name, instead stating they are an agent or representative of an entity identified by the litigant's name, typically these entities are described in a manner such as:

- a 'person' of the litigant's name,

- a corporation or a ‘dead corporation’ with the litigant’s name,
- a ‘legal fiction’ or ‘fictitious corporation’ with the litigant’s name,
- a trust, named after the litigant,
- an estate, named after the litigant;
- a deadman, or
- a ‘strawman’.

See: ***Hajdu v. Ontario (Director, Family Reponsibility Office)***, 2012 ONSC 1835; ***Canada v. Galbraith***, 2001 BCSC 675 at paras. 26-28, 54 W.C.B. (2d) 504; ***Turnnir v. The Queen***, 2011 TCC 495 at paras. 5-6; ***Canada (Minister of National Revenue - M.N.R.) v. Stanchfield***, 2009 FC 99 at paras. 2-4, 340 F.T.R. 150; ***Canada (Minister of National Revenue - M.N.R.) v. Camplin; M.N.R. v. Camplin***, 2007 FC 183 at paras. 8-9, 28, [2007] 2 C.T.C. 205; ***Bank of Montreal v. McCance***, 2012 ABQB 537 at para. 9; this proceeding.

[246] Additionally, the OPCA litigant may identify him or herself with an entirely fictitious name or via a OPCA alternative name format: ***Shakes v. Canada (Public Safety and Emergency Preparedness)***, 2011 CanLII 60494 at para. 11 (I.R.B.); ***R. v. Sargent***, 2004 ONCJ 356, [2005] 1 C.T.C. 448; ***R. v. Crischuk***, 2010 BCSC 716 at paras. 31-32, affirmed 2010 BCCA 391, 2010 D.T.C. 5141; ***Services de financement TD inc. c. Michaud***, 2011 QCCQ 14868 at para. 6; this proceeding.

[247] Similarly, an OPCA litigant may make an unusual mention of copyright or trade-mark, typically because the OPCA litigant claims copyright or trade-mark in their own name: ***Hajdu v. Ontario (Director, Family Reponsibility Office)***, 2012 ONSC 1835 at para. 23; ***Dempsey v. Envision Credit Union***, 2006 BCSC 1324 at para. 37, 60 B.C.L.R. (4th) 309.

4. Court Authority or Jurisdiction

[248] OPCA litigants frequently deny that a court has jurisdiction or authority over them. That emerges in a number of ways:

- a direct denial that the court has authority over the litigant: ***R. v. Jennings***, 2007 ABCA 45; ***Hajdu v. Ontario (Director, Family Reponsibility Office)***, 2012 ONSC 1835; ***R. v. Warman***, 2001 BCCA 510 at para. 18; ***R. v. Linehan***, 2000 ABQB 815, 276 A.R. 383; ***Dempsey v. Envision Credit Union***, 2006 BCSC 1324 at para. 9, 60 B.C.L.R. (4th) 309; this proceeding;
- identification of some physical elements of the courtroom or court dress that indicates the court is a military or admiralty court: ***R. v. J.B.C. Securities Ltd.***, 2003 NBCA 53, 261 N.B.R. (2d) 199; ***Winningham v. Canada***; this proceeding;
- a statement or declaration that:
  - the litigant is only subject to a specific category of law, most often expressed as “natural law” or “the common law”: ***Canada v. Galbraith***, 2001 BCSC 675 at paras. 26-28, 54 W.C.B. (2d) 504; ***R. v. Warman***, 2001 BCCA 510 at paras. 9-10, 15;
  - the court is restricted to certain domains of law, usually legislation, military law, and/or admiralty law: ***Canada v. Galbraith***, 2001 BCSC 675 at paras. 26-28, 54 W.C.B. (2d) 504; ***R. v. Warman***, 2001 BCCA 510 at paras. 9-10, 15;
  - the court is only a “de facto” court or the judge is only a “de facto” judge;
  - a declaration that the litigant only takes a certain step “without prejudice” or “without consent to restriction” to the litigant’s rights: ***Mercedes-Benz Financial v. Kovacevic***, [2009] O.J. No. 783 at para. 9, 2009 CanLII 9368 (Ont. Sup. Ct. J.); and

- a declaration that the litigant's presence or participation is "under duress": ***Canada v. Galbraith***, 2001 BCSC 675 at paras. 26-28, 54 W.C.B. (2d) 504.

5. Other In-Court Motifs

[249] Other stereotypic OPCA litigant conduct includes:

- a refusal to pass the bar: ***Canada v. Galbraith***, 2001 BCSC 675 at paras. 25-29, 54 W.C.B. (2d) 504; ***Mercedes-Benz Financial v. Kovacevic***, [2009] O.J. No. 783 at para. 8, 2009 CanLII 9368 (Ont. Sup. Ct. J.); ***Callaghan v. McCaw; C.C. v. J.M.***, 2010 SKQB 79 at para. 7, 351 Sask.R. 55;

- reliance on *Black's Law Dictionary* (and usually an out-of-date version) as an authoritative source of law; the litigant may demand the judge acknowledge the determinative and binding character of definitions from that text: ***Waterloo (Regional Municipality) v. Bydeley***, 2010 ONCJ 740 at paras. 39, affirmed 2011 ONCJ 842, affirmed [2011] O.J. No. 6282 (QL) (Ont. C.A.); this proceeding;

- inquiry whether the court is attempting to create a contract with the litigant;

- refusal to enter or a premature departure from a courtroom, this is often accompanied by a denial of court authority: ***Mercedes-Benz Financial v. Kovacevic***, [2009] O.J. No. 783 at paras. 15-16, 2009 CanLII 9368 (Ont. Sup. Ct. J.); ***Sydorenko v. Manitoba***, 2012 MBQB 42 at para. 10; this proceeding; and

- 'ritualistic' responses to inquiries, such as repetition of what seem to be formal, automatic responses, for example:

  - "I accept that for value and honour": ***Henry v. El***, 2010 ABCA 312, leave refused [2011] S.C.C.A. No. 138,

  - "Your Honour, I accept it for value and return it for value for settlement closure in this matter.": ***Mercedes-Benz Financial v. Kovacevic***, [2009] O.J. No. 783 at para. 51, 2009 CanLII 9368 (Ont. Sup. Ct. J.), and

  - "You are intimidating me." or "Are you intimidating me?": Belanger and other CERI members.

6. Summary of In-Court Indicia

[250] These various motifs are usually found in combination. A useful and representative sample transcript of OPCA litigant conduct is found in ***Canada v. Galbraith***, 2001 BCSC 675 at paras. 26-28, 54 W.C.B. (2d) 504.

[251] A particularly difficult category of OPCA litigant are those who adhere to the OPCA concept that all interactions between the state, courts, and individuals are contracts. As is later explained in greater detail, persons who adopt this concept will interpret almost any invitation by the court or compliance with court procedure as the formation of a contract. For example, members of this Court have observed that litigants who apply the OPCA 'everything is a contract' strategy will refuse simple court directions and processes, such as to pass the bar, sit, stand, or acknowledge their identity.

[252] Similarly, litigants who refused to identify themselves but claim to represent an entity related to the litigant will often maintain this role in the face of strong court warning. These OPCA litigants are often very argumentative.

[253] The manner in which the refusal occurs is often highly formalistic. Mr. Meads, for example, made this bizarre response to my suggestion of cooperation on a point:

> ... you're treating the person Dennis Meads with all of these statements, and not the living soul. <u>You are enticing me into slavery</u> ... [Emphasis added.]

The March 3, 2011 document uses the same language and indicates the same motif. These are a sign of the ‘everything is a contract’ OPCA concept.

C. Conclusion - OPCA Indicia

[254] OPCA litigants’ materials and in court strategies usually exhibit many of these features. Thus, they provides a certain ‘redundancy’ that makes these markers a helpful indication that a particular litigant has purposefully adopted vexatious pseudolegal strategies intended to frustrate the operation of the court. As noted, these specific indicia are almost never encountered with non-OPCA litigants, including those with either cognitive or psychological dysfunction.

[255] OPCA litigants prefer to make their submissions in a highly complex and indirect manner. As a consequence, this Court’s experience has been that a typical OPCA submission will incorporate a great many of the indicia identified here. This too creates a high confidence that documents and litigants with these features have an OPCA affiliation.

1. Procedural Responses to Suspected OPCA Documents

[256] Given the intrinsically vexatious nature of OPCA methodologies, which I review in detail below, it is appropriate that a court adopt special procedures for documents that show OPCA indicia, which may include:

1. that court clerks reject the materials that do not conform with required standards;

2. that the court clerks accept and mark these materials as “received” rather than “filed”; and

3. that materials that disclose OPCA characteristics may be reviewed by a judge without further submission or representation by the litigants, and that the judge may:

    a) declare that the litigation, application, or defence is frivolous, irrelevant or improper (*Rule* 3.68(2)(c)), or an abuse of process (*Rule* 3.68(2)(d)), also ***Canam Enterprises Inc v. Coles***, (2000), 2000 CanLII 8514 (ON CA), 51 O.R. (3d) 481 (Ont. C.A.) at paras 55-56, affirmed 2002 SCC 63, [2002] 3 S.C.R. 307;

    b) order that the documents are irrelevant to the substance of the litigation, but are only retained on file as evidence that is potentially relevant to costs against the OPCA litigant, vexatious status of the litigation and litigant, and/or whether the litigant has engaged in criminal or contemptuous misconduct.

    c) reject the documents and order that if the litigant wishes to continue its action, application, or defence, the litigant then file replacement documentation that conforms to court formalities and does not involve irrelevant OPCA arguments;

    d) order that the litigant appear a before the court in a “show cause” hearing to prove the litigant has an action or defence that is recognized in law; that hearing need not involve participation of the other party or parties; and

    e) assign fines, as authorized by *Rule* 10.49(1).

2. Courtroom Procedure Responses to Suspected OPCA Litigants

[257] OPCA litigants are known to engage in disruptive and inappropriate in-court conduct: for example, ***Callaghan v. McCaw***; ***C.C. v. J.M.***, 2010 SKQB 79 at para. 9, 351 Sask.R. 55, and sometimes appear with supporters who do the same: ***Dempsey v. Envision Credit Union***, 2006 BCSC 1324 at paras. 16-24, 60 B.C.L.R. (4th) 309. This misconduct extends to disrespect, threats, and in some cases violence directed to court personnel, judges, and other parties. For example: ***Shakes v. Canada (Public Safety and Emergency Preparedness)***, 2011 CanLII 60494 (I.R.B.) and ***Hajdu v. Ontario (Director, Family Reponsibility Office)***, 2012 ONSC 1835 at paras. 10-14.

[258] OPCA litigants have an alarming predisposition to a belief that they can ‘take justice into their own hands’ and act against the judiciary. The attempted arrest of a judge reported in ***R. v. Main***, at para. 8 is a good example. More recently, during the trial of a Porisky associate (***R. v. Lawson***, 2012 BCSC 356 at para. 26, 2012 D.T.C. 5069) the defendant referred to:

> ... "YouTube" videos showing people swarming the courts of England "to demand justice and chasing judges from the bench." There is a reference to the "public, who are paying close attention to this and related proceedings in growing numbers."

[259] While Justice Myers chose to “... give Mr. Lawson the benefit of the doubt and assume that this was not meant as a veiled threat ...” (para. 27), I think this very effectively illustrates the potential activities that judges and court officials can expect when dealing with OPCA litigants. They have been incited by the misguided and dangerous rhetoric spewed by their gurus, and that raises the troubling possibility of in-court misconduct, if not physical risks.

[260] OPCA litigants often attempt to ‘rally the troops’ so that groups of supporters appear at a hearing. That can lead to orchestrated disruptions (***Dempsey v. Envision Credit Union***, 2006 BCSC 1324 at paras. 16-24, 60 B.C.L.R. (4th) 309) including threats directed at judges (***R. v. Main***, at para. 8). Our Court has experienced high tension incidents, particularly with Freemen-on-the-Land and CERI members, where persons in the public gallery had to be expelled, sometimes by force.

[261] It is therefore appropriate that a court may adopt specific in-court and security procedures in response to persons who are suspected OPCA litigants. Additional in-court security is generally warranted.

[262] In particular, this Court has discovered that OPCA litigants will make clandestine audio and video recordings of Court proceedings, in violation of Court rules. These are then often posted on the Internet.

[263] The fact that litigation involves OPCA motifs may also be a basis for a judge to order a courtroom closed to the public, particularly if persons in the public gallery disrupt proceedings, such as in ***Dempsey v. Envision Credit Union***, 2006 BCSC 1324 at paras. 16-24, 60 B.C.L.R. (4th) 309, or pose a physical threat. I have made an order of this kind about allowing public entry, subject to a search and removal of prohibited electronic recording equipment prior to entry.

VI. OPCA Concepts and Arguments

[264] Though OPCA concepts initially appear to be very diverse, they may be grouped into a limited number of general categories. In this Court’s experience, apparently novel OPCA concepts very often recycle old schemes, but use somewhat different terminology. These variants, once assigned to a general category, are obviously defective.

[265] Different OPCA concepts and arguments are often interwoven. Concepts from different general categories often appear in the same document or argument, as OPCA litigants freely interchange and mix these ideas. As Mr. Meads’ materials and arguments illustrate, even a single letter may apply numerous concepts from multiple general OPCA scheme and concept categories. This ‘mixing’ and ‘layering’ occurs even when the result is illogical. For example, Mr. Meads claims to only adhere and be subject to “God’s law”, yet emphasizes the alleged operation and binding “universal” character of the *UCC*.

[266] As a preliminary note, review of the caselaw and this Court’s experience indicates that OPCA concepts and argument do not generally rely on the *Canadian Charter of Rights and Freedoms*, Part 1, *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982* (U.K.), 1982, c. 11 [the “*Charter*”]. This may reflect the fact most OPCA concepts are adapted from American precursors, or that the typical OPCA litigant is unwilling to shield themselves under the authority of the *Charter*. They instead prefer to frame their arguments around the *Canadian Bill of Rights* (***Canada (Minister of National Revenue - M.N.R.) v. Stanchfield***, 2009 FC 99 at paras. 29-30, 340 F.T.R. 150; see also ***R. v. Amell***, 2010 SKPC 107 at paras. 156-157, 361 Sask.R. 61; ***Friesen v. Canada***, 2007 TCC 287 at para. 3, [2007] 5 C.T.C. 2067), which has a well-established limited legal effect (***Attorney General of Canada v. Lavell***, 1973 CanLII 175 (SCC), [1974] S.C.R. 1349, 38 D.L.R. (3d) 481).

A. The Litigant is Not Subject to Court Authority

[267] A very common OPCA scheme category is that the OPCA litigant is in some manner outside the jurisdiction of the court or state, or is somehow rendered immune from legal obligations. This category has three general forms:

1. the jurisdiction of the court is restricted to certain specific domains, and the OPCA litigant falls outside those categories;

2. the jurisdiction of the court is eliminated due to some defect; and

3. the OPCA litigant is in some manner immunized from the court's actions.

1. Restricted Court Jurisdiction

[268] A common and older OPCA concept is that a Canadian court has a restricted jurisdiction. The majority of these schemes appear to have an American origin.

a. Admiralty or Military Courts

[269] A typical situation is that an OPCA litigant may claim a court is a military or admiralty court, and therefore has no jurisdiction over the litigant: ***Hajdu v. Ontario (Director, Family Reponsibility Office)***, 2012 ONSC 1835; ***Ramjohn v. Rudd***, 2007 ABQB 84, 156 A.C.W.S. (3d) 38; ***R. v. J.B.C. Securities Ltd.***, 2003 NBCA 53, 261 N.B.R. (2d) 199; this proceeding. Once the true restricted nature of the court is 'unmasked', the litigant will declare themselves immune to court action. That, of course, has been uniformly unsuccessful.

[270] Mr. Meads at one point pursued this approach in his oral arguments. He demanded to know the meaning and significance of the Royal Coat of Arms of Canada attached to the back of the courtroom, behind the bench. Once I translated the Latin motto "*A Mari usque ad Mare*", "from sea to sea", Mr. Meads declared it meant the Alberta Court of Queen's Bench was an admiralty court which had no jurisdiction over himself. Mr. Meads was in one sense correct; this court *can* potentially address admiralty law matters, subject to legislation that assigns that jurisdiction to the Federal Court (***Zavarovalna Skupnost, (Insurance Community Triglav Ltd.) v. Terrasses Jewellers Inc.***, 1983 CanLII 138 (SCC), [1983] 1 S.C.R. 283, 54 N.R. 321; *Federal Courts Act*, R.S.C. 1985, c F-7, s. 22). Admittedly landlocked as Alberta is, litigation of that kind is not exactly a common occurrence. Mr. Meads is, however, manifestly mistaken if he thinks that is the *sole* jurisdiction of the Alberta Court of Queen's Bench.

[271] Another Admiralty Law based argument illustrates how the word "includes" seems to baffle OPCA litigants. I have personally received a 'foisted unilateral agreement' (see below) that explains that "Canada" is restricted to the oceans that surround the landmass and its internal waters. The writer explains the basis of this argument is the *Interpretation Act*, R.S.C. 1985, c. I-21, s. 35(1), which reads in part:

> 35. (1) In every enactment,
>
> ...
>
> "Canada", for greater certainty, includes the internal waters of Canada and the territorial sea of Canada ... [Emphasis added.]

The author continued to declare that all Canadian courts:

> ... are nothing but pirates **(criminals)** operating on the high seas of commerce, looking for some prize, and as such, they are *de facto* courts ... [Emphasis in original.]

This may have been the argument advanced in ***R. v. Martin***, 2012 NSPC 73 at para. 11.

[272] OPCA litigants who advance these schemes will often focus on certain aspects of court formalities. Like Mr. Meads, they may scrutinize the court for some hidden indication of its true nature. A strange but common belief is that a flag with yellow or gold thread 'fringes' "denotes a military jurisdiction, not common law". In ***R. v. J.B.C. Securities Ltd.***, 2003 NBCA 53 at para. 2, 261 N.B.R. (2d) 199, Chief Justice Drapeau of the New Brunswick Court of Appeal rejected a motion by Lindsay "... removing the gold-fringed Canadian flag that has adorned the

Court of Appeal's hearing room for years ...". This motion, and the argument that "[t]here is no lawful reason for a Canadian flag to be present other than the regular statutory authorized flag" was frivolous and vexatious: para. 9.

b. Notaries are the Real Judges

[273] Another curious belief that purports to limit court jurisdiction is that notaries, as a kind of common law official, in some manner possess judicial or judge-like authority that displaces the authority of Canadian courts. In ***Jabez Financial Services Inc. (Receiver of) v. Sponagle***, 2008 NSSC 112 at paras. 14, 264 N.S.R. (2d) 224 the OPCA litigant made the following claim:

> Whereas it is my understanding that I can use a Notary Public to perform duties found under any Act including thus they have the power to hold court and hear evidence and issue binding lawful judgments, and,
>
> Whereas it is my understanding that a Notary Public can also be used to bring criminal charges to bear against traitors, even if they hold the highest office ...

[274] Naturally, this claim is rubbish, and the litigants offered no foundation for this concept. The relevant legislation (*Notaries Public Act*, R.S.A. 2000, c. N-6; *Notaries Public Regulation*, Alta. Reg 68/2003) does not authorize notaries to function in that manner. While I am a notary as a consequence of my office as a Justice (*Notaries Public Act*, s. 4), that does not make all notaries judges. OPCA litigants often assign special and misplaced significance to notaries and their activities, see for example ***Papadopoulos v. Borg***, 2009 ABCA 201 at paras. 3, 10.

[275] I will subsequently comment on the well established general authority of a superior court of inherent jurisdiction, and how that defeats this argument category.

c. Religion or Religious Belief Trumps the Courts

[276] Religion is a common basis for a claim that a court cannot act. While the precise manner in which religion or religious principles are invoked may vary, all these schemes appear to flow from a common rationale; there is some form of religious authority or law that trumps that of the court and Canada.

[277] Some OPCA litigants claim immunity on the basis of religion, or like Mr. Meads, say they are only subject to something like "God's Law", or biblical principles. Often these religious beliefs conveniently excuse an OPCA litigant from some onerous obligation, such as paying taxes, or obtaining a driver's licence, motor vehicle registration, and automobile insurance. Members of the Edmonton area Church of the Ecumenical Redemption International, the group headed by "minister" Belanger, claim that their possession and use of marijuana is authorized by the King James Bible and therefore the state and courts have no authority to restrict those activities. Similarly, Mr. Meads, in his submissions, stated he does not recognize marriage outside a biblical context, and divorce can only flow from infidelity. He says a court-ordered divorce based on other criteria cannot bind him.

[278] Belief, religious activity, and association is a protected right under *Charter*, s. 2(a). However, Canadian courts recognize that as a *restricted* right that is subordinate "... to such reasonable limits prescribed by law as can be demonstrably justified in a free and democratic society.": *Charter*, s. 1. The Supreme Court of Canada has been explicit that religious beliefs do not trump the right of government to organize and regulate Canadian society, as was recently reviewed in ***Alberta v. Hutterian Brethren of Wilson Colony***, 2009 SCC 37, [2009] 2 S.C.R. 567.

[279] OPCA litigants do not usually frame their religious arguments in a *Charter* context, but that would be the appropriate approach for them to pursue the rights they say flow from their beliefs, rather than a bald declaration of religion-based immunity. That is not to suggest that such *Charter*-based arguments will succeed, but they will at least be appropriately framed.

[280] OPCA litigants have also seized on the preamble to *The Constitution Act, 1982, Schedule B to the Canada Act 1982 (UK)*, 1982, c .11, which reads:

> Whereas Canada is founded upon principles that recognize the supremacy of God and the rule of law ... [Emphasis added.]

[281] This passage has been the subject of occasional judicial commentary, most simply because various litigants have argued that the preamble makes any of Canada's laws subject to the "supremacy of God". This proposition is expertly dismantled and dismissed by Justice Muldoon in ***O'Sullivan v. Canada (No. 2)*** (1991), 1991 CanLII 8224 (FC), 45 F.T.R. 284, 84 D.L.R. (4th) 124 (F.C.T.D.), where he concludes:

> The preamble to the Charter provides an important element in defining Canada, but recognition of the supremacy of God, emplaced in the supreme law of Canada, goes no further than this: it prevents the Canadian state from becoming officially atheistic. It does not make Canada a theocracy because of the enormous variety of beliefs of how God (apparently the very same deity for Jews, Christians and Muslims) wants people to behave generally and to worship in particular. The preamble's recognition of the supremacy of God, then, does not prevent Canada from being a secular state. [Emphasis added.]

See also ***Mercedes-Benz Financial v. Kovacevic***, [2009] O.J. No. 783 at para. 42, 2009 CanLII 9368 (Ont. Sup. Ct. J.); ***Pappas v. Canada***, 2006 TCC 692 at paras. 1, 9-10, [2006] G.S.T.C. 161; ***R. v. Demers***, 2003 BCCA 28 at paras. 15-16, 177 B.C.A.C. 16, leave refused [2003] S.C.C.A. No. 103.

[282] Other OPCA litigants claim that legislation, common law, and court principles and procedures are subject to "God's Law", or other divinely ordained rules or principles, have been uniformly rejected: ***Bloom v. Canada***, 2011 ONSC 1308 at paras. 6-7; ***Sandri v. Canada (Attorney General)***, 2009 CanLII 44282 at paras. 5, 13, 179 A.C.W.S. (3d) 811 (Ont. Sup. Ct. J.); ***Pappas v. Canada***, 2006 TCC 692 at paras 1, 9-12, [2006] G.S.T.C. 161; ***R. v. Lindsay***, 2011 BCCA 99 at para. 31, 302 B.C.A.C. 76, leave refused [2011] S.C.C.A. No. 265; ***Gravlin et al. v. Canadian Imperial Bank of Commerce et al***, 2005 BCSC 839 at para. 50, 140 A.C.W.S. (3d) 447.

[283] In ***Dempsey v. Envision Credit Union***, 2005 BCSC 1730 at para. 6, 145 A.C.W.S. (3d) 1040, this declaration took the form of a colourfully named "Constructive Notice of Child of God Status". At para. 30 Justice Garson concluded that was not a basis to remove her from a trial, as the litigant "... has not "accepted" my jurisdiction to hear this matter." The same approach was unsuccessful at defeating the Law Society of British Columbia's authority to regulate legal practice: ***Law Society of British Columbia v. Dempsey***, 2005 BCSC 1277 at paras. 8, 16, 179, 194, 142 A.C.W.S. (3d) 346, affirmed 2006 BCCA 161, 149 A.C.W.S. (3d) 735, see also ***Szoo v. Canada (Royal Canadian Mounted Police)***, 2011 BCSC 696 at paras. 21, 45.

[284] Similarly, there is there is no "God given right" to travel on public roads that trumps legislation: ***Sydorenko v. Manitoba***, 2012 MBQB 42, see also ***R. v. Kaasgaard***, 2011 MBQB 256, para. 7 and ***Winningham v. Canada***. Justice Herauf concluded a debtors's claim to be "washed of debt by the blood of our Lord Jesus Christ who has redeemed us of all debt ... is pure unadulterated rubbish!": ***Dirks v. Canada (Minister of National Revenue - M.N.R.); Dirks, Re***, 2007 SKQB 124 at para. 7, 31 C.B.R. (5th) 192.

[285] Mr. Meads advanced an ill-formed argument that "God's law" or the "Maximus of Law" is the law that he chooses to apply in this proceeding. There is, of course, no basis for that demand, and in any case that would not defeat or restrict the authority of this Court. The same would be true of any argument that this Court's authority is subject to any other religious perspective or prescription.

2. Defective Court Authority

[286] In some instances an OPCA litigant may argue that a defect of some kind renders a court or judge without authority. An OPCA litigant may attempt to identify that defect by demanding that the court prove its authority is valid and genuine.

a. Oaths

[287] A very common demand is that a judge provide some indication of valid authority. Commonly that demand is for documentation, such as a certificate of appointment, or a copy of an oath of office: ***R. v. Lindsay***, 2006 BCSC 188, 68 W.C.B. (2d) 718, affirmed 2007 BCCA 214; ***Ramjohn v. Rudd***, 2007 ABQB 84 at para. 9, 156 A.C.W.S. (3d) 38; ***Bank of Montreal v. McCance***, 2012 ABQB 537 at para. 7. In ***Alberta Treasury Branches v. Klassen***, 2004 ABQB 463 at para. 25, 364 A.R. 230, an OPCA representative added the following post-script to his submissions:

> If you had jurisdiction on June 7th, even under an Admiralty Court, you must have taken an Oath. Can you provide me with a copy of your Oath, like other professions must provide to show copies posted) of their certification, they are legitimate and not imposters? It would be appreciated since it is demanded in Sec. 9.12,b of the Provincial Court Act. ("transmitted forthwith")

[288] Curiously, these litigants do not appear aware that judicial appointments are published as an Order-in-Council.

[289] It is well established that a judge or court officer is *presumptively* authorized to act as they do, and rather the OPCA litigant who claims some deficiency or bias must prove that deficiency. In ***R. v. Crischuk***, 2010 BCSC 716 at paras. 36-38, affirmed 2010 BCCA 391, 2010 D.T.C. 5141, Justice Barrows explained that onus in this manner:

> 37 ... His position appears to be that simply announcing a challenge to the authority of the judge or the Crown to occupy the positions they occupy is sufficient. It is not. There must be some evidence that casts into doubt that which otherwise appears regular on its face. There is no evidence to doubt Judge Hogan's status. Thus, this ground of the appeal, to the extent it relates to Judge Hogan's failure to produce a certified copy of his oath of office, has no merit. [Emphasis added.]

See also: ***R. v. Lemieux***, 2007 SKPC 135 at para. 12.

[290] An OPCA litigant sometimes demands that a judge swear various oaths and follows with an allegation that a failure to do so defeats the court's authority. That is what appeared to happen in ***Kilini Creek/Patricia Hills Area Landowners v. Lac Ste. Anne (County) Subdivision and Development Appeal Board***, 2001 ABCA 92 at para. 2, 104 A.C.W.S. (3d) 1142. Justice McClung's response was succinct:

> Reverend Belanger demands that I take an oath (for his use) that acknowledges the supremacy of God and the Charter of Rights. I have declined this opportunity.

b. The Court Proves It Has Jurisdiction and Acts Fairly

[291] Other reported demands to demonstrate judicial authority include:

- "are you a public servant?": ***Dempsey v. Envision Credit Union***, 2006 BCSC 1324 at paras. 31, 32, 33, 60 B.C.L.R. (4th) 309;
- that the court "state its jurisdiction": ***Hajdu v. Ontario (Director, Family Reponsibility Office)***, 2012 ONSC 1835 at para. 20; and
- a court disprove it acts "in colour of law": ***Hajdu v. Ontario (Director, Family Reponsibility Office)***, 2012 ONSC 1835 at para. 22.

[292] Other OPCA litigants claim judicial bias, influence, or conspiracy. However, a litigant who advances that kind of claim has an obligation to provide positive evidence to support the alleged conspiracy: ***R. v. Sydel***, 2010 BCSC 1470 at paras. 27-29, see also ***R. v. Sydel***, 2010 BCSC 1473 at paras. 18-23, 39, [2011] 1 C.T.C. 200, affirmed 2011 BCCA 103, leave refused [2011] S.C.C.A. No. 191.

c. Court Formalities

[293] A further alleged defect category involves some formal aspect of the court or its activities. For example, Henry has argued that whether a judge is or is not gowned affects the judge's jurisdiction: ***Henry v. Starwood Hotels***, 2010 ABCA 367, leave refused [2010] S.C.C.A. No. 475; ***Henry v. El***, 2010 ABCA 312 at para. 3, leave refused [2011] S.C.C.A. No. 138.

[294] A parallel concept is advanced by Edmonton area OPCA guru Belanger, who puts special significance on the edition of the Bible present in the courtroom and that a witness holds when swearing their evidence will be accurate and complete. Belanger claims that only a King James Bible (and perhaps a specific edition) can serve in that role. Of course, that is nonsense. There is neither legislation or common law that makes that requirement. The *Alberta Evidence Act*, R.S.A. 2000, c. A-18, s. 15(1) states the oath requires a person hold "... the Bible or New

Testament, or Old Testament in the case of an adherent of the Jewish religion ...", while s. 15(2) also permits that "... the oath may be taken or sworn on any one of the 4 Gospels."

[295] As for any common-law requirement, there is no question that the specific choice of Bible (or other sacred text) present in a courtroom falls within the jurisdiction of a court to manage its proceedings and procedures: I.H. Jacob, "The Inherent Jurisdiction of the Court" (1970) 23 Current Legal Problems 23, cited in ***B.C.G.E.U. v. British Columbia (Attorney General)***, 1988 CanLII 3 (SCC), [1988] 2 S.C.R. 214, 53 D.L.R. (4th) 1; ***R. v. Morales***, 1992 CanLII 53 (SCC), [1992] 3 S.C.R. 711, 144 N.R. 176; ***R. v. Hinse***, 1995 CanLII 54 (SCC), [1995] 4 S.C.R. 597, 130 D.L.R. (4th) 54; ***MacMillan Bloedel Ltd. v. Simpson***, 1995 CanLII 57 (SCC), [1995] 4 S.C.R. 725, 130 D.L.R. (4th) 385, see also ***R. v. Gillespie***, 2000 CanLII 26952 (MB CA), 2000 MBCA 1, 185 D.L.R. (4th) 214 and ***R. v. Levogiannis,*** 1993 CanLII 47 (SCC), [1993] 4 S.C.R. 475 at paras. 27-28, 160 N.R. 371.

[296] A recent Ontario case, ***Hajdu v. Ontario (Director, Family Reponsibility Office)***, 2012 ONSC 1835 at paras. 10-14, reports a bizarre defective court authority OPCA concept. The trial judge adjourned a hearing and exited the courtroom in response to disruptive conduct by the OPCA litigant. That litigant, a self-declared sovereign man, then said:

> The judge has left the court; has abandoned the court. I, as a sovereign, claim authority and dismiss the matter.

[297] The transcript indicates the clerk then responded: "No, you cannot." The OPCA litigant left the courtroom. The proceeding continued later after first the judge and then the OPCA litigant returned. On appeal, Justice Coats concluded that the adjournment did not end the matter in the OPCA litigant's favour, or permit the litigant to 'seize control' and end the proceeding.

d. The State is Defective

[298] A more global attack on the authority of the state has also been advanced as a defect that allegedly defeats court action. A good example of this variant is a peculiar argument that no post-1931 Governor General had a valid appointment because of a defect in the 1931 *Statute of Westminster*. That defect alleged cascaded to invalidate all post-1931 government legislation and action, including the operation of the courts and appointment of judges: ***R. v. Dick***, 2001 BCPC 275; ***R. v. Lindsay***, 2004 MBCA 147 at para. 32, 187 Man.R. (2d) 236.

[299] Lindsay has also alleged that a defect in Queen Elizabeth II's coronation oath subverts all government and judicial authority, as the Queen is "... constitutionally and contractually to uphold and enforce the laws of God as they are set out in the King James Version of the Holy Bible, which are the supreme source of law ...": ***R. v. Lindsay***, 2011 BCCA 99 at paras. 31, 302 B.C.A.C. 76, leave refused [2011] S.C.C.A. No. 265. That allegedly collapses state and judicial authority. Unsurprisingly, the British Columbia Court of Appeal has concluded that argument has no basis: at para. 32.

e. Conclusion - Defective Court Authority

[300] All 'defective court authority' schemes face two issues:

1. a rebuttable presumption that a court and judge are authorized; and

2. the intrinsic authority of superior courts of inherent jurisdiction, a point I will further explore.

[301] OPCA litigants do not address either point. 'Defective court' arguments are bald allegations that the litigant deploys and then demands the court rebut. These frivolous arguments have a strong parallel in certain American OPCA concepts. Perhaps the strangest is reported by Jol A. Silversmith in "The "Missing Thirteenth Amendment": Constitutional Nonsense and Titles of Nobility", 8 Southern California Interdisciplinary Law Journal 577 (April 1999). That paper documents how certain U.S. OPCA litigants allege that a secret and lost U.S. Constitutional Amendment subverts the authority of judges and lawyers by stripping their status as American citizens because they are petty British nobility, "esquires".

3. Immune to Court Jurisdiction - 'Magic Hats'

[302] Another branch of the immunity category flows from an argument that a person has some status or has undertaken certain steps that renders the OPCA litigant immune to court action. I have given this category the name

‘magic hats’ to capture the manner in which OPCA gurus and litigants approach these arguments. They freely wear, remove, and switch ‘magic hats’ as need be. Many OPCA schemes are a combination, or succession, of ‘magic hats’.

[303] The manner in which ‘magic hat’ schemes are presented is sometimes entirely arbitrary; a litigant only need say “I am a sovereign man”, or “I am a Freeman-on-the-Land”, and then are allegedly rendered immune to state and court action, all without any other further effort, explanation, or rationale. Some litigants go further: ***Gravlin et al. v. Canadian Imperial Bank of Commerce et al***, 2005 BCSC 839 at para. 24, 140 A.C.W.S. (3d) 447 reports a litigant who filed an “Affidavit of Non-Participation in Commercial Activity” that announced “I am immune from the Jurisdiction of any Court in Canada.”

[304] Sometimes a ‘magic hat’ is accompanied by a theoretical context to explain the operation of the ‘magic hat’. Mr. Meads, for example, explained his immunity to state and court action via his choice to be subject to “God’s law”, the “Maximus of Law”, which applies to him as he is a “living flesh and blood sentient-man”.

[305] In these Reasons I will survey and categorize the plethora of ‘magic hats’ that are reported in Canadian jurisprudence and that have also been identified by this Court. There are three special categories of ‘magic hat’ schemes that will be reviewed separately because of their complex nature and due to the variations in which they are often expressed, that:

1. no legal obligation can be enforced on the OPCA litigant without his or her agreement,

2. a single person has two legal aspects, or can be split into two legal entities, and

3. an OPCA litigant can unilaterally bind the state, a state actor, a court, or other persons with a ‘foisted’ agreement.

[306] I will first examine and catalogue the simpler ‘magic hats’. These are not so much separate and distinct categories, but instead potentially useful groups for analysis and review. Sometime a particular ‘magic hat’ will fall into more than one group, depending on how it is expressed (or worn).

a. I Belong to an Exempt Group

[307] Many OPCA litigants argue that they cannot be the target of state sanction or legal obligation because they are not subject to that kind of obligation. These arguments are often bizarre. For example, Warman, then represented by Lindsay, (unsuccessfully) argued that the *Criminal Code* only applies to “fictitious persons”, and not “a sovereign, flesh and blood living man”: ***R. v. Warman***, 2001 BCCA 510 at paras. 9-10, 13-14. That was “... rejected as being without any legal, historical or constitutional foundation whatsoever.”: para. 14. A similar argument that only corporations, and not human beings, are subject to Canadian law was addressed and rejected in ***Waterloo (Regional Municipality) v. Bydeley***, 2010 ONCJ 740 at para. 54, affirmed 2011 ONCJ 842, affirmed [2011] O.J. No. 6282 (QL) (Ont. C.A.), see also ***Winningham v. Canada*** where the litigant claimed the *Criminal Code* only applies to “corporations and fictitious persons”.

[308] In ***R. v. Martin***, 2012 NSPC 73 at para. 10 a Detaxer interpreted *Charter*, s. 32 to indicate that all Canadian law only applies to entities that advance government policy, programs, or functions. That proposition was rejected.

[309] Another school of the ‘exempt’ category claims the OPCA litigant is immune because of an association with some foreign nation-state, or aboriginal affiliation. These jurisdictions are often imaginary. This concept is popular among American OPCA litigants. For example, my office occasionally receives complex documents from persons who claim to be citizens of Texas, an independent nation-state. On that basis, they claim immunity from traffic tickets issued in Alberta. Persons in this category will manufacture their own ‘national’ identification and license plates. Winningham attempted this approach, but also claimed to be an ambassador of the “Nation of Texas”: ***Winningham v. Canada***.

[310] Aboriginal status (real or fictitious) is another basis that allegedly provides immunity to court action or income tax obligation: ***Bloom v. Canada***, 2010 FC 621 at paras. 3, 16, [2010] 5 C.T.C. 143; ***R. v. Crischuk***, 2010 BCSC 716 at paras. 26-29, affirmed 2010 BCCA 391, 2010 D.T.C. 5141; see also ***Louison v. Ochapowace Indian Band #71***, 2011 SKQB 87, 369 Sask.R. 258, affirmed 2011 SKCA 119 for a general commentary on the effect of

pre-colonial occupation of lands. This court has received correspondence from "The Tacit Supreme In Law Court" of the "Sovran Nations Embassies of Mother Earth" which appears to combine aboriginal status and claimed nation status as a basis for immunity.

[311] An interesting variation on the aboriginal immunity concept is advanced by Henry as ":Chief : Nanya-Shaabu: El: of the At-sik-hata Nation of Yamassee Moors." Henry not only claims to be the head of an independent nation-state and aboriginal community, but that his tribe owns Canada. He now demands rent. Henry has at times filed bizarre and elaborate documents with this Court that appear intended to assert and enforce that ownership. I agree with Justice Sanderman's succinct evaluation of Henry's claims as "total gibberish": ***Henry Estate v. Alberta Health Services***, 2011 ABQB 113. Similarly, "Moorish" affiliation, in this case membership in the "Moorish Divine and National Movement of North America", did not provide inherent jurisdiction or a capacity to trump Canadian legislation, administrative tribunals, or the courts: ***Shakes v. Canada (Public Safety and Emergency Preparedness)***, 2011 CanLII 60494 at para. 33 (I.R.B.).

[312] Henry also has worn a *literal* 'magic hat'! In the Alberta Court of Queen's Bench ***Henry v. Starwood Hotels*** (1 September 2010) Edmonton 1003-01152 (Alberta Q.B.) before Justice Shelley, Henry appeared wearing what is best described as ceremonial garb, with a robe and red fez, that he indicated had special significance. Subsequently, Henry has appeared in Chambers wearing what appeared to be a lawyer's robes. It seems that Moorish Law advocates place special weight on court dress, particularly since Henry appealed Justice Shelley's findings in part on the basis that he had garbed himself in a manner appropriate for the occasion, but she had not: ***Henry v. Starwood Hotels***, 2010 ABCA 367 at para. 4, leave refused [2010] S.C.C.A. No. 475.

[313] Unsurprisingly, the Detaxers have developed their own "exempt" arguments as to why they should not have to pay income tax. I have previously commented on the thoroughly discredited argument that only corporations are taxpayers: ***R. v. Klundert***, 2008 ONCA 767 at para. 19, 93 O.R. (3d) 81, leave refused [2008] S.C.C.A. No. 522; ***R. v. Lindsay***, 2011 BCCA 99 at para. 27, 302 B.C.A.C. 76, leave refused [2011] S.C.C.A. No. 265; ***R. v. Pinno***, 2002 SKPC 118 at paras. 12-13, 15-16, [2003] 3 C.T.C. 308; ***Kennedy v. Canada (Customs and Revenue Agency)***, 2000 CanLII 22837 (ON SC), [2000] 4 C.T.C. 186, 2000 D.T.C. 6524 (Ont. Sup. Ct. J.). Justice Myers put it as well as anyone in ***Porisky Trial Decision*** at para. 58:

> Mr. Porisky's theory not only does not bear any legal logic but it also fails to accord with common sense. It is a failed attempt at word magic and has no validity.

[314] Similarly, a claim that the obligation to pay tax falls solely on government employees was rejected in ***Turnnir v. The Queen***, 2011 TCC 495 at para. 5. I believe this is a literal application of what I understand to be a common American OPCA argument that the Internal Revenue Service classifies and penalizes as a "frivolous tax argument", for example: ***McAffee v. United States***, 84 A.F.T.R. 2d 99 (N.D.Ga. 1999)

[315] Obligation to adhere to motor vehicle licensing, registration, and insurance seems to have spawned considerable OPCA litigant activity. One apparently common argument is that the OPCA litigant is not subject to those requirements because that legislation only applies to either commercial vehicles (***Waterloo (Regional Municipality) v. Bydeley***, 2010 ONCJ 740 at paras. 35-38, affirmed 2011 ONCJ 842, affirmed [2011] O.J. No. 6282 (QL) (Ont. C.A.)), or vehicles operated by corporations (***R. v. Kaasgaard***, 2011 MBQB 256 at paras. 8-9).

[316] Similarly, courts have rejected arguments that a "driver" in motor vehicle legislation is restricted to obsolete interpretations of that definition: persons who direct horse-drawn vehicles, or persons whose profession involves moving livestock (***Waterloo (Regional Municipality) v. Bydeley***, 2010 ONCJ 740 at paras. 39-46, affirmed 2011 ONCJ 842, affirmed [2011] O.J. No. 6282 (QL) (Ont. C.A.)). This case reports the quite common OPCA litigant strategy of only citing historic rather than current references: para. 39. The failure of this and related arguments was summarized by Justice Stinson in this manner at para. 56:

> It may well be the defendant's wish not to be governed by the HTA, or any other statute, for that matter. It may offend her personal beliefs, which she is obviously entitled to have. But, if she does not wish to be subject to the HTA, the solution is quite clear. She simply need not drive. The HTA, whether the defendant likes it or not, governs her conduct when she is the driver of a vehicle on a highway in the Province of Ontario. [Emphasis added.]

b. I Declare Myself Immune

[317] Another common variation on the ‘immunity’ category is that a unilateral declaration of some form may defeat state and court authority. This concept is closely associated with the Sovereign Man and Freeman-on-the-Land movements, but also emerges in other contexts. The ‘immune declaration’ concept is interwoven into the general ‘obligation requires agreement’ OPCA strategy category, later reviewed in more detail.

[318] Of course, it is indeed possible to cease to be governed by Canadian law. One only need leave Canada and break formal ties with this jurisdiction. However, the ‘immune by declaration’ school claims a person can live in Canada but without any obligation or responsibility as a consequence of some special status, which has various names such as a “sovereign man”, a “freeman”, or a “Freeman-on-the-Land”. This “immune by declaration” group often draws an arbitrary line between “statutes” and “common law”, and says they are subject to “common law”, but not legislation. Mr. Meads appears to have adopted that kind of distinction.

[319] Often immunity is based on nothing more than a bald allegation of some ‘magic hat’ status that flows from a name-based category. Examples include a claim to be:

- a “Freeman-on-the-Land”: ***Harper v. Atchison***, 2011 SKQB 38 at paras. 6, 15, 369 Sask.R. 134, see also ***Szoo v. Canada (Royal Canadian Mounted Police)***, 2011 BCSC 696; ***Jabez Financial Services Inc. (Receiver of) v. Sponagle***, 2008 NSSC 112 at paras. 14, 18, 264 N.S.R. (2d) 224; in relation to criminal prosecution: ***R. v. McCormick***, 2012 NSSC 150 at para. 9;

- a “Freeman and a Natural Person”: ***Summerland (District) v. No Strings Enterprises Ltd.***, 2003 BCSC 990 at para. 19, 124 A.C.W.S. (3d) 39, leave denied 2004 BCCA 360, 131 A.C.W.S. (3d) 99;

- a “Freeman-on-the-Land” and unilaterally defining relationships and obligations with others by “treaty”: ***Harper v. Atchison***, 2011 SKQB 38 at paras. 6, 15, 369 Sask.R. 134;

- a “free will full liability person” under “Anglo-Saxon Common Law”: ***Dempsey v. Envision Credit Union***, 2006 BCSC 1324 at para. 39, 60 B.C.L.R. (4th) 309; ***Alberta Treasury Branches v. Klassen***, 2004 ABQB 463 at para. 25, 364 A.R. 230;

- a “sovereign man” or “sovereign citizen”: ***MBNA Canada Bank v. Luciani***, 2011 ONSC 6347 at para. 14; ***R. v. Warman***, 2001 BCCA 510 at paras. 9-10, 15; and

- a nation-state: ***Williams v. Johnston***, [2008] O.J. No. 4853 (QL) at para. 8, 2008 CanLII 63194 (Ont. S.C.), affirmed 2009 ONCA 335, 176 A.C.W.S. (3d) 609, leave refused [2009] S.C.C.A. No. 266.

[320] Attempts to unilaterally declare immunity to income tax obligations are not uncommon, see: ***R. v. Klundert***, 2008 ONCA 767 at para. 20, 93 O.R. (3d) 81, leave refused [2008] S.C.C.A. No. 522; ***R. v. Klundert*** (2004), 2004 CanLII 21268 (ON CA), 242 D.L.R. (4th) 644, 190 O.A.C. 36 (Ont. C.A.), leave refused [2004] S.C.C.A. No. 463; ***R. v. Pinno***, 2002 SKPC 118 at paras. 22, [2003] 3 C.T.C. 308; ***R. v. Sargent***, 2004 ONCJ 356 at paras. 40-41, [2005] 1 C.T.C. 448.

[321] Similarly, in ***Jabez Financial Services Inc. (Receiver of) v. Sponagle***, 2008 NSSC 112 at para. 14, 264 N.S.R. (2d) 224 and ***Szoo v. Canada (Royal Canadian Mounted Police)***, 2011 BCSC 696 at paras. 17, 45 the OPCA litigants declared they had “abandoned” their social insurance number. In ***Gravlin et al. v. Canadian Imperial Bank of Commerce et al***, 2005 BCSC 839 at para. 24, 140 A.C.W.S. (3d) 447 the claim of immunity was a consequence of a declaration the OPCA litigant would not enter into “commercial activities”, and therefore “I am immune from the Jurisdiction of any Court in Canada.”

c. I Have Been Incorrectly Identified

[322] Another common claim is that the OPCA litigant is not the person identified in the litigation documents: ***R. v. Lindsay***, 2011 BCCA 99 at para. 31, 302 B.C.A.C. 76, leave refused [2011] S.C.C.A. No. 265. This concept is usually linked to the ‘double/split person’ OPCA strategy category, so the OPCA litigant will then explain they are some kind of representative, agent, trustee, or guardian for the litigation’s actual target.

[323] Given the obsessive focus of the OPCA movement for documentary and procedural formalities (real or imagined), it is unsurprising that they have developed a wealth of arbitrary name-related rules. For example, Canadian courts have evaluated and rejected the following nomenclature-related schemes:

- a person is not immune from court action if that person identifies himself by an entirely different name, for example, “Mythlim-Axkw” instead of “Kazimierz Chester Crischuk”: ***R. v. Crischuk***, 2010 BCSC 716 at paras. 31-32, affirmed 2010 BCCA 391, 2010 D.T.C. 5141; ***Shakes v. Canada (Public Safety and Emergency Preparedness)***, 2011 CanLII 60494 at para. 11 (I.R.B.); ***Services de financement TD inc. c. Michaud***, 2011 QCCQ 14868 at para. 6;

- structuring a name in the format of [Firstname]-[Middlename]: [Lastname], i.e. “David-Kevin: Lindsay”, does not mean one is a separate person from “David Kevin Lindsay”: ***R. v. Lindsay***, 2006 BCCA 150 at para. 3, 265 D.L.R. (4th) 193; ***R. v. Lindsay***, 2008 BCPC 203 at para. 7, [2009] 1 C.T.C 86, affirmed 2010 BCSC 831, [2010] 5 C.T.C. 174, affirmed 2011 BCCA 99, 302 B.C.A.C. 76, leave refused [2011] S.C.C.A. No. 265;

- structuring a name in the format [Firstname] of the [family] of [Lastname], i.e. “John Donald of the family Sargent”, does not mean one is a separate person from “John Donald Sargent”: ***R. v. Sargent***, 2004 ONCJ 356 at para. 29, [2005] 1 C.T.C. 448;

- there is no legal distinction between a name in upper case and lower case letters, and a name all in capital letters: ***R. v. Linehan***, 2000 ABQB 815 at para. 13, 276 A.R. 383; ***R. v. Loosdrecht***, 2008 BCPC 400 at para. 36, [2009] 4 C.T.C. 49; ***R. v. Lemieux***, 2007 SKPC 135 at paras. 45-46, [2008] 2 C.T.C. 291;

- a claim that the person named in litigation is incorrectly identified by a “war name” or “nom de guerre” is irrelevant: ***Canada v. Galbraith***, 2001 BCSC 675 at paras. 25-29, 54 W.C.B. (2d) 504; and

- a name all in capitals is not a “legal fiction” and not different from “a flesh, blood and bone man”: ***Ontario (Director, Family Responsibility Office) v. Boyle***, [2006] O.J. No. 2181 (QL) at paras. 3-5, 149 A.C.W.S. (3d) 127 (Ont. Sup. Ct. J.).

[324] Similarly, OPCA litigants have demanded that court documents, such as informations and summons, display their names in all capital letters: ***R. v. Lawson***, 2012 BCSC 356 at para. 9, 2012 D.T.C. 5069. That, presumably, would then allow the litigant to claim that the all-capitals name related to someone else, and thereby go free.

d. I Am Subject to a Different Law

[325] Another ‘immunity’ ‘magic hat’ is an argument that the litigant is only subject to a different form of law than that which would otherwise apply to the present action. This category is arguably a facet of the ‘restricted court authority’ immunity group.

[326] It is helpful at this point to make a few comments on the manner in which OPCA litigants often use the term “common law”. OPCA litigants often draw an arbitrary line between “statutes” and “common law”, and say they are subject to “common law”, but not legislation. Of course, the opposite is in fact true, the “common law” is law developed incrementally by courts, and which is subordinate to legislation: statutes and regulations passed by the national and provincial governments. *The Constitution Act* provides the rules and principles that restrict the scope and nature of legislation, both by jurisdiction and on the basis of rights (ie. the *Charter*).

[327] Persons who claim to only be subject to the “common law” also do not appear to mean the *current* common law, but typically instead reference some historic, typically medieval, form of English law, quite often the *Magna Carta*, which, as I have previously observed, is generally irrelevant.

[328] ***Alberta Treasury Branches v. Klassen***, 2004 ABQB 463 at para. 25, 364 A.R. 230 provides an example of how this ‘mutant’ common law may be expressed:

> The above pose the fundamental reasons why I asked for a Court where this case could be tried under Natural law, for the Natural human person, an Anglo-Saxon Common Law Court. A Court without pretension, on a level floor without tiers, where the Judge is not in an Administrative capacity, but that of a Minister - not unlike the clergy. It's a court where jurisdiction is declared with a flying Canadian flag on the building or within the designated Courtroom.

> If Alberta does not have such a Court, it is incumbent to be provided. Otherwise it is contravening justice being served or seeming to be served, because the Court is operating under the colour of law.

[329] Another example of the peculiar OPCA definition of common law is that certain litigants will claim to not require motor vehicle registrations, licenses, or license plates, because when they operate a motor vehicle they are exercising their common law "right to travel": ***R. v. Peddle***, 1999 ABCA 284 at para. 7, 244 A.R. 184.

[330] The Courts have consistently rejected OPCA arguments that the common law trumps legislation: ***R. v. Sargent***, 2004 ONCJ 356 at paras. 42-43, [2005] 1 C.T.C. 448. OPCA litigants also sometimes advance an ill-defined "natural law" which is the sole authority over "flesh and blood" or "natural human persons": ***Alberta Treasury Branches v. Klassen***, 2004 ABQB 463 at paras. 25, 32, 364 A.R. 230, see also ***R. v. Warman***, 2001 BCCA 510 at paras. 9-10, 15. This language also appears in Mr. Meads' 'fee schedule'.

[331] Similarly, attempts to apply foreign law, very often the *UCC*, are without merit: ***Henry v. El***, 2010 ABCA 312 at para. 3, leave refused [2011] S.C.C.A. No. 138; ***R. v. Pinno***, 2002 SKPC 118 at paras. 12-13, 17-18, [2003] 3 C.T.C. 308. A combination of these features is evident in the documents reproduced in ***Papadopoulos v. Borg***, 2009 ABCA 201 at para. 3.

[332] Reversing the more typical position that a court is restricted to an admiralty law jurisdiction, some OPCA litigants have instead claimed they are solely subject to that kind of authority: ***Ramjohn v. Rudd***, 2007 ABQB 84 at para. 9, 156 A.C.W.S. (3d) 38; ***Papadopoulos v. Borg***, 2009 ABCA 201 at para. 3.

[333] Last, OPCA litigants and gurus tend to emphasize *Black's Law Dictionary* as an authoritative source for Canadian law. One could say that this is their (legal) bible. For example, Mr. Meads explained to me that as he learned about the law, he discovered the true meaning of the word "license", "an authorization to do something otherwise illegal", from *Black's Law Dictionary*.

[334] This choice of 'bible' is peculiar, given that *Black's Law Dictionary* is an American, rather than Canadian text. Of course, Canadian courts do make reference to *Black's Law Dictionary*, but it has nowhere near the same relevance as, say, Justice Côté's recent text, *Words That Bind: Words and Phrases Judicially Considered by the Supreme Court of Canada and by the Judicial Committee of the Privy Council to 1949* (Edmonton: Juriluber, 2011), or John B. Saunders, *Words and Phrases Legally Defined* (3rd ed.) (London: Butterworths, 1988-2007).

[335] Further, it is not uncommon that OPCA litigants will cite obsolete, older versions of *Black's Law Dictionary*. The second edition appears particularly popular, perhaps because it is now in the public domain. In court, an OPCA litigant may recite a passage from *Black's Law Dictionary* and then demand to know how that is incorrect.

[336] As discussed below in relation to the 'obligation requires agreement' OPCA scheme category, certain OPCA litigants attempt to frame interactions between individuals and states as purely a form of contract, thus allegedly negating the effect of legislation. This approach has been uniformly rejected (***Sandri v. Canada (Attorney General)***, 2009 CanLII 44282 at paras. 6, 13, 179 A.C.W.S. (3d) 811 (Ont. Sup. Ct. J.); ***R. v. Lindsay***, 2011 BCCA 99 at para. 32, 302 B.C.A.C. 76, leave refused [2011] S.C.C.A. No. 265), as are claims that the state has no authority in matrimonial and family matters because that too is a contract between two private persons (***Hajdu v. Ontario (Director, Family Reponsibility Office)***, 2012 ONSC 1835 at para. 25).

[337] Mr. Meads has advanced that latter argument. He says his marriage with Ms. Meads was a contract governed by "God's law", rather than the *Divorce Act*, R.S.C. 1985, c. 3 (2nd Supp), and *Matrimonial Property Act*, R.S.A. 2000, c. M-8. Neither legislation provides for an alternative scheme of law, and so I reject Mr. Meads' claim.

e. Conscientious Objector

[338] Non-religious belief has been advanced and rejected as a basis for immunity to state and court action. This has typically emerged in an income tax context. This is the chief theme of OPCA guru Lavigne, his thesis being that he should not be obliged to pay tax or presumably engage in any other activity that may promote thermonuclear war or cause mass murder: ***Jackson v. Canada (Customs and Revenue Agency)***, 2001 SKQB 377 at para. 36, 210 Sask.R. 285; ***R. v. Reddick***, 2002 SKCA 89 at para. 8, 54 W.C.B. (2d) 646.

[339] In ***R. v. McMordie***, 2001 BCCA 412, 155 B.C.A.C. 21, Justice Proudfoot, at para. 9, rejected a parallel argument:

> It appears that the appellant and his friends are under the impression that because he is contesting the payment of taxes based on his "political beliefs" rather than "self-interest" he is somehow or other entitled to immunity and cannot be prosecuted. This is a very interesting notion, but wholly devoid of merit.

Similarly, a claim that a person is a "tax protestor" also does not eliminate the obligation to pay income tax: ***R. v. Klundert***, 2008 ONCA 767 at para. 24, 93 O.R. (3d) 81, leave refused [2008] S.C.C.A. No. 522.

[340] Though perhaps disappointing to those who advance these theories, the fact remains that issues of policy are not ones that a court can review. As a consequence, the courts have no authority to evaluate the policy aspects that drive state processes such as taxation. This was clearly expressed in ***Giagnocavo v. Canada*** (1995), 95 D.T.C. 5650 at paras. 7-9, 58 A.C.W.S. (3d) 401:

> ... From a philosophical point of view, a case can no doubt be made that the impugned statute is cruel and inhuman, that it is a travesty of recognized moral values, that it constitutes an intrusion of the state not only in the bedrooms of the nation, as was said in another case, but in its piggy-banks as well. One could also say that a good number of citizens share the applicant's view in these matters, and would ring bells and dance in the streets if ever there were liberated from the unconscionable burden of taxation.
>
> The basic difficulty, however, is that the position taken by the applicant, although under the umbrella of judicial proceedings, is in fact a policy position over which courts and their judges have no jurisdiction. Policy issues are for legislators, and judicial issues only for judges. [Emphasis added.]

f. Tax-Related 'Magic Hats'

[341] Detaxers and other OPCA litigants have advanced a wealth of 'magic hats' that allegedly negate an obligation to pay income tax. Some relate to the relationship between the state and an individual, that:

- a person is immune from tax obligation because they are "a shareholder" in a jurisdiction or municipality has been rejected: ***R. v. Lawson***, 2012 BCSC 356 at para. 10, 2012 D.T.C. 5069;
- a person can pay for their income tax via a pro-rated share of government property "... is pure unadulterated rubbish!": ***Dirks v. Canada (Minister of National Revenue - M.N.R.); Dirks, Re***, 2007 SKQB 124 at para. 7, 31 C.B.R. (5th) 192;
- an obligation to pay income tax arises only as a bargain in exchange for government programs such as the Canada Pension Plan, so if a person waives a claim to government programs, they also waive their requirement to pay income tax, has been rejected: ***Porisky Trial Decision*** at para. 66; and
- the Canadian government has been financed by a secret arrangement that turns its citizens into corporations with "military names" has been rejected: ***R. v. Proteau***, 2002 SKPC 119 at paras. 6-7, [2003] 3 C.T.C. 118.

[342] Others allegedly relate to some kind of right:

- collecting income tax:
  - is contrary to religious belief and thus offends *Charter*, s. 2(a): ***Pappas v. Canada***, 2006 TCC 692 at paras. 1, 11-12, [2006] G.S.T.C. 161;
  - breaches the taxpayer's *Charter*, ss. 7-8 rights: ***Coulbeck v. University of Toronto***, [2005] O.J. No. 4003 (QL) 142 A.C.W.S. (3d) 889 (Ont. Sup. Ct. J.); and
  - is a prohibited indirect tax under *British North America Act (the Constitution Act)*, s. 91(3) as that authority is negated or displaced by the s. 92(2) provincial authority of direct taxation: ***Bruno v. Canada***, 2000 BCSC 190, [2000] 2 C.T.C. 16, affirmed 2002 BCCA 47, 162 B.C.A.C. 293;

- the redistributive effect of the *Income Tax Act* is contrary to the *Charter* and causes involuntary servitude: ***Giagnocavo v. Canada*** (1995), 95 D.T.C. 5650 at paras. 7-9, 58 A.C.W.S. (3d) 401 (F.C. (T.D.));

- an unlimited right to demand information from the Canada Revenue Agency and its employees: ***R. v. Voth***, 2001 SKQB 469 at paras. 6-16, 211 Sask.R. 270, affirmed 2002 SKCA 47, 223 Sask.R. 119;

- income tax violates "human rights and fundamental freedoms" derived from the *Canadian Bill of Rights*: ***Friesen v. Canada***, 2007 TCC 287 at para. 3, [2007] 5 C.T.C. 2067; and

- the notwithstanding clause is required to allow the *Income Tax Act* to operate without breach of the *Canadian Bill of Rights*: ***Canada (Minister of National Revenue - M.N.R.) v. Stanchfield***, 2009 FC 99 at paras. 29-30, 340 F.T.R. 150, see also ***R. v. Amell***, 2010 SKPC 107 at paras. 156-157, 361 Sask.R. 61.

[343] Some OPCA litigants allege that the income tax system is in some manner fraudulent. For example, the OPCA litigant in ***R. v. Callow***, 2000 ABQB 335 at para. 18, [2000] 3 C.T.C. 427 argued that filing an income tax return is committing fraud. Alternatively, in ***Bruno v. Canada***, 2000 BCSC 190 at paras. 10, 34, [2000] 2 C.T.C. 16, affirmed 2002 BCCA 47, 162 B.C.A.C. 293, the litigant said the 'alleged' national debt is a fraudulent scheme to extract funds for the International Monetary Fund.

[344] Unsurprisingly, there are a range of income tax related 'formalities' caselaw. For example, Detaxers have argued that the state must provide a fully amended and certified complete version of the *Income Tax Act*: ***R. v. Bruno***, 2002 BCCA 348 at para. 7; ***R. v. Gibbs***, 2006 BCSC 481 at para. 54, [2006] 3 C.T.C. 223; ***Iwanow v. Canada***, 2008 TCC 22 at paras. 18-21, 2008 CCI 22; ***R. v. Fehr***, 2002 SKPC 8, 224 Sask.R. 132, see also ***Audcent v. Maleki***, 2006 ONCJ 401, [2007] 1 C.T.C. 212. They also have attempted to use a "certified copy" of legislation, here the *Excise Tax Act*, to prove compliance, where that legislation was subsequently amended: ***R. v. Nagel***, 2010 SKCA 118 at paras. 13-14, 362 Sask.R. 145.

[345] Some perceived defect in the 1948 version of the *Income Tax Act* has been rejected as a basis to invalidate the current income tax legislation scheme: ***R. v. Lemieux***, 2007 SKPC 135 at paras. 31-33, [2008] 2 C.T.C. 291; ***R. v. Crischuk***, 2010 BCSC 716 at paras. 48-52, affirmed 2010 BCCA 391, 2010 D.T.C. 5141; ***R. v. Crischuk***, 2010 BCCA 391 at para. 3, 2010 D.T.C. 5141; ***R. v. Sydel***, 2010 BCSC 1473 at paras. 24-25, 35, [2011] 1 C.T.C. 200, affirmed 2011 BCCA 103, leave refused [2011] S.C.C.A. No. 191.

[346] Other OPCA litigants claim that 'income' has a restricted meaning, and for example:

- does not include compensation for work: ***R. v. Amell***, 2010 SKPC 107 at para. 144, 361 Sask.R. 61; ***R. v. Turnnir***, 2006 BCPC 460; ***Porisky Trial Decision*** at para. 65; ***R. v. Smith***, 2006 BCSC 1493 at para. 34, [2007] 1 C.T.C. 147, leave refused 2007 BCCA 499, [2008] 1 C.T.C. 61,

- does not include payments made under a "contract for hire" to a "natural person": ***R. v. Amell***, 2010 SKPC 107 at paras. 137-138, 361 Sask.R. 61; ***R. v. Turnnir***, 2006 BCPC 460; ***R. v. Smith***, 2006 BCSC 1493 at para. 34, [2007] 1 C.T.C. 147, leave refused 2007 BCCA 499, [2008] 1 C.T.C. 61, and

- taxable income is only the value of a person's labour, as "a man is worth his labour": ***Porisky Trial Decision*** at para. 65.

[347] There really is no question that the Canadian government is authorized to require individuals pay income tax or other forms of indirect tax. Further, the consequences to a taxpayer who simply refuses to pay income tax are clear. It does not matter on what basis that claim is made, that refusal proves the willful intention to evade payment of tax: ***R. v. Klundert*** (2004), 2004 CanLII 21268 (ON CA), 242 D.L.R. (4th) 644 at paras. 58, 62-64, 190 O.A.C. 36 (Ont. C.A.), leave refused [2004] S.C.C.A. No. 463; ***R. v. Ricci*** (2004), 2004 CanLII 33347 (ON CA), 190 O.A.C. 375 at para. 6, [2005] 1 C.T.C. 40 (Ont. C.A.), leave refused [2004] S.C.C.A. No. 551; ***R. v. Kennedy***, 2004 BCCA 638 at para. 14, 207 B.C.A.C. 102, leave refused [2006] S.C.C.A. No. 15.

g. Miscellaneous

[348] Last are several 'magic hats' that do not seem to fall into a convenient category.

[349] There are several that relate to legislation. In ***R. v. Nagel***, 2010 SKCA 118 at paras. 15-16, 362 Sask.R. 145, an OPCA litigant argued that the presence or absence of formalities of how legislation was printed, such as a coat of arms and "Queen's Printer" notations, were significant. Another legislation-related argument is that a person cannot know the law unless legislation is "fixed, certain and accessible": ***Audcent v. Maleki***, 2006 ONCJ 401, [2007] 1 C.T.C. 212 (Ont. Ct. J.). The 'magic hat' was that if law is amended, it is no longer knowable. Of course, that too was rejected.

[350] Finally, ***Ellis v. Canada (Office of the Prime Minister)***, 2001 SKQB 378 at paras. 23-27, 210 Sask.R. 138, affirmed 2002 SKCA 35, 112 A.C.W.S. (3d) 849 comments on an OPCA litigant's attempt to use the common law "Petition of Right" cause of action, which has been abolished by legislation; see also ***Winningham v. Canada***.

4. The Inherent Authority of Provincial Superior Courts

[351] OPCA litigants and gurus often claim that they are, somehow, not subject to Canadian law (common law and legislation) and the authority of the courts in this nation to enforce that law. They are, of course, wrong, but it is helpful to explain why.

a. Superior Courts of Inherent Jurisdiction

[352] The courts in Canada are a separate, distinct, and independent branch of government. In ***Ref re Remuneration of Judges of the Prov. Court of P.E.I.; Ref re Independence and Impartiality of Judges of the Prov. Court of P.E.I.***, 1997 CanLII 317 (SCC), [1997] 3 S.C.R. 3, 150 D.L.R. (4th) 577, Lamer C.J.C concluded that the independent character of this and other Canadian courts flows from unwritten constitutional principles that have been inherited from the U.K. (para. 83) and are a separate and essential constitutional aspect of government, "definitional to the Canadian understanding of constitutionalism" (para. 108).

[353] The authority of this Court, like other superior courts of inherent jurisdiction, does not flow from legislation, as does, for example, the Provincial Court of Alberta. Rather, this Court has *inherited* that jurisdiction as a successor to the English Royal Courts. ***Canada (Attorney General) v. Law Society of British Columbia; Jabour v. Law Society of British Columbia***, 1982 CanLII 29 (SCC), [1982] 2 S.C.R. 307, 137 D.L.R. (3d) 1 explains this Court's genealogy:

> ... The provincial superior courts have always occupied a position of prime importance in the constitutional pattern of this country. They are the descendants of the Royal Courts of Justice as courts of general jurisdiction. ...

[354] That heritage reaches to the very foundation of an independent judiciary:

> ... "Superior Court" is to be construed historically, and that ... it connotes a court having an inherent jurisdiction, in England, to administer justice according to the law, as and being a part of, or descended from, and as exercising part of the power of, the *Aula Regia*, established by William the First, which had universal jurisdiction in all matters of right and wrong throughout the kingdom, and over which, in its early days, the King presided in person.
>
> (Daniel Greenberg, *Stroud's Judicial Dictionary Words & Phrases*, 7th ed. (London: Sweet & Maxwell, 2006)).

[355] That history and its associated authority is described in ***Canada (Human Rights Commission) v. Canadian Liberty Net***, 1998 CanLII 818 (SCC), [1998] 1 S.C.R. 626 at para. 26, 137 D.L.R. (3d) 1 this manner:

> ... The notion of inherent jurisdiction has developed from the role of provincial superior courts in Canada's legal system. The unique historical feature of provincial superior courts, as opposed to the Federal Court, is that they have traditionally exercised general jurisdiction over all matters of a civil or criminal nature. This general jurisdictional function in the Canadian justice system precedes

Confederation, and was expressly continued by s. 129 of the Constitution Act, 1867, "as if the Union had not been made". ... [Emphasis added.]

[356] The Alberta Court of Queen's Bench and similar Courts are now Canadian courts, but these superior courts of inherent jurisdiction are the successors to earlier English colonial courts that predate Confederation: ***Valin v. Langlois*** (1879), 1879 CanLII 29 (SCC), 3 S.C.R. 1 at 19-20. In Alberta, that 'inheritance' was expressly indicated in the legislation that created this province: *The Alberta Act*, 1905, 4-5 Edw. VII, c. 3, s. 16(1). The general authority that this court inherited is restated in the *Supreme Court Act of Alberta*, S.A. 1907, c. 3, s. 9:

> ... the jurisdiction which on July 15, 1870, was vested in, or capable of being exercised in England by (1.) the High Court of Chancery, as a Common Law Court, as well as a Court of Equity, including the jurisdiction of the Master of the Rolls as a judge or Master of the Court of Chancery, and any jurisdiction exercised by him in relation to the Court of Chancery as a common law Court; (2.) The Court of Queen's Bench; (3.) The Court of Common Pleas at Westminster; (4.) The Court of Exchequer as a Court of Revenue as well as a Common Law Court; (5.) The Court of Probate; (6.) The Court created by Commissioners of Oyer and Terminer, and of Gaol Delivery, or of any of such Commissions.

[357] Inherent jurisdiction has two relevant aspects: procedural and subject matter.

b. Procedural Jurisdiction

[358] A commonly cited description of that procedural authority is provided by I.H. Jacob, "The Inherent Jurisdiction of the Court" (1970) 23 Current Legal Problems 23:

> ... the superior courts of common law have exercised the power which has come to be called "inherent jurisdiction" from the earliest times, and . . . the exercise of such power developed along two paths, namely, by way of punishment for contempt of court and of its process, and by way of regulating the practice of the court and preventing the abuse of its process.
>
> ...
>
> For the essential character of a superior court of law necessarily involves that it should be invested with a power to maintain its authority and to prevent its process being obstructed and abused. Such a power is intrinsic in a superior court; it is its very life-blood, its very essence, its immanent attribute. Without such a power, the court would have form but would lack substance. The jurisdiction which is inherent in a superior court of law is that which enables it to fulfil itself as a court of law. The juridical basis of this jurisdiction is therefore the authority of the judiciary to uphold, to protect and to fulfil the judicial function of administering justice according to law in a regular, orderly and effective manner. [Emphasis added.]

[359] That passage has been quoted with approval by the Supreme Court of Canada on a number of occasions: ***B.C.G.E.U. v. British Columbia (Attorney General)***, 1988 CanLII 3 (SCC), [1988] 2 S.C.R. 214, 53 D.L.R. (4th) 1; ***R. v. Morales***, 1992 CanLII 53 (SCC), [1992] 3 S.C.R. 711, 144 N.R. 176; ***R. v. Hinse***, 1995 CanLII 54 (SCC), [1995] 4 S.C.R. 597, 130 D.L.R. (4th) 54; ***MacMillan Bloedel Ltd. v. Simpson***, 1995 CanLII 57 (SCC), [1995] 4 S.C.R. 725, 130 D.L.R. (4th) 385.

[360] ***R. v. Gillespie***, 2000 CanLII 26952 (MB CA), 2000 MBCA 1, 185 D.L.R. (4th) 214 includes some interesting comments on the scope of the general authority in a courtroom setting:

> 21 To enable a judge to fulfil his or her adjudicative function, a judge has authority to maintain order and control process in the courtroom. A judge might order a witness yelling at him or her to desist. A judge might require counsel to disclose the general nature of the contents of a briefcase. Or a judge might order a person bringing a potential weapon into the courtroom to remove it. Each such order would be incidental to the exercise by the judge of primary jurisdiction and would be enforceable by the threat of punishment.
>
> 22 A good example of a judge exercising such incidental or auxiliary jurisdiction is R. v. Hothi et al. (1985), 1985 CanLII 3672 (MB QB), 33 Man.R. (2d) 180 (Q.B.); aff'd (1985) 1985 CanLII 3682 (MB CA), 35 Man.R. (2d) 159 (C.A.). In that case, the jurisdiction of a judge trying a criminal case to require

> the removal of kirpans (ceremonial daggers with religious significance) from the courtroom was upheld on the ground that they were possible weapons. Dewar C.J.Q.B. said (at 33 Man.R. (2d), para. 7):
> The ruling serves a transcending public interest that justice be administered in an environment free from any influence which may tend to thwart the process. Possession in the courtroom of weapons, or articles capable of use as such, by parties or others is one such influence. [Emphasis added.]

[361] A person who purports to dictate when and how a Canadian court shall operate that court's inherent procedural jurisdiction. In Canada, there is no right by a litigant or any other person to advance that claim or engage in that kind of conduct. The judge, and no one else, rules the court.

c. Subject Jurisdiction

[362] A superior court of inherent jurisdiction has a special general jurisdiction in substantive as well as procedural law. It is a clear and well-understood principle of Canadian law that where a person has a right in law, there must exist some tribunal where that right may be exercised and defended. If no other court has been assigned authority to address a particular kind of legal action or subject matter, then that authority falls to the superior courts of inherent jurisdiction.

[363] The Supreme Court of Canada considered this inherent substantial jurisdiction of provincial superior courts in ***Canada (Human Rights Commission) v. Canadian Liberty Net***, 1998 CanLII 818 (SCC), [1998] 1 S.C.R. 626 at para. 32:

> The notion of "inherent jurisdiction" arises from the presumption that if there is a justiciable right, then there must be a court competent to vindicate the right ... the doctrine of inherent jurisdiction requires that only an explicit ouster of jurisdiction should be allowed to deny jurisdiction to the superior court. [Emphasis added.]

[364] The Privy Counsel, then the highest court of Canada, commented on the authority of the precursor to the present Alberta Court of Queen's Bench in ***Board v. Board***, 1919 CanLII 546 (UK JCPC), [1919] A.C. 956 (P.C.). At pp. 962-963 the Court concluded:

> ... a well-known rule makes it plain that the language there used ought to be interpreted as not excluding the jurisdiction. If the right exists, the presumption is that there is a Court which can enforce it, for if no other mode of enforcing it is prescribed, that alone is sufficient to give jurisdiction to the King's Courts of justice. In order to oust jurisdiction, it is necessary, in the absence of a special law excluding it altogether, to plead that jurisdiction exists in some other Court. This is the effect of authorities . . . [The Alberta] Act set up a Superior Court, and it is the rule as regards presumption of jurisdiction in such a Court that, as stated by Willes J. in London Corporation v. Cox ((1867) L.R., 2 H.L. 239, 259), nothing shall be intended to be out of the jurisdiction of a Superior Court, but that which specially appears to be so. [Emphasis added.]

[365] Canada's constitution authorizes the Provincial and the Federal governments to create courts in addition to the superior courts 'inherited' from the period of direct British rule. The Tax Court of Canada, the various provincial courts, the military courts, and the federal courts are examples of these 'statutory' courts. In certain instances a statutory court has been granted sole jurisdiction for a particular subject or a part thereof, such as authority granted in the *Tax Court of Canada Act*, R.S.C. 1985, c. T-2. The Tax Court of Canada:

> ... has exclusive original jurisdiction to hear and determine references and appeals to the Court on matters arising under ... the Income Tax Act ... where references or appeals to the Court are provided for in those Acts. [Emphasis added.]

That means the Tax Court of Canada is the Court that interprets the *Income Tax Act*, and determines the amount that a taxpayer owes. Other tax-related processes, such collection of outstanding tax and criminal prosecution for evasion of income, fall into the jurisdiction of the superior courts, see for example: ***Porisky Trial Decision***.

[366] Assigning jurisdiction to a statutory court has the effect of removing that aspect of this Court's general authority, see ***Canada (Human Rights Commission) v. Canadian Liberty Net*** for a more detailed review of this

concept. Suffice to say that a person's right to approach a Canadian court for recourse is generally not a question of "is there a court?" but rather "which court can hear this subject?"

[367] There are, nevertheless, certain limits. Some subjects are simply not justiciable, for example government policy decisions: ***Operation Dismantle v. The Queen***, 1985 CanLII 74 (SCC), [1985] 1 S.C.R. 441, 18 D.L.R. (4th) 481.

[368] The inherent jurisdiction of Canadian courts cannot be defeated by Parliament and the provincial legislatures. Administrative tribunals are sometimes 'protected' by what are called "privative clauses", legislative provisions that say that all or part of a decision of that tribunal is final. For example, in ***Pasiechnyk v. Saskatchewan (Workers' Compensation Board)***, 1997 CanLII 316 (SCC), [1997] 2 S.C.R. 890, 149 D.L.R. (4th) 577 the Supreme Court of Canada evaluated the effect of a privative clause that read:

> The decision and finding of the board under this Act upon all questions of fact and law are final and conclusive and no proceedings by or before the board shall be restrained by injunction, prohibition or other proceeding or removable by certiorari or otherwise in any court.

[369] That did not stop the courts. As Justice Sopinka observed at para. 16:

> A legislature cannot completely insulate a tribunal from the superintending and reforming power of the superior courts.

See also ***Dunsmuir v. New Brunswick***, 2008 SCC 9, [2008] 1 S.C.R. 190 at para. 31.

[370] This fact is why the majority of OPCA arguments can never succeed. There is always a court, though perhaps not this one, that has jurisdiction over these litigants and their activities. They cannot opt out. All arguments that invoke 'immunity' and indeed any schemes that claim a person can possess or acquire a status that allows them to ignore court authority are incorrect in law. I note this authority is a phenomenon that flows from the historical development of constitutional government, and is therefore an aspect of the common law so often stressed by OPCA litigants and gurus.

[371] As is made expressly clear in ***Board v. Board*** and ***Canada (Human Rights Commission) v. Canadian Liberty Net***: for every injury there is a forum to grant the appropriate remedy. A superior court of inherent jurisdiction, such as the Court of Queen's Bench, has the jurisdiction to address *any Alberta matter* that has not been delegated to another statutory court. The inherent authority of a provincial Superior Court is therefore very broad indeed.

[372] OPCA litigants also fail to appreciate that this inherent jurisdiction is adaptive, and 'expands' into any aspects of Canadian legal existence that are not explicitly allocated to another court. In ***Brotherhood of Maintenance of Way Employees v. Canadian Pacific Ltd***., 1996 CanLII 215 (SCC), [1996] 2 S.C.R. 495, 136 D.L.R. (4th) 289 McLachlin J. (as she then was) confirmed at para. 5 that provincial superior courts had authority to grant an interlocutory injunction in labour disputes, even though labour agreements are considered a complete code, and even where that injunction did not relate to a cause of action that would be heard in a provincial superior court (at para. 17). Justice McLachlin observed that this authority flows from that fact that the labour agreement provided "no adequate alternative remedy" (at para. 6), and it was this gap in an otherwise complete scheme that gave the court inherent jurisdiction.

[373] This adaptive facet of inherent jurisdiction goes so far as to allow this Court to intrude, when necessary, into domains that would appear to have been allocated to a statutory court. The Alberta Court of Appeal in ***783783 Alberta Ltd. v. Canada (Attorney General)***, 2010 ABCA 226 at paras. 24-28, 322 D.L.R. (4th) 56 concluded this Court had jurisdiction to interpret and apply the *Income Tax Act*, if that was necessary for a given case. Similarly, Thomas J. concluded he may examine Indian band counsel activities, despite the jurisdiction assigned to the Federal Court by the *Federal Courts Act*, R.S.C. 1985, c. F-7, s. 18: ***1985 Sawridge Trust v. Alberta (Public Trustee)***, 2012 ABQB 365 at paras. 50-54.

d. Inherent Jurisdiction vs. OPCA Strategies and Concepts

[374] The inherent jurisdiction of Canada's superior courts defeats almost all OPCA pseudolegal strategies. No person can claim to be outside court authority because they are subject to no court or law, or a restricted kind of

law. No ‘magic hat’ can ever create an exemption from court supervision. All these arguments are defective and fail as a consequence.

[375] For a moment, let us imagine that an OPCA guru were to discover some new realm or aspect of law. Novel developments are not unknown. For example the last quarter century has seen many innovations with potentially profound legal effects, including the advent of electronic communications and genetic material as form of property. What would be the effect? Once identified, that legal domain would necessarily become a part of the jurisdiction of some Canadian court, and typically that would mean that the jurisdiction of this court would necessarily expand to include this new facet or aspect of law, unless and until it was statutorily grants to another court.

[376] I am aware of one attempt by an OPCA guru, Frank O’Collins, to ‘invent’ a new and total code of law. This person, whom I understand is an Australian, has published what he calls “Divine Canon Law”, the law that governs persons in the “One Heaven Society of United Free States of Spirits”. At least one Alberta OPCA litigant has claimed to be subject to only this “Divine Canon Law”. Does this defeat the inherent jurisdiction of the Alberta Court of Queen’s Bench? Of course not. While I strongly question that a person could bind themselves and society to abide by some distinct legal scheme that trumps the common law and statute, success would still leave that person subject to the scrutiny and supervision of this court.

[377] In summary, when a litigant claims he or she has found themselves in the wrong court, then that is a potentially valid question of jurisdiction. However, a litigant is wrong in law if they say that, at this time, they choose to not be subject to any Canadian court, unless they claim that the subject in dispute is the jurisdiction of another tribunal, such as an arbitrator, or the courts of a different national or provincial jurisdiction. A defence with that basis may be struck without further analysis. A denial of court authority on that basis should be ignored.

[378] The nature and jurisdiction of Canadian courts, globally, defeats all the OPCA strategies and concepts identified and reviewed in these Reasons, including the ‘obligation requires agreement’, ‘double/split person’, and ‘unilateral agreements’ categories discussed below. The exceptions are the ‘money for nothing’ schemes that I will review at a later point. The superior court’s inherent jurisdiction is a single basis that may be adopted and applied by any Justice who faces a novel OPCA strategy, if that argument, at its core, reduces, subverts, or denies court authority.

B. Obligation Requires Agreement

[379] A second common OPCA litigation category is grounded in a belief that all legally enforceable rights require that a person *agree* to be subject to those obligations. This strategy takes two closely related forms:

1. every binding legal obligation emerges from a contract, and
2. consent is required before an obligation can be enforced.

[380] Persons who advance this concept extend it to interactions between state actors, including Canada and the provinces, and individual persons. This is a kind of ‘magic hat’; the OPCA litigant says he or she has not agreed to be governed or subject to court authority, and the OPCA litigant is therefore allegedly immune.

[381] Sometimes OPCA litigants and gurus express this global concept as that they only engage in commerce; this seems to be an attempt to declare that any interaction between persons and/or state actors is a contract. This may explain the curious but common manner in which I find myself addressed in OPCA correspondence, “John Rooke, carrying out business as Associate Chief Justice John Rooke”.

1. Defeating Legislation

[382] A necessary first step in any ‘everything is a contract’ or ‘consent is required’ scheme is that the OPCA litigant develop a mechanism that denies a unilateral obligation can arise from legislation.

[383] Some OPCA litigants argue they have opted out of legislated obligations: ***Sydorenko v. Manitoba***, 2012 MBQB 42 at paras. 17-18. Others simply claim consent is required, otherwise legislation is a set of optional guidelines: ***Waterloo (Regional Municipality) v. Bydeley***, 2010 ONCJ 740 at para. 56, affirmed 2011 ONCJ 842, affirmed [2011] O.J. No. 6282 (QL) (Ont. C.A.); ***Bank of Montreal v. McCance***, 2012 ABQB 537 at para. 29.

[384] Another OPCA approach is to argue that a court or government actor is a corporation and therefore only has the rights of a corporation: ***Dempsey v. Envision Credit Union*****,** 2006 BCSC 1324 at para. 37, 60 B.C.L.R. (4th) 309. The result is a claim that legislation has no more special meaning than any unilateral declaration. A telltale indication of this scheme is that a litigant files corporate registry documents for Canada, a province, or a municipality. For some reason, many OPCA litigants claim Canada is a "municipal corporation domiciled in the District of Columbia".

[385] Others wear a 'magic hat' that they say makes them immune from legislation, and only subject to the common law (which, as noted above, is often an aberrant definition of that category of law). In ***Dempsey v. Envision Credit Union*****,** 2006 BCSC 1324 at para. 39, 60 B.C.L.R. (4th) 309 the 'magic hat' was being a "free will full liability person" under "Anglo-Saxon Common Law". Freemen-on-the-Land take a similar approach: ***Harper v. Atchison***, 2011 SKQB 38 at paras. 6, 15, 369 Sask.R. 134, see also ***Szoo v. Canada (Royal Canadian Mounted Police)***, 2011 BCSC 696, and ***Jabez Financial Services Inc. (Receiver of) v. Sponagle***, 2008 NSSC 112 at paras. 14, 18, 264 N.S.R. (2d) 224; ***Summerland (District) v. No Strings Enterprises Ltd.***, 2003 BCSC 990 at para. 19, 124 A.C.W.S. (3d) 39, leave denied 2004 BCCA 360, 131 A.C.W.S. (3d) 994.

[386] Similarly, Detaxer gurus such as Warman and Lindsay have argued the that *Magna Carta* operates in a constitutional manner and invalidates legislation: ***R. v. Lindsay***, 2008 BCCA 30 at paras. 19-21, 250 B.C.A.C. 270; see also ***R. v. Warman***, 2001 BCCA 510 at paras. 9-10, 13-14.

[387] Of course, any other 'magic hat' or alleged defect that negates state authority would have the same effect. That is a reason why OPCA litigants have often focussed on some arcane flaw that collapses state authority, for example the alleged defect in Queen Elizabeth II's coronation oath (***R. v. Lindsay***, 2011 BCCA 99 at paras. 31-32, 302 B.C.A.C. 76, leave refused [2011] S.C.C.A. No. 265), or a flaw in the appointment of Governor Generals after passage of the 1931 *Statute of Westminster* (***R. v. Dick***, 2001 BCPC 275; ***R. v. Lindsay***, 2004 MBCA 147 at para. 32, 187 Man.R. (2d) 236).

2. Everything is a Contract

[388] An OPCA litigant may argue he or she has no obligation unless the litigant has explicitly formed a contract for that obligation. In Canada this argument has frequently been advanced in an income tax context: ***R. v. Lindsay***, 2011 BCCA 99 at para. 31, 302 B.C.A.C. 76, leave refused [2011] S.C.C.A. No. 265; ***R. v. Pinno***, 2002 SKPC 118 at paras. 12-13, 21, [2003] 3 C.T.C. 308; ***Banilevic v. Canada (Customs and Revenue Agency)***, 2002 SKQB 371 at para. 10, 117 A.C.W.S. (3d) 549; ***Bruno v. Canada***, 2000 BCSC 190 at para. 34, [2000] 2 C.T.C. 16, affirmed 2002 BCCA 47, 162 B.C.A.C. 293; ***Turnnir v. The Queen***, 2011 TCC 495 at paras. 5, 8; ***Sandri v. Canada (Attorney General)***, 2009 CanLII 44282 at paras. 6,13, 179 A.C.W.S. (3d) 811 (Ont. Sup. Ct. J.); ***Dempsey v. Envision Credit Union*****,** 2006 BCSC 1324 at para. 37, 60 B.C.L.R. (4th) 309.

[389] An interesting variation on this approach was made by Porisky, who at trial argued that if he did not want any government services, then he ought not be obliged to pay income tax: ***Porisky Trial Decision*** at para. 66. Though not expressed in quite that manner, Porisky seems to argue that he should not be bound in the 'income tax contract' as he has not received any consideration from the government.

[390] In yet another variation of the 'everything is a contract' concept, a person attempt to sever all 'contractual relationships' with the state; success would presumably defeat all government authority. ***R. v. Pinno***, 2002 SKPC 118 at paras. 22, [2003] 3 C.T.C. 308 provides an example where an OPCA litigant sent the Canada Revenue Agency a "constructive notice" that included this statement:

> ... I further learned that I have been deceptively induced by Revenue Canada's propaganda into making a supposed contract by filing an income tax return, thus changing my status to "taxpayer" which makes me subject to the income tax by that supposed contract. ...

The litigant then 'revoked and voided' the income tax contract, and demanded a refund: para. 13.

[391] ***R. v. Sargent***, 2004 ONCJ 356 at paras. 40-41, [2005] 1 C.T.C. 448 and ***Dempsey v. Envision Credit Union*****,** 2006 BCSC 1324 at para. 37, 60 B.C.L.R. (4th) 309 report a similar strategy. A similar scheme appears to have been advanced by a Freeman-on-the-Land in ***R. v. McCormick***, 2012 NSSC 288 to withdraw from a "social contract" with the state: paras. 28-32.

[392] An OPCA litigant may also attempt to use the right of contract as a shield. For example, in ***Dempsey v. Envision Credit Union***, 2006 BCSC 1324 at para. 9, 60 B.C.L.R. (4th) 309 an OPCA litigant challenged the court's authority to refuse representation by an OPCA guru because:

> The court has no jurisdiction to interfere or make void any private agreement I may have with other men for such is my inalienable right as a free man.

[393] The OPCA litigant in ***Sandri v. Canada (Attorney General)***, 2009 CanLII 44282 at para. 10, 179 A.C.W.S. (3d) 811 (Ont. Sup. Ct. J.) took his defence one step further:

> I (the Plaintiff) state and the fact is that according to Contract Law there is no Queen who has any authority over me; however, I have complete authority over the aforesaid monarch by Contract Law. I am lord. The aforesaid monarch has authority only over those who give her authority and in turn, all those who have done so, by default give me authority. I am ONLY a beneficiary to the contracts that compose the Constitution Acts, 1867 to 1982. It is a TRUST and the "queen" therein stated is my lieutenant, or in other words, my helper. By law, she is compelled to obey me.

[394] Sometimes OPCA litigants claim that their interaction with the court is a contract. For example, the OPCA litigant in ***Borkovic v. Laurentian Bank of Canada***, 2001 BCSC 337 at paras. 4-12, 103 A.C.W.S. (3d) 700 argued he had 'purchased' a trial date by paying a court filing fee. The litigant then purported to direct court procedure: paras. 13-16.

[395] OPCA litigants who adopt this scheme tend to identify practically any state document, even a driver's license or a birth certificate, as a contract. CERI members explain that is the reason why they do not use driver's licenses or license plates. They argue, in effect, that they do not wish to be in a contract with the state, and should be able to engage in activities, for example operation of a motor vehicle, without being bound to the state in that manner.

[396] These persons go to great lengths to scour away all 'contractual' links, expecting that at some point the state's authority will evaporate. The 'everything is a contract' concept may also emerge in a court context in another way. A OPCA litigant may, for example, demand to know whether the court is offering to enter into a contract with a litigant, or the terms of the contract between the court and the OPCA litigant.

[397] Mr. Meads clearly adheres to the 'everything is a contract' concept. In his March 3, 2011 ""Good Faith Notice"" in the Nature of an Affidavit", Mr. Meads says that a telephone call and a follow-up email from an Audrey Hardwick, who seems to have been the assistant to Ms. Meads' then counsel, was an "Enticement into Slavery". I am presuming here that 'enticement into slavery' is simply a particularly dramatic expression for contract obligation. Notice how simple receipt of communications is interpreted as a potential contract.

[398] Later in the same document Mr. Meads adds:

> Please take "Notice"" that should you Audrey Hardwick/AUDREY HARDWICK and or Audrey Hardwick/AUDREY HARDWICK make the any or the all attempt at a "Novation" of this "Good Faith Notice" will be accepted as an admission of your "Attempt at Enticement into Slavery by you and yourselves and that of the LAW FIRM "RESOLVE LAW" [sic]

Now Mr. Meads is attempting to diffuse the possibility that his reply letter could form a contract in some manner.

[399] Still later on in this same document is the following:

> "Using a Notary Public with this document does not create an adhesion contract with the any-state /province, nor does it alter my status in any manner for the claim is for the use only-for the verification of the identification-purposes, there-for this ""Good Faith Notice"" is the Nature of an Affidavit is with the lack of the claim of the foreign jurisdiction." [sic.]

[400] Once again, Mr. Meads is attempting to pre-empt formation of a contract. An analogous disclaimer in materials my office has received from an OPCA litigant read:

> *Attention*: {The use of a Notary is for attestation and verification purposes only and does not constitute a change in status, entrance, or acceptance of foreign or domestic jurisdiction.} [Emphasis in original.]

[401] Interestingly, this seems to be the only instance where Mr. Meads saw notarization in this potentially dangerous light. Many of Mr. Meads' June 19 and 21 documents also have been notarized, and some are directed to specific government officials, but Mr. Meads does not include the March 3, 2011 disclaimer. Consistency is not a strong point in OPCA litigant conduct.

[402] The August 27, 2012 filings by Mr. Meads continue this theme. He states that Ms. Reeves has made "... an offer to Contract and/or Enticement of Slavery (Title 18 United States Code and/or Article 4 Universal Declaration of Human Rights) ...".

[403] Similarly at the June 8 hearing, when I made proposals to address disclosure by Ms. Meads, Mr. Meads responded with alarm: "You are enticing me into slavery."

[404] Earlier he alleged the same in response to activities by Ms. Reeves:

> I do not want to be enticed into slavery, sir. She contacts me, her other lawyer contacted me, they are enticing me into contract. And I do not want to go there. I just want to be left alone.

3. Consent is Required

[405] A second common variant of the 'obligation requires agreement' category is a belief that a person is immune if they simply say they have not consented to be subject to the law and the courts. Of course, this concept has not met with success: ***R. v. Jennings***, 2007 ABCA 45 at para. 6; ***Hajdu v. Ontario (Director, Family Reponsibility Office)***, 2012 ONSC 1835 at paras. 25, 29; see also ***Jabez Financial Services Inc. (Receiver of) v. Sponagle***, 2008 NSSC 112 at paras. 14, 18, 264 N.S.R. (2d) 224; ***Szoo v. Canada (Royal Canadian Mounted Police)***, 2011 BCSC 696 at paras. 17, 45.

[406] Sometimes this motif emerges in documentary form. For example, this Court has received issued court orders stamped and returned with various messages, such as:

> *** ALL CONSENT DENIED ***
> RETURNED FOR CAUSE
> OFFER REJECTED FOR
>
> 1. THIRD PARTY INTERFERENCE
> 2. BREACH OF CONTRACT
> 3. BREACH OF TRUST
> 4. BREACH OF CRIMINAL CODES OF CANADA
> 5. COMMERCIAL IMPROPRIETY
> 6. EXTRA JURISDICTIONAL
> 7. DEEMED UNLAWFULLY VEXATIOUS
> 8. DEEMED WITH MALICE AFORETHOUGHT

Of course, that had no effect.

[407] Various 'magic hats' may allegedly provide a basis for that declaration of immunity. Courts have encountered claims that Freeman-on-the-Land status (***Harper v. Atchison***, 2011 SKQB 38 at paras. 6, 15, 369 Sask.R. 134; ***Szoo v. Canada (Royal Canadian Mounted Police)***, 2011 BCSC 696), or the *Magna Carta* (***Harper v. Atchison***, 2011 SKQB 38 at paras. 9-15, 369 Sask.R. 134; ***R. v. Jebbett***, 2003 BCCA 69, 180 B.C.A.C. 21; ***Winningham v. Canada***) nullifies government or court authority.

[408] In ***R. v. McCormick***, 2012 NSSC 150 at para. 9 an OPCA litigant argued the Freeman-on-the-Land 'magic hat' immunized against criminal sanction; see also ***R. v. McCormick***, 2012 NSSC 288 at paras. 28-32. Naturally, that did not work. As Justice Moir observed in ***R. v. McCormick***, 2012 NSSC 288 at para. 32: "[t]his teaching is not only wrong in the sense that it is false. It is wrongful. That is, it is full of wrong."

[409] A foisted unilateral contract can be an alleged basis for non-consent. One this Court has received concluded:

> NULL APPEARANCE. As a private non-belligerent without the Canada or United States, **I do not consent to a general appearance now and/or in perpetuity, and none can be assumed without a conversion of personal liability**. No grant of *in rem* or *in personam* jurisdiction is expressed or implied. No chose in action is expressed or implied on behalf of the Defendant/Debtor or any legal fiction, juristic personality or ens legis artificial person. I do not intend, nor will I, argue the merits, facts or law, represent the Defendant/Debtor, request any action that would imply a cause is properly pending, or engage in any controversy. [Emphasis in original.]

The cryptic "without the Canada or United States" language relates to an alleged earlier deeming provision that set the litigant outside those countries, even when he was physically inside those countries. See also ***R. v. Boisjoli***, 2012 ABQB 556 at paras. 44-48.

[410] As with the 'all relationships are contracts' variant, OPCA litigants seem to see 'consent' emerging from very mundane activities. They may, for example, refuse to advance past the bar in a courtroom because that would 'consent' to court authority: ***Canada v. Galbraith***, 2001 BCSC 675 at paras. 25-29, 54 W.C.B. (2d) 504; ***Mercedes-Benz Financial v. Kovacevic***, [2009] O.J. No. 783 at para. 8, 2009 CanLII 9368 (Ont. Sup. Ct. J.). The same reasoning leads this category of OPCA litigant to refuse to plead guilty or not-guilty, or to disobey an instruction to sit or stand.

4. Conclusion - Obligation Requires Agreement

[411] A claim that the relationship between an individual and the state is always one of contract is clearly incorrect. Aspects of that relationship *may* flow from mutual contract (for example a person or corporation may be hired by the government to perform a task such as road maintenance), but the state has the right to engage in unilateral action, subject to the *Charter*, and the allocation and delegation of government authority.

[412] Similarly, my authority over this dispute is not subject to the agreement or consent of either party. It flows from the inherent authority of this court, as shaped by legislation.

[413] Either branch of the 'obligation requires agreement' OPCA strategy category seeks unsuccessfully to deny court authority, and operationally is an attempt by an OPCA litigant to restrict the scope of state and court jurisdiction.

5. Court Misconduct by 'Everything is a Contract' and 'Consent is Required' Litigants

[414] OPCA litigants who use 'consent' and 'contract' approaches are often difficult courtroom participants. These persons may be highly disruptive as they attempt to avoid any step or action that they apparently fear might create a contract, or acknowledge consent. They may refuse to comply with practically any request by a judge or court official on that basis. That is a possible explanation for Mr. Meads' premature exit. If he had waited until I completed the hearing, he arguably would have 'consented' to my authority. This kind of belief is not atypical of the distorted perspective of 'obligation requires agreement' OPCA litigants.

[415] 'Non-consent' may be indicated by a mantra-like non-reply to all court comments, for example the curious Moorish Law phrase "I accept that for value and consideration and honour" (see ***Henry v. El***, 2010 ABCA 312 at para. 3, leave refused [2011] S.C.C.A. No. 138), see also: ***Mercedes-Benz Financial v. Kovacevic***, [2009] O.J. No. 783 at para. 51, 2009 CanLII 9368 (Ont. Sup. Ct. J.)). Mr. Meads' did not engage in a 'mantra response', but still showed a clear apprehension that our exchange in the June 8 hearing could result in what he appeared to believe would be a contract.

[416] There is no obvious or simple way to address persons who believe obligation may emerge from the most trivial of conduct, other than to perhaps emphasize the inherent jurisdiction of the courts means that the OPCA litigant is subject to court authority, no matter what the litigant may think or say. Admittedly, that explanation will not likely be welcomed, and may well fall on deaf ears. However, the failure of an OPCA litigant to obey the Court's lawful orders cannot be a judicial excuse to not grant and enforce the law.

C. Double/Split Persons

[417] A strange but common OPCA concept is that an individual can somehow exist in two separate but related states. This confusing concept is expressed in many different ways. The ‘physical person’ is one aspect of the duality, the other is a non-corporeal aspect that has many names, such as a “strawman”, a “corporation”, a “corporate entity”, a “corporate fiction”, a “dead corporation”, a “dead person”, an “estate”, a “legal person”, a “legal fiction”, an “artificial entity”, a “procedural phantom”, “abandoned paper work”, a “slave name” or “slave person”, or a “juristic person”.

[418] Many OPCA nomenclature schemes relate to this duality. For example, the ‘lower case’ vs. ‘upper case’ name pairs indicates the ‘physical person’ and ‘non-corporeal aspect’, respectively. When “::Dennis-Larry: Meads::” says he acts “on behalf of DENNIS LARRY MEADS (juristic person)”, he appears to indicate he believes he has two separate aspects, and that the man in the courtroom (“::Dennis-Larry: Meads::”) is representing his other half (“DENNIS LARRY MEADS (juristic person)”). Other times OPCA litigants say they are “agents”, “trustees”, “owners”, “representatives” or “secured party” for their other aspect: ***Hajdu v. Ontario (Director, Family Reponsibility Office)***, 2012 ONSC 1835; ***Canada v. Galbraith***, 2001 BCSC 675 at paras. 26-28, 54 W.C.B. (2d) 504; ***Turnnir v. The Queen***, 2011 TCC 495 at paras. 5-6; ***Dempsey v. Envision Credit Union***, 2006 BCSC 1324 at para. 37, 60 B.C.L.R. (4th) 309; ***Canada (Minister of National Revenue - M.N.R.) v. Stanchfield***, 2009 FC 99 at para. 27, 340 F.T.R. 150; ***Bank of Montreal v. McCance***, 2012 ABQB 537 at para. 9; ***Services de financement TD inc. c. Michaud***, 2011 QCCQ 14868 at para. 6; this proceeding.

[419] A particularly surreal variation on this theme is reported in ***Dempsey v. Envision Credit Union***, 2006 BCSC 750 at para. 92, 151 A.C.W.S. (3d) 204, where the ‘physical litigants’ purported to intervene in the action against their ‘non-corporeal aspects’. Justice Garson classified that attempt as “unintelligible” and struck the associated counterclaim: para. 93.

[420] The ‘dash colon’ and ‘family/clan/house of’ motifs uniformly indicate the ‘physical person’ half of these double/split individuals. Other times the ‘physical person’ is called a “natural person” or is described as being “flesh and blood”: ***Porisky Trial Decision***; ***R. v. Lindsay***, 2011 BCCA 99, 302 B.C.A.C. 76, leave refused [2011] S.C.C.A. No. 265; ***Mercedes-Benz Financial v. Kovacevic***, [2009] O.J. No. 783, 2009 CanLII 9368 (Ont. Sup. Ct. J.); ***Mercedes-Benz Financial v. Kovacevic***, [2009] O.J. No. 783 at para. 24, 2009 CanLII 9368 (Ont. Sup. Ct. J.)). Mr. Meads adopts the latter kind of language, he (the physical litigant) is “the living flesh and blood sentient-man”.

[421] There are different explanations for the non-corporeal similarity. Some OPCA gurus promote the idea that this aspect is created by the state, burdened with legal obligations, then ‘shackled’ to the physical person. Other OPCA gurus present the non-corporeal aspect as a part of a person that can be split away, and then burdened with obligations and debts.

[422] Of course, either approach is legally ineffectual. Canadian law does not provide for a person to have two aspects - this entire concept is yet another ‘magic hat’. This fundamental misapprehension was eloquently explained by Justice Gauthier in ***Canada (Minister of National Revenue - M.N.R.) v. Stanchfield***, 2009 FC 99 at paras. 17, 27, 340 F.T.R. 150:

> ... Mr. Camplin in the above-mentioned case seems to have argued, in the same fashion as the respondent, that he had two capacities, one which he characterised as being his "private capacity as a "natural person" for my own benefit" and the other as his capacity as "legal representative of the taxpayer". Here, the respondent characterises his purported capacities as being (1) as a natural person, and (2) as a taxpayer. The deletion of the words "legal representative" from the latter purported capacity does not render this case distinguishable from the one at bar. The whole notion of their being a second capacity distinct from the one of a natural person or human being is a pure fiction, one which is not sanctioned by law. One can describe nothing in any terms one wishes; it still remains nothing.
>
> ...
>
> Cory Stanchfield’s attempt to argue before this Court that his body comprises two persons which act in different capacities is of one of two things: (1) an inadmissible division of his indivisible entity, or (2) an attempted creation of a second entity in a fashion which is not recognized by law, the result of which amounts to nothing in the eyes of the law. It is an attempt at the impossible and the respondent cannot do the impossible. Therefore, “Cory Stanchfield (the Respondent)” and “Cory Stanchfield, in his capacity as a natural person (the Witness)” is but one person, with one single capacity ...

[Emphasis added.]

See also ***Canada (Minister of National Revenue - M.N.R.) v. Camplin; M.N.R. v. Camplin***, 2007 FC 183 at paras. 8-9, [2007] 2 C.T.C. 205; ***R. v. Lindsay***, 2006 BCCA 150 at para. 3, 265 D.L.R. (4th) 193; ***Mercedes-Benz Financial v. Kovacevic***, 2009 CanLII 9368 (ON SC), [2009] O.J. No. 783 at paras. 40, 44-45, 2009 CanLII 9368 (Ont. Sup. Ct. J.); ***Turnnir v. The Queen*****,** 2011 TCC 495 at paras. 6, 8; ***Hajdu v. Ontario (Director, Family Reponsibility Office)***, 2012 ONSC 1835 at paras. 24-29; ***Ontario (Director, Family Responsibility Office) v. Boyle***, [2006] O.J. No. 2181 (QL) at paras. 3-5, 149 A.C.W.S. (3d) 127 (Ont. Sup. Ct. J.).

[423] The answer is that, as Justice Gauthier observed, no matter whatever nomenclature the OPCA litigant wants to adopt to describe his 'other self', it is the person before the Court who is subject to its order.

1. Unshackling the Strawman

[424] Certain gurus see the non-corporeal half of a person as detrimental, a kind of parasitic conjoined legal twin, and believe the state and court can only affect that aspect of a person. Lindsay is a major proponent of this theory; he invites his followers to 'kill their strawman' and thereafter be free of any income tax obligation. These OPCA litigants will therefore refuse to acknowledge their non-corporeal aspect and its obligations: ***R. v. Lindsay***, 2011 BCCA 99 at para. 27, 302 B.C.A.C. 76; ***Canada (Minister of National Revenue - M.N.R.) v. Stanchfield***, 2009 FC 99, 340 F.T.R. 150; ***Turnnir v. The Queen*****,** 2011 TCC 495 at paras. 6, 8; ***Porisky Trial Decision***.

[425] This objective can lead to very unusual OPCA litigant responses. For example, in reply to an action against "FRED L. JAJCZAY", the defendant responded:

> It is agreed by you in your private capacity with no dispute coming from you that my name, Fred L. Jajczay, is my private property; that I have never given permission or authority to any person, men or women to associate my name with a dead corporate entity; that the alteration of my name in any manner is **fraud**.
> [Emphasis in original.]

The intended effect is that Jajczay is trying to deny affiliation with his all capital letters 'strawman'.

[426] OPCA gurus often seem drawn to the sea, so it is perhaps unsurprising that one variant on this theme is that a newborn is issued a "Berth Certificate" that makes a person a "passenger" on the "ship of state". Instead of killing their 'strawman', these litigants emphasize they are "on dry land", and not subject to Admiralty law. They may ceremonially destroy or denounce their "berth certificate".

[427] Mr. Meads appears to subscribe to an aspect of this theory. In court he explained how he was two persons, a "corporate identity" that was created by the state (or alternatively, me), and was subject to legislation and this court. That "person" had been involuntarily attached to his other aspect, his "living flesh and blood sentient-man" or "soul". He now rejects that association and the obligations that follow.

2. Dividing Oneself

[428] Mr. Meads also applied the other form of the OPCA 'divided/split person' concept, that these two linked imaginary personalities can interact with one another, and thereby structure a kind of inter-relationship. In ***Mercedes-Benz Financial v. Kovacevic***, [2009] O.J. No. 783 at para. 14, 2009 CanLII 9368 (Ont. Sup. Ct. J.), Justice Brown reproduces a "most unusual" contract:

> ... signed twice by Mr. Kovacevic: once in his capacity as "secured-party, first-party", and then again as "debtor, second-party".

[429] Brown J. then at para. 15 summarizes the document's intended effect:

> It appears that by this document Mr. Kovacevic has attempted to split himself into two separate persons – a "flesh and blood living man", and a "juristic person\strawman\legal entity" created by the Province of Ontario. If one takes the document at face value, then Mr. Kovacevic impliedly acknowledges that up

> until December 11, 2007 – i.e. three months after he had purchased the Mercedes-Benz - he was a "juristic person". He then attempts to transfer to his newly created "flesh and blood living man" all his property then owned. The document notably is silent as to what happened to the debt held at that time by the "juristic person".

[430] He then concludes at para. 45:

> Of course this document has no legal effect. In the eyes of the law it is rubbish. However, when read together with the other documents created by Mr. Kovacevic it forms part of what I conclude to be a deliberate effort on his part to avoid payment of his debt obligations.

[431] A similar strategy is reported in ***R. v. Crischuk***, 2010 BCSC 716 at paras. 41-45, affirmed 2010 BCCA 391, 2010 D.T.C. 5141, where the litigant attempted to create a lien between two aspects of himself; see also ***Turnnir v. The Queen***, 2011 TCC 495 at para. 6.

[432] With that, I turn to the documents delivered by Mr. Meads on June 19 and 21. These are, I believe, the most complex set of 'intra-personal' contractual and trust relationships reported in a Canadian court. These are carefully formatted, impressive looking documents, and are obviously by the same author who composed the 'fee schedule' attached as Appendix "A" to these Reasons. These documents share much parallel, if not identical, language and format. For example, the "Property List" in the 'fee schedule' is also an element of other items.

[433] I will briefly explain my interpretation of the intended operation of these documents.

[434] As previously explained, Mr. Meads subscribes to the idea that the non-corporeal aspect of himself was created by the state (or alternatively by me, on June 8, 2012). He must believe he nevertheless has 'signing authority' over that other personality because in his "power of attorney" he, as "DENNIS LARRY MEADS, Debtor and Grantor", authorizes his "attorney-in-fact", "Dennis-Larry: Meads, Secured Party Creditor" total control over his affairs. Presumably, the 'corporate entity' is now a puppet for the physical person.

[435] The UCC Financing Statement registered in Ohio for a Certificate of Birth purports to create or reflect a trust of "DENNIS LARRY MEADS, foreign situs cestui qui vie trust" in favour of "Dennis-Larry:Meads, as Beneficiary of the Revested Trust". The document continues:

> This is actual and constructive notice that all of Debtors interests now owned or hereafter acquired is hereby accepted as collateral for securing contractual obligations in favour of the Secured party as detailed in a true, complete notarized security agreement in the possession of the Secured party. Notice in accordance with UCC-Property- this is the entry of the debtor in the Commercial Registry as a transmitting utility and the following property is hereby registered in the same as public notice of a commercial transaction: Certificate of Birth Document #[...] [sic.]

Translated out of 'gibberese', Mr. Meads is purportedly assigning the value of his birth certificate, a "commercial transaction" presumably with Canada, to his "flesh and blood" self.

[436] The Alberta Personal Property Registry Verification Statement for "DENNIS LARRY MEADS, foreign situs cestui qui vie trust" presumably does the same for his a birth certificate, social insurance number, UCC1 financing statement, a certificate of marriage, a motor vehicle operator's license, Canadian passport, and several court orders.

[437] The "Commercial Security Agreement", which is identified by the cryptic notation "DLM042011960 SA 01 Registration # 11120912227" purportedly promises that "DENNIS LARRY MEADS, A LEGAL ENTITY" assumes all debts and obligations of "Dennis-Larry:Meads, a "Personam Sojourn and People of Posterity"", while granting Dennis-Larry:Meads all his property. Similarly, the "Hold Harmless and Indemnity Agreement Non Negotiable Between the Parties" causes "DEBTOR: DENNIS LARRY MEADS" to generally indemnify "CREDITOR: Care of Dennis-Larry Meads".

[438] This duplicates in general effect the analogous material advanced in ***Mercedes-Benz Financial v. Kovacevic***: everything good and of value attaches to the physical person of Mr. Meads, while all obligation and debt is allocated to the unfortunate DENNIS LARRY MEADS, corporate entity.

[439] Of course, that does not work. Mr. Meads is Mr. Meads in all his physical or imaginary aspects. He would experience and obtain the same effect and success if he appeared in court and selectively donned and removed a rubber Halloween mask which portrays the appearance of another person, asserting at this or that point that the mask's person is the one liable to Ms. Meads. Not that I am encouraging, or indeed would countenance, the wearing of a mask in my courtroom.

3. In-Court Behaviour of the Divided Person

[440] The in-court conduct of OPCA litigants who advance a double/split person approach can be confusing. They may ask to whom the court is talking. Or, like Mr. Meads, they may conclude that the court is addressing the "person" rather than the "soul".

[441] Detaxer cases provide some examples of this kind of conduct. ***R. v. Turnnir***, 2006 BCPC 460 at para. 65 reports how the defendant referred to himself both as "the taxpayer" and "the legal representative of the taxpayer". During cross-examination when he was asked who signed a document; Turnnir replied: "Who are you talking to?"

[442] In ***Porisky Trial Decision*** at paras. 60-61, Judge Myers related this kind of dialogue:

> [60] ... Mr. Porisky said he could not make that decision unless he understood whether he was to give evidence in his "inherent personality as a natural person with no intent to profit". He wanted to tell the truth in the stand but the capacity he was to testify in would make a difference to his evidence. A few minutes later in the dialogue he said:
>
> > I need to know if I make the decision to get into the stand, from which perspective can I speak? Like therefore I need to know, in the eyes of the law, if one man is two persons, the natural or the legal, okay, which one can I speak as, or does it matter -- am I have the liberty to speak the truth and qualify it so I can speak to everything? Because what it -- they have commingled a lot of stuff, and for me to properly address it, I'm going to have to be able to speak to everything to properly address it.
>
> And later:
>
> > Again, I feel like I'm being railroaded because I'm asking for clear answers. I came here with a full intention on defending my -- my rights and -- and not having things being converted into something they're not, and I don't know how to do that if nobody's going to give me a straight answer. I thought Crown had a duty -- I read their web page and they talk about honour and integrity, and now I'm been led one thing -- and for me to speak to everything, I'm going to need to be able to speak to it from my starting point of my existence.
>
> > I didn't make it up. Sir John Salmond I think is a highly respected man. The Supreme Court relies on him. I didn't make it up that one man's two persons in the eyes of the law. And so from that perspective, I need -- that's why I tried to be as honourable and as open in the development of this, so that I could speak the truth and the whole truth from the proper perspective, so it does not get misconstrued or mislabelled or presumed to be something it's not. And that's what I need to know. If I make the decision and I go in that box, which person, in the eyes of the law am I?
>
> THE COURT: You are Mr. Porisky.
>
> THE ACCUSED PORISKY: Am I Russell Anthony Porisky in my inherent personality as a natural person, or am I a sovereign-granted personality?
>
> THE COURT: You're Russell Porisky.
>
> THE ACCUSED PORISKY: That's fairly misleading because that's not clear enough for me, Your Honour.
>
> ...

> THE COURT: … Let's assume you get into the stand… and the Crown asks you, "What did you have for breakfast today?" Would it make a difference as to what capacity you were in?
>
> THE ACCUSED PORISKY: For me, it would, Your Honour, yes.

[443] Justice Midwinter in ***R. v. Kaasgaard***, 2011 MBQB 256 at para. 10 characterized the result as a "... "song and dance" routine of Mr. Kaasgaard being present but not wanting to be identified ...".

[444] In this Court's experience that is an accurate characterization of these antics. Alberta courts have observed OPCA litigants, particularly Freemen-on-the-Land, allege the correct target of civil and criminal litigation is a piece of paper such as a birth certificate, rather than the person holding that document. There is no adequate way to describe the absurdity of that display.

4. Conclusion - Double/Split Person Schemes

[445] 'Double/split person' schemes have no legal effect. These schemes have no basis in law. There is only one legal identity that attaches to a person. If a person wishes to add a legal 'layer' to themselves, then a corporation is the proper approach. The interrelationship between corporation and owner, and the legal effect of that 'layer' is clearly established in common law and statute.

[446] The 'double/split' person' strategies all have a common underlying kernel; that the OPCA litigant is not the person before the court, or is not subject to the court's jurisdiction. That allegedly falls on the other, non-corporeal (but otherwise similar) person. In other words, a litigant who advances a variation of this scheme says to the court 'you have no jurisdiction over me - the person you want is someone else.' That allegedly denies this Court's authority, but of course fails in effect.

D. Unilateral Agreements

[447] OPCA litigants frequently attempt to unilaterally foist obligations on other litigants, peace officers, state actors, or the court and court personnel. These foisted obligations take many forms. None, of course, creates any binding legal obligation. In that sense, these are yet more 'magic hats'.

[448] Mr. Meads' June 19 and 21 materials includes a number of these unilateral foisted agreements:

1. the "Actual and Constructive Notice" filed to the Board of Governors of the Bank of Canada;

2. his 'fee schedule', that is attached to these Reasons as Appendix "A"; and

3. the "Notice By Declaration and Affidavit of Consequences for Infringement of Copyright Trade-Name/Trademark", that is attached to these Reasons as Appendix "B".

The February 15, 2011 letter to Court worker Barbara Petryk, Clerk of the Court, that appoints her a fiduciary of "::dennis-larry:meads::" as a "living flesh and blood sentient-man" is another example of this kind of foisted unilateral agreement. The same is arguably true of the cover letter for Mr. Meads' June 19 and 21 packages.

[449] Common examples of these foisted agreements purport to appoint someone a fiduciary, establish a contractual relationship or declare an OPCA person no longer has an obligation, such as to pay income tax. Some purport to unilaterally settle lawsuits or legal claims, without court direction. Others provide a system of predetermined fines.

[450] Sometimes the unilateral agreement says that the recipient has a certain window of time to respond and disagree, otherwise they are held to have agreed to the terms of the unilateral agreement. That may be framed as a requirement that the recipient must rebut or prove themselves exempt from the foisted obligation. However, some foisted unilateral agreements do not even provide that courtesy, and instead allegedly indicate the recipient is bound, whether they like it or not.

[451] Foisted unilateral agreements are almost always expressed in a documentary form. Many foisted unilateral agreements include dramatic language and warnings. For example, the 'fee schedule' employed by Mr. Meads states in startling large print:

ATTENTION AND WARNING!
THIS IS A LEGAL NOTICE AND DEMAND
FIAT JUSTITIA, RUAT COELUM

(Let right be done, though the heavens should fall)

To: All Provincial, State, Federal and International Public Officials, by and through
Province of Alberta, Lieutenant Governor, Donald S. Ethell and/or Governor General, David Lloyd Johnston

TAKE NOTICE IGNORANCE OF THE LAW IS NO EXCUSE
THIS IS A CONTRACT IN ADMIRALTY JURISDICTION

Take a moment to read this before you proceed any further.
I do not wish to speak to you under any circumstances excluding federal judicial review

THIS TITLE IS FOR YOUR PROTECTION!

[Styling in original, see Appendix "A" for a more precise reproduction of this document.]

Later the 'fee schedule' sternly warns: "**IGNORANCE OF THE LAW IS NO EXCUSE!**"

[452] Some foisted unilateral agreements are amateurish amalgams of different documents, cobbled together, while others may appear professional and authoritative to the layperson. These documents often feature spurious formalities such as notarial marks, witnessing, stamps, and seals.

[453] OPCA gurus appear to have a large role in creating these documents. For example, this Court has repeatedly received identical or very similar versions of a particular unilateral foisted agreement, that only differ in personal information. In certain instances partially completed forms still show tags that indicate the original document was obtained in an electronic format, and then (partially) filled by the litigant using an automated script. I have previously noted these features in Mr. Meads' materials.

[454] Documents of this kind may emerge in number of ways. The foisted unilateral agreement may be delivered to a target (often a government or elected official), filed in court, presented in court, or 'published'. This last approach deserves some further comment. OPCA litigants sometimes appear to put special significance on 'giving notice' to others by making a document available to the public on the Internet, for example ***Bank of Montreal v. McCance***, 2012 ABQB 537 at para. 22. This Court has frequently received OPCA documents that direct a recipient to an Internet website where that same document is 'published'.

[455] Other mechanisms to provide notice border on harassment. In 2011 Belanger attempted to email each person employed in Alberta Justice a number of unilateral foisted agreements with titles such as "Ecclesiastical Notice of lawful excuse for non appearance and determination of the account of minister :Edward Jay-Robin: of the Belanger family" and "Ecclesiastical Notarial Notice of Understanding and Intent styled after the notice to admit", which, if not rebutted, allegedly discharged any criminal liability by Belanger for various illegal acts.

[456] Most foisted unilateral agreements, including those of Mr. Meads, include language such as "[notice or service] to the agent is [notice or service] to the principal, and [notice or service] to the principle is [notice or service] to the agent". This instruction is presumably intended to create as broad an 'area of effect' for the foisted unilateral agreement as is possible. Mr. Meads 'fee schedule' is addressed to government officials such as the Lieutenant Governor and Governor General, whose acquiescence, as 'principals' would presumably trickle down to all those subordinate in their organizations.

[457] Of course, documents of this kind that purportedly unilaterally impose an obligation on another have no legal effect: ***Papadopoulos v. Borg***, 2009 ABCA 201 at para. 4; ***Henry v. El***, 2010 ABCA 312 at para. 3, leave refused [2011] S.C.C.A. No. 138.

1. The Legal Effect of a Foisted Agreement

[458] Though OPCA litigants claim these documents can impose obligations on other persons, there is no dispute that an individual person lacks that kind of authority. The best-case legal foundation for these documents is that they are a kind of contract. Indeed, that is usually how OPCA gurus and litigants characterize these materials.

[459] There is no question that common law contract law, in Canada and elsewhere, prohibits enforcement of the kind of unilateral 'agreements' typically employed by OPCA litigants. It is useful to examine the basis for this conclusion, since foisted unilateral agreements are such a frequent motif in OPCA misconduct.

[460] Both parties to a contract must agree to its terms and to be bound in legal relations. The corollary of that is that one person cannot unilaterally impose a contract on another. In ***Silver's Garage Ltd. v. Bridgewater (Town)***, 1970 CanLII 196 (SCC), [1971] S.C.R. 577 at 596, 17 D.L.R. (3d) 1, Laskin J. (as he then was) expressed the rule as "... a person cannot foist a contract upon another without his consent ...".

[461] A contract requires a "meeting of the minds", or in Latin, "*consensus ad idem*". This is another way of saying that the parties to a contract must agree to the terms of that contract. In ***Ron Ghitter Property Consultants Ltd. v. Beaver Lumber Co.***, 2003 ABCA 221 at para. 8, 330 A.R. 353, Fraser C.J.A. explained the concept this way:

> ... Regardless of the theories underlying the enforcement of contracts, mutuality of agreement lies at the root of any legally enforceable contract. The required degree of mutuality of agreement mandates that the parties reach a consensus ad idem on essential terms. ... [Emphasis added.]

[462] She continues at paras. 8-9 to outline the well established common-law test:

> 8. ... The accepted test is whether a reasonable observer would infer from the words or conduct of the parties that a contract had been concluded ... That is, on an objective basis, have the parties reached consensus ad idem?
>
> ...
>
> 9. The common thread running through the cases is that the parties will be found to have reached a meeting of the minds, in other words be ad idem, where it is clear to the objective reasonable bystander, in light of all the material facts, that the parties intended to contract and the essential terms of that contract can be determined with a reasonable degree of certainty ... This requires the court to decide whether "a sensible third party would take the agreement to mean what A understood it to mean or what B understood it to mean, or whether indeed any meaning can be attributed to it at all" ... "the consensus ad idem would be a matter of mere conjecture." [Citations omitted, emphasis added.]

[463] This alone provides a basis for why the stereotypical foisted unilateral agreement cannot bind its recipient. An objective person knows that he or she cannot usually be held bound in contract by simple receipt of an offer. Many OPCA foisted unilateral agreements feature language that demands its recipient respond or rebut an obligation by a certain deadline. If not, then the agreement proclaims the recipient is bound by its terms. A moment's consideration shows it is absurd that the law would respect that requirement. What if a document was received, but not read within the deadline? What if the document was received by an illiterate person, or one who did not understand the document's meaning? Could they have a 'meeting of the minds'? Of course not, no more than handing a document to a sheep and saying "By not repudiating this agreement, I may eat you." establishes a mutual and common intent.

[464] Instead, the common law in most cases requires that the recipient of an offer (if that's what these OPCA documents represent) must take a positive step to accept that offer, acknowledge its terms and benefits, *and communicate that fact*. Harris C.J.B.C. in ***Cypress Disposal Ltd. v. Inland Kenworth Sales (Nanaimo) Ltd.*** (1975), 1975 CanLII 936 (BC CA), 54 D.L.R. (3d) 598, [1975] 3 W.W.R. 289 expressed the rule as :

> ... I do not think that to be an acceptance creating a contract. It is communication of the acceptance that creates the contract between the parties. One must distinguish between the act of deciding to accept or reject an offer and the act of communicating acceptance or rejection. [Emphasis added.]

[465] This requirement is not some recent legal innovation, but relates to the U.K. case of ***Felthouse v. Bindley*** (1862), 11 C.B. (N.S.) 869, 142 E.R. 1037 (Ex. Ch.), part of the "common law" so dear to OCPA gurus and litigants. In that decision a man attempted to enforce a price for sale of a horse. He was in negotiation with his nephew over the purchase of a horse, and wrote: "... you said the horse is mine ... If I hear no more about [the

horse], I consider the horse mine at £30 and 15s." The horse was inadvertently sold by an auctioneer to a third party, and the uncle sued.

[466] The nephew had, in fact, intended his uncle have the horse, *but he had taken no steps to communicate that fact*. Justice Willes concluded:

> ... It is clear, therefore, that the nephew in his own mind intended his uncle to have the horse at the price which he (the uncle) had named, £30 and 15s.: but he had not communicated such his intention to his uncle, or done anything to bind himself. Nothing, therefore, had been done to vest the property in the horse in the plaintiff down to the 25th of February, when the horse was sold by the defendant. It appears to me that, independently of the subsequent letters, there had been no bargain to pass the property in the horse to the plaintiff, and therefore that he had no right to complain of the sale. [Emphasis added.]

[467] ***Felthouse v. Bindley*** is a universally accepted cornerstone of the common law of contract. Citing only a few of many possible similar authorities:

- An offeror may not arbitrarily impose contractual liability upon an offeree merely by proclaiming that silence shall be deemed consent.

  (M. P. Furmston, *Cheshire, Fifoot and Furmston's Law of Contract*, 15th ed. (Oxford: Oxford University Press, 2007) at p. 61)

- ... the silence of the offeree, his failure to reject an offer, cannot amount to acceptance without more. ... Although the offeror can dictate the time, place, and manner of acceptance ... it seems clear that this will not cover the situation where the offeror says that silence will be enough ... Indeed the Supreme Court of Canada has said that something more than a failure to reject an offer is required to constitute a binding contract.

  (G.H.L. Fridman, *The Law of Contract in Canada*, 5th ed. (Toronto: Thomson Carswell, 2006) at p. 54.)

- ... As a general rule, it is not enough for one to whom an offer is made to assent inwardly; the offeree must communicate acceptance to the offeror ...

  Ordinarily, therefore silence will not operate as an acceptance even though the offeree should prove an intention to accept. This is not a technicality but part of the requirement of a bargain. No reasonable person, on receiving a proposal that looks for a reply, considers the bargain concluded until the manifestation of assent. Nor will a reasonable offeror ordinarily consider that silence on the part of the offeree manifests the latter's acceptance. It would plainly be an imposition for an offeror to write to a stranger offering to sell an encyclopedia and adding that the latter's silence will be considered an acceptance. ...

  (S. M. Waddams, *The Law of Contracts*, 6th ed. (Toronto: Canada Law Book, 2010) at p. 67-68)

- The requirement that there has to be an acceptance cannot be avoided or waived by the offeror's saying that the offeree will be assumed to have accepted the offer if no rejection is received by the offeror. This rule is a reflection of the very general principal that people are not to have obligations thrust upon them without their consent and that, in general, people have to indicate their consent by some positive action. The principle is expressed in the statement that "silence cannot be consent".

  (Angela Swan, *Canadian Contract Law*, 2nd ed. (Markham: LexisNexis, 2009) at p. 234.)

[468] This principle continues to be uniformly applied by Canadian courts. For example: ***Schiller v. Fisher; Nu Towne Dev. Inc. V. Kingsmont Properties Ltd.***, 1981 CanLII 49 (SCC), [1981] 1 S.C.R. 593 at 598-599, 124 D.L.R. (3d) 577; ***Pumphrey v. Carson***, 2002 NSSC 170 at paras. 19-20, 206 N.S.R. (2d) 338; ***Gellen v. Public Guardian and Trustee of British Columbia et al***, 2005 BCSC 1615 at para. 17, 21 E.T.R. (3d) 146; ***Vollmer v. Jones*** (2007), 2007 CanLII 7999 (ON SC), 36 R.F.L. (6th) 340 at para. 46, 155 A.C.W.S. (3d) 1079 (Ont. Sup. Ct. J. (Fam. Ct.)).

[469] There are certain very limited instances where a court may *infer* acceptance of a contract, despite failure to explicitly communicate acceptance, for example where the offoree uses an offered service: ***St. John Tug Boat Co. v. Irving Refining Ltd.***, 1964 CanLII 88 (SCC), [1964] S.C.R. 614 at 623-624, 46 D.L.R. (2d) 1. In that case the Irving Oil Company received a contract offer that a tug company's ships would assist in docking oil tankers. Acceptance was not formally communicated, but the oil company nevertheless used the tugs, and that was basis to infer the offer and its terms had been accepted. Exceptions of this kind do not apply to the kinds of foisted agreements used in OPCA strategies.

[470] So, even if the relationship between the state and an individual was one of contract (which it isn't), and the Governor General and/or Lieutenant-Governor General had the authority to declare a person no longer subject to the organizations which they administer on behalf of the Queen (which I seriously doubt), Mr. Meads' 'fee schedule' still founders on this key point. Neither he, nor anyone else, can impose a demand that a person deny or disprove a foisted agreement.

[471] Some final context may be helpful, as the rule OPCA litigants find so attractive has a nightmarish effect. There is a story, perhaps apocryphal, that the press gangs of the English Royal Navy would trick civilian sailors to unwittingly accept a first military employment payment, the "King's Shilling", by concealing that coin at the bottom of a tankard of beer. If the civilian sailor accepted the apparently free beer, and the concealed payment within, then he was trapped and was deemed to have agreed to be a new recruit of the Royal Navy.

[472] That is the kind of world that is the end-point of the reasoning advanced by this OPCA concept. If it were the law (which it is not), we all would watch, scrutinizing every document and act, for a hidden foisted agreement. Perhaps ironically, that neatly corresponds to the neurotic consent/contract-fearing perspective that flows from the OPCA 'obligation requires agreement' strategies.

2. Common Uses of Unilateral Agreements

[473] OPCA litigants appear very fond of the foisted unilateral agreement strategy, and employ it in a wide variety of ways.

a. To Create or Assert an Obligation

[474] A common strategy is to foist a unilateral agreement on a target, then claim the failure to refuse or refute the "agreement" creates an obligation. The most common form of this kind of foisted OPCA unilateral agreement is the 'fee schedule', which I address in more detail below.

[475] In ***Gravlin et al. v. Canadian Imperial Bank of Commerce et al,*** 2005 BCSC 839 at para. 8, 140 A.C.W.S. (3d) 447, litigants who had hired Dempsey attempted to evade debts by foisting unilateral agreements on certain lawyers who were engaged in the debt collection process. These 'contracts' demanded $100,000.00 if the lawyers continued to "... trespass on or interfere, in any manner whatsoever, with the private contract between CIBC and [Gravlin] ..." or triple damages of $300,000.00 if the lawyers failed to promptly deliver the $100,000.00.

[476] Similarly, in ***Bank of Montreal v. McCance***, 2012 ABQB 537 at para. 15, Master Hanebury reports on a "Notice Of No Trespassing" intended to resist a foreclosure. One of its remedies is an unusual form of misconduct:

> That document advises that a penalty will be imposed of up to ten million dollars,
> the greatest amount being for anyone who violates any of God's Supreme Laws or causes the McCances
> to violate any of God's Supreme Laws.

Several bills were issued on that basis: para. 17. Alarmingly, these tactics were at least in part effective, as attempts to sell the property were unsuccessful (para. 18) and an involved realtor found "... that the notices and demands were extremely disturbing and made her fearful and she would not swear the draft affidavit prepared by the Bank." (para. 18).

[477] ***Williams v. Johnston***, [2008] O.J. No. 4853 (QL) at para. 3, 2008 CanLII 63194 (Ont. S.C.), affirmed 2009 ONCA 335, 176 A.C.W.S. (3d) 609, leave refused [2009] S.C.C.A. No. 266 details a set of foisted obligations and claims:

> In the statement of claim the plaintiff asserts in paragraph 3 that he has "issued three default judgments against the defendants by doctrine of tacit procuration" and that "all matters have been deemed stare decisis, res judicata and collateral estoppel". In paragraph 4 he states he issued default judgment against them because they did not respond to his "International Commercial Claim" issued July 2, 2008 or his "Affidavit of Obligation" issued on July 18, 2008. In paragraph 5 he claims that the defendants have committed the crimes of "misprision of felony, fraud, theft, embezzlement, conspiracy, sedition, enticement into slavery, and treason". In paragraph 6 he refers to the Court of International Trade and penalties due to crimes against a sovereign.

[478] These were rejected as a basis for a civil action: paras. 10-11. This OPCA litigant had claimed what is probably best described as nation-state authority, and had personally tried and convicted the defendants on that basis (para. 8):

> In his submissions, the plaintiff made representations to the court that he had declared himself a sovereign and as such he had established a trust account with the US Treasury, which had provided him with an unlimited amount of credit. Further, he advised the court he had instituted his own court proceedings as a sovereign and had issued default judgments against the defendants because they had not complied with his endorsement and direction. ...

Mention of the U.S. Treasury 'trust account' suggests this litigant had also subscribed to the 'A4V' 'money for nothing' scheme discussed below.

[479] ***MBNA Canada Bank v. Luciani***, 2011 ONSC 6347 discusses a foisted unilateral agreement which was the basis for a $28,000,000.00 *Personal Property Security Act* registration against a bank. The OPCA litigant offered to remove the registration in exchange for the bank providing a $125,000.00 line of credit. Justice Brown called this "[a] good old-fashioned shake-down!" (para. 3), which is an apt way to describe all foisted unilateral agreements.

[480] A similar strategy was advanced by two members of CERI, "Carl-Wayne: Duchek" and "Judith-Patricia: Duchek", who sent my office a unilateral foisted agreement that demanded I disprove the supremacy of the King James Bible:

> We wish to know if you have any law that can induce me or intimidate us to violate our faith in practising the laws of the King James Bible of which such faith is founded upon?

[481] I had seven days to respond, and if not, I:

> ... consent to pay me 1 million Dollars $1,000,000.00 in Gold Maple Leaf coin for the damages to my ability to practice my faith unimpeded and that you will, once our agreement is witnessed and published, provide me the name and address of your liability insurance bond agent to pay me for damages due to your intimidation should you choose to break the laws and violate your oath.

I did not respond, and to date have not faced a demand for payment, in gold. I presume from no demand that Mr. and Ms. Duchek have been able to practice their faith without impediment.

[482] Once an obligation is allegedly 'created' by a unilateral foisted agreement, the OPCA litigant may attempt to enforce that obligation in court. Alternatively, an OPCA litigant may register a lien or interest against property held by the agreement's target, such as happened in ***MBNA Canada Bank v. Luciani***, 2011 ONSC 6347 at para. 17. I understand that a number of justices in this Court have been the subject of this kind of spurious and unlawful security interest. My understanding is that this lien strategy is very popular among American OPCA litigants; this technique is sometimes referred to as "paper terrorism": Robert Chamberlain & Donald P. Haider-Markel; Erick J. Haynie; Susan P. Koniak. OPCA gurus commonly teach these approaches to their customers as a response to 'unjust' and 'illegal' state and court authority.

[483] Another variant of this category is reported in ***Papadopoulos v. Borg***, 2009 ABCA 201. This decision is particularly helpful as it reproduces much of the foisted agreement (para. 3) and outlines the OPCA litigant's conduct (paras. 4-10). He had asserted a foisted unilateral agreement entitled "Admission of Facts - Non-negotiable" that, if not refuted, would mean the defendants had admitted certain facts that would effectively decide a lawsuit:

> It is My intent with this Admission of Facts, to establish agreement with you administratively by the response or lack thereof to the questions provided. Please answer the following questions, if you fail to do so, you will be deemed to admit, for the purposes of this proceeding only, the truth of the facts and the authenticity of the documents set out herein below ...

The net result was a claim for "triple damages", a total of $74,851,078.50.

[484] The OPCA litigant explained how he had proven his case (para. 8):

> I have provided all of the evidence before you in fact in the form of an Affidavit of assessment, an Affidavit of judgment, an Affidavit of default, an Affidavit of mode of service, a judicial notice, and an Affidavit of search. All of these documents have been served upon the other side. They have been accepted. They have been provided to them, served to them by a notary under notary seal. They've accepted to all of the terms and conditions. And, therefore, they presently are in default. I note their dishonour and on and for the record. ...

[485] The court continues at paras. 9-10 to describe the litigant's in-court activities:

> [9] The appellant was intransigent. Despite the best efforts of the trial judge to explain the rules of procedure and evidence, the appellant refused to testify or call any evidence. He insisted that the service of his unconventional documents on the defendants had somehow turned into an admission of liability by them. He insisted that the affidavits which he had tendered on the Court, and which attached copies of those documents were admissible evidence at the trial. He refused to be cross-examined, arguing that counsel for the defendants had "no standing", and were "in dishonour". (AR p. 76, l. 36-40)
>
> [10] The appellant took the position that the purpose of the trial was really to enforce or compromise the "agreement" he had tried to foist on the defendants:
>
> > Now, I have no desire to liquidate them and enforce the entire default upon them. I want to settle. And I have a judgment against them in the order of $49.9 million. And I don't want to enforce that entire judgment against them. I want to settle with them.
> >
> > God requires of his mankind a tithe of 10 percent. I'm in a position where I'm willing to take the example that God has put forth and settle for 10 percent. Is that not fair? (AR p. 74, l. 21-9)

[486] Perhaps unsurprisingly, the OPCA litigant's claims were dismissed at trial: para. 10. The Court of Appeal confirmed that result (at para. 4):

> The law does not recognize the ability of one person to foist liability on another if they do not reply to a unilateral communication within an arbitrarily set time limit.

b. To Discharge an Obligation or Dismiss a Lawsuit

[487] Similarly, OPCA litigants will often claim to use foisted unilateral agreements to discharge an obligation or end a lawsuit. ***Gravlin et al. v. Canadian Imperial Bank of Commerce et al,*** 2005 BCSC 839 at para. 23, 140 A.C.W.S. (3d) 447 provides an example of a foisted notice that purported to discharge a debt. The OPCA litigants sent a bank a "Report and Notice to Solicitor/Counsel and Notice of Suspension of Account Pending Provision of Proof of Non-Criminality of Activity" that said:

> Pending the provision of proof to the contrary, and subject to the attached/enclosed UNCONDITIONAL TENDER OF FULL PAYMENT ON DEMAND the aforementioned account is accordingly suspended. I will not knowingly be a party to moral turpitude or unlawful or illegal activity.

[488] Another example is a document that my office received which, I believe, purports to defeat a foreclosure. The writer directed a foisted unilateral agreement to the bank. Ten days without a response led to a "NOTICE OF NON RESPONSE" which stated the bank:

> ... acquiesces and admits all terms by Tacit Procuration: and all issues are now deemed Stare Decisis and may not be argued, controverted or protested; and said acquiescence shall act as a witness and as DEFAULT JUDGMENT IN ESTOPPEL against [the court master].

[489] Another variation on this form is that a state actor receives a demand to prove its authority. In ***Law Society of British Columbia v. Dempsey***, 2005 BCSC 1277, 142 A.C.W.S. (3d) 346, affirmed 2006 BCCA 161 at paras. 10-12, 149 A.C.W.S. (3d) 735, Dempsey demanded the Law Society of British Columbia prove, to his satisfaction, that it had the authority it had claimed. As usual, a stern warning explained the consequence of failure:

> Ten (10) days have been allowed for the Petitioner, the LAW SOCIETY OF BRITISH COLUMBIA to respond to this Jurisdictional Challenge. Failure to comply with the above shall be deemed that the Petitioner does not have the jurisdiction or legal standing to file this Petition.

[490] That same action had Dempsey direct a foisted agreement at the judge hearing whether Dempsey had practiced law without a license:

> **The Undersigned does hereby and herein accept the Oath of Office of James W. Williams d/b/a/ JUSTICE (JAMES W.) WILLIAMS / PUBLIC SERVANT and all heirs, assigns, and successors, as his open and binding offer of contract to form a firm and binding, private, bilateral contract between parties in which he agrees to perform all of his duties as a Public Servant and promises to uphold all of the Undersigned's rights.**
>
> The foregoing "Notice of Acceptance of Oath of Office" is an instrument in commerce CUSIP No. 718895600, and is made **explicitly under reserve and without recourse** and the foregoing has established your promise to uphold all of the Undersigned's rights and not allow any third-party agents to interfere in your duties to the Undersigned Failure to respond to this offer of contract within three business days of receipt establishes your unconditional acceptance and will place you and your office in default, and the presumption will be taken upon the public record that you, and your office, fully agree to the points and authorities contained within this Notice of Acceptance of Oath of Office and that they are true, correct and certain. [Emphasis in original.]

[491] ***Callaghan v. McCaw***; ***C.C. v. J.M.***, 2010 SKQB 79 at paras. 10-12, 351 Sask.R. 55 reports what appears to be a foisted unilateral contract scheme to deny child support. In this case the trigger was that if the support recipient cashed a cheque, that discharged any future child support obligation, because the cheque carried the following notation:

> By Accepting and/or Endorsing and/or Indorsing and/or Cashing and/or Negotiating and/or Selling and/or Purchasing and/or Holding this Instrument, Payee and any/all Endorsers (and any/all of their Agents and/or Principals), jointly and severally explicitly consent and agree to be irrevocably bound by Agreement RW 065 579 297 CA (and all terms and conditions contained therein). This instrument remains the property of the Drawer © common-law copy claim. All Rights Expressly Reserved.

The OPCA indicia on this notation are obvious.

c. Foisted Duties, Agency, or Fiduciary Status

[492] Another application of a foisted unilateral agreement is to transfer or assign some kind of obligations to someone else. For example, in ***R. v. Leis,*** 2008 SKQB 123, 77 W.C.B. (2d) 323, affirmed 2008 SKCA 103, 311 Sask.R. 310 the OPCA litigant had tried to unilaterally transfer his obligation to pay utility costs to a government actor as an agent. ***Bank of Montreal v. McCance***, 2012 ABQB 537 at para. 6 reports an attempt to name this Court and opposing counsel as fiduciaries.

[493] Mr. Meads' February 15, 2011 letter to Barbara Petryk (discussed above) falls into this category. Arguably Mr. Meads' declaration that I am his fiduciary represents another foisted duty.

d. Copyright and Trade-mark

[494] One of the strangest expressions of the foisted unilateral agreement concept relates to copyright and trade-mark. OPCA litigants very frequently claim copyright and/or trade-mark *of their own names*. That can combine

with a ‘double/split person’ concept so that the physical person has an intellectual property interest in the ‘name’ of the non-corporeal aspect. That appears to be the function of Mr. Meads’ “Copyright Trade-name/Trademark Contract” between DENNIS LARRY MEADS and Dennis-Larry: Meads.

[495] The OPCA litigant then unilaterally foists on a target a document that purports to govern use of the copyright and/or trade-mark protected name. Invariably, the document warns that any unauthorized use of the protected intellectual property means the target has agreed to pay a certain sum, per use.

[496] Mr. Meads’ material includes one such document, entitled:

NOTICE BY DECLARATION and AFFIDAVIT OF CONSEQUENCES FOR INFRINGEMENT OF COPYRIGHT TRADE-NAME/TRADEMARK.
And same are accepted for value and exempt from levy.

and is reproduced in whole as Appendix “B”.

[497] This cannot even be described as a ‘unilaterally foisted contract’, it is instead a unilateral *notice* foisting obligations on the world:

> **With the intent of being contractually bound**, any juristic person, as well as the agent thereof, consents and agrees by this Notice that neither said juristic person nor agent thereof shall display, nor otherwise use in any manner, the common-law trade-name/trademark DENNIS LARRY MEADS©, nor the common-law copyright described herein, nor any derivative of, or any variation in the spelling thereof without the prior, express, written consent and acknowledgment of Secured Party, as signified by Secured Party’s signature in red ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of DENNIS LARRY MEADS©, and all such unauthorized use is strictly prohibited. [Emphasis in original.]

[498] Any use of Mr. Meads’ protected names:

> DENNIS LARRY MEADS© — including any and all derivatives and variations in the spelling, i.e. DENNIS LARRY MEADS, MEADS DENNIS LARRY, DENNIS L MEADS, MEADS D LARRY, D L MEADS

means a person owes Mr. Meads $100,000,000.00:

> ... grants Secured Party a security interest in all of User’s assets, land and personal property, and all of User’s interest in assets, land and personal property, in the sum certain amount of $100,000,000.00 per each occurrence of use of the common-law copyrighted trade-name/trademark DENNIS LARRY MEADS©, as well as for each and every occurrence of use of any and all derivatives of and variations in the spelling of DENNIS LARRY MEADS©, plus costs, plus triple damages ...

[499] This kind of document is far from unique, see for example: ***Gravlin et al. v. Canadian Imperial Bank of Commerce et al***, 2005 BCSC 839 at para. 9, 140 A.C.W.S. (3d) 447; ***Dempsey v. Envision Credit Union***, 2006 BCSC 1324 at para. 37, 60 B.C.L.R. (4th) 309.

[500] Sometimes an OPCA litigant claims that breach of a purported copyright interest does not merely cause a financial penalty, but can even disqualify a court or state actor’s jurisdiction. For example, in ***Hajdu v. Ontario (Director, Family Reponsibility Office)***, 2012 ONSC 1835 at paras. 23-25, 31, an appeal was based, in part, because the trial court “... was in violation of international copyright law”. Coats J. concluded this argument “... that the Director or the court was in breach of copyright law throughout the default hearing is without merit.”

[501] Mr. Meads’ copyright and trade-mark claims are suspect in a number of ways. First, he claims ownership of his “... common law right of, in and to my Copyright(s), Trademark(s) and Trade-Name(s) ...” [emphasis added]. The special property interests provided by copyright and trade-mark flow from legislation (the *Copyright Act*, R.S.C. 1985, c. C-42, and the *Trade-marks Act*, R.S.C. 1985, c. T-13). There has never been a common law right to either.

[502] There is not authority present, nor, I believe, capable of establishing that a personal name can form a creative work that would be subject to copyright. In any case, even if that were so, then copyright in a name would presumably vest with its authors, Mr. Meads' parents. The *Copyright Act* also sets the consequence of infringement on copyright: ss. 34-41. Infringement can lead to damages and recovery of profit (s. 35) and where no damage is proven then statutory damages (s. 38.1) can be claimed. There is no provision for the kind of 'contract' or 'notice' claims found in OPCA foisted unilateral copyright agreements.

[503] Similarly, the claim in relation to trade-mark or trade-name is nonsense. The process to obtain a trade-mark and the rights that flow from that are set by the *Trade-marks Act*, not some unilateral declaration. A trade-mark that has legal effect requires application to the Canadian Intellectual Property Agency ["CIPO"] for registration. Once a trade-mark is registered and published, then its owner has associated rights. No evidence has been provided from the CIPO trade-marks database to establish a registered trade-mark that includes the word "Meads".

[504] The entire 'my name is copyright/trade-mark protected' scheme has an overwhelmingly juvenile character. People necessarily use names in everyday interaction, commerce, and most certainly in court. Does it make any sense that any person who were to correspond with Mr. Meads would be liable to him for $100 million dollars simply because they put his name in the address? Could people operate in this regime? Must we all address one another by arbitrary nicknames or some kind of functional description? The answer to these questions is an overwhelming "no."

3. Fee Schedules

[505] OPCA foisted unilateral agreements can target anyone, however, many focus on state, government, and court actors. These purport to be agreements that a state or court actor agrees to pay the OPCA litigant a particular amount if a certain legal procedure or result occurs, or law enforcement personnel engage in certain conduct. OPCA litigants often label the documents that target state actors with the title "fee schedule", though other language is also encountered.

[506] Mr. Meads' June 19 and 21 documents included a fee schedule, cryptically entitled:

> **Registered Private Tracking Number** - LT 679 966 085 CA
> UCC-1 Files in ALBERTA - Secured Transaction Registry Number- **11120912227**

This is reproduced as Appendix "A".

[507] Like the copyright and trade-mark notice, this is a formal appearing document, with impressive legal-sounding language. Once the reader gets past that, one reaches the meat of the subject. Those served with this document (directly or indirectly) have 30 days to reject it. Otherwise, the fee schedule, addressed to "All Provincial, State, Federal and International Public Officials, by and through Province of Alberta, Lieutenant Governor, Donald S. Ethell and/or Governor General, David Lloyd Johnston", states that the state, government actors, institutions, and employees are liable to pay certain amounts if Mr. Meads is subjected to certain conduct, for example:

> Unlawful Arrest, Illegal Arrest, or Restraint, or Distraint, Trespassing/Trespass, without a lawful, correct, and complete 4th amendment warrant: $2,000,000.00 (Two Million) CAD Dollars, per occurrence, per officer, or agent involved.
>
> ...
>
> Assault or Assault and Battery without Weapon: $2,000,000.00 (Two Million) CAD Dollars, per occurrence, per officer, or agent involved.
>
> ...
>
> Unfounded Accusations by Officers of the Court, or Unlawful Determination: $2,000,000.00 (Two Million) CAD Dollars, per occurrence, per officer, or agent involved.
>
> ...

> Incarceration for Civil or Criminal Contempt of Court without lawful, documented-in-law, and valid reason: $2,000,000.00 (Two Million) per day, per occurrence, per officer, or agent involved.
>
> Disrespect by a Judge or Officer of the Court: $2,000,000.00 (Two Million) CDA Dollars per occurrence, per officer, or agent involved.
>
> Threat, Coercion, Deception, or Attempted Deception by any Officer of the Court: $2,000,000.00 (Two Million) CAD Dollars per occurrence, per officer, or agent involved.
>
> ...
>
> Coercion or Attempted Coercion of the Natural Man or Woman to take responsibility for the Corporate Strawman against the Natural Man or Woman Secured Party's Will: $2,000,000.00 Two Million CAD Dollars, per occurrence, per officer or agent involved. ...

[508] This document purports to defeat all statutory, common law, judicial, or prosecutorial discretions and immunities:

> ... Should you move against me in defiance of this presentment, there is no immunity from prosecution available to you or to any of your fellow public officers, officials of government, judges, magistrates, district attorneys, clerks, or any other persons who become involved in the instant actions, or any future actions, against me by way of aiding and abetting. Take due heed and govern yourself accordingly.

[509] Further, the ‘fee schedule’ allegedly cannot be a basis for any legal obligation, sanction, or punishment, because it says so:

> This Statute Staple Securities Instrument is not set forth to threaten, delay, hinder, harass, or obstruct, but to protect guaranteed Rights and Protections assuring that at no time my Unalienable Rights are ever waived or taken from me against my will by threats, duress, coercion, fraud, or without my express written consent of waiver. None of the statements contained herein intend to threaten or cause any type of physical or other harm to anyone. ...

[510] Not merely satisfied with state actors and the courts, the ‘fee schedule’ extends to apply to international entities (para. 21), businesses (para. 22), and financial institutions (para. 26). In case any bound person dared defy their obligation, the ‘fee schedule’ warns:

> All penalties contained herein will be subject to a penalty increase of one million dollars per day, plus interest, while there is any unpaid balance for the first thirty (30) days after default of payment. This penalty will increase by 10% per each day until balance is paid in full, plus 18% annual interest, beginning on the thirty- first (31st) day after default of payment.

“Naturally”, all payments must be in gold or silver.

[511] What is the value of this document? Nothing. It is just another foisted unilateral agreement. Courts have uniformly refused to enforce ‘agreements’ of this kind: ***Szoo v. Canada (Royal Canadian Mounted Police)***, 2011 BCSC 696; ***Jabez Financial Services Inc. (Receiver of) v. Sponagle***, 2008 NSSC 112 at paras. 14, 18, 264 N.S.R. (2d) 224; ***Sydorenko v. Manitoba***, 2012 MBQB 42 at para. 5; ***Canada v. Rudolf***, 2010 BCSC 565.

a. Disproportionate and Unlawful Penalties

[512] The amounts claimed by fee schedules are clearly disproportionate to the alleged misconduct. If a ‘fee schedule’ were an enforceable contract, then the damages it would authorize are limited to that which would restore the injured party to their state as if the contract had been performed. In ***Fidler v. Sun Life Assurance Co. of Canada***, 2006 SCC 30 at para. 27, [2006] 2 S.C.R. 3, McLachlin C.J.C. and Abella J. stated this principle as:

> Damages for breach of contract should, as far as money can do it, place the plaintiff in the same position as if the contract had been performed.

[513] That does not preclude persons who contract setting damages in advance, what is sometimes called "liquidated damages". However, even liquidated damages must be *reasonable*, and not a threat held over one party, "*in terrorem*": ***Calgary (City) v. Janse Mitchell Const. Co.*** (1919), 1919 CanLII 48 (SCC), 59 S.C.R. 101, 48 D.L.R. 328. Whether a predetermined damage amount is reasonable is always subject to court review; "[i]t is always open to the parties to make the predetermination, but it must yield to judicial appraisal of its reasonableness in the circumstances." [emphasis added]: ***H.F. Clarke Ltd. v. Thermidaire Corp.***, 1974 CanLII 30 (SCC), [1976] 1 S.C.R. 319 at 331, 54 D.L.R. (3d) 385.

[514] The test to evaluate the validity of a liquidated damages amount is found in the U.K. House of Lords case of ***Dunlop Pneumatic Tire Co. v. New Garage and Motor Co.***, [1915] A.C. 79 at 86 (H.L.). Two aspects of the test are particularly relevant, that reasonable liquidated damages are a prohibited penalty where the pre-set amount:

> ... is extravagant and unconscionable in amount in comparison with the greatest loss that could possibly follow from the breach [or]
>
> ... a single lump sum is made payable upon the occurrence of one or more or all of several events, some of which may occasion serious and others only trifling damage, there is a presumption, but no more, that the sum is a penalty.

This was, and remains, the law in Canada: ***H.F. Clarke Ltd. v. Thermidaire Corp.***, at 327.

[515] Mr. Meads' 'fee schedule' liquidated damages amounts are an archetype for the first category of prohibited penalties. As an example, Mr. Meads is due $2,000,000.00 (in gold or silver) for each occasion I, as a Justice, am disrespectful of Mr. Meads, or if I engage in "Coercion or Attempted Coercion of the Natural Man or Woman to take responsibility for the Corporate Strawman against the Natural Man or Woman Secured Party's Will". I take that latter prohibition to mean any attempt on my part to reject a 'double/split person' or other related OPCA argument.

[516] Beyond that, these amounts are so grossly disproportionate to awards made by Canadian courts for injuries outside a contractual context that I do not think it is necessary to survey Canadian caselaw on that point, beyond referencing a few potential comparators: ***Andrews v. Grand & Toy Alberta Ltd.***, 1978 CanLII 1 (SCC), [1978] 2 S.C.R. 229, 83 D.L.R. (3d) 452),

[517] Offenses to personal dignity and liberty may also lead to awards under the *Charter*. Recently, the Supreme Court of Canada in ***Vancouver (City) v. Ward***, 2010 SCC 27, [2010] 2 S.C.R. 28 ordered a $5,000.00 payment as a *Charter* (s. 24(1)) remedy for an unwarranted and unlawful strip search. That stands in stark contrast to the amounts in Mr. Meads' 'fee schedule'.

[518] This Court has received many 'fee schedules' and not one has set damage claims in a reasonable manner. That does not exclude the possibility that such a 'fee schedule' may exist or could be advanced, but to date that possibility remains only a hypothesis. Nevertheless, even in that case that "agreement" would still be illegally imposed, and have no legal effect no matter what amount was claimed.

b. The Targets and Intended Effect of 'Fee Schedules'

[519] What makes 'fee schedules' especially problematic is the manner in which these documents are used. 'Fee schedules' are commonly targeted to peace officers, government officials, and to court personnel such as law clerks, sheriffs, and legal assistants, or court administration personnel. Other 'fee schedules' purport to create an obligation for a judge or the state, for example: ***Canada v. Rudolf***, 2010 BCSC 565; ***Bank of Montreal v. McCance***, 2012 ABQB 537 at para. 24; ***Services de financement TD inc. c. Michaud***, 2011 QCCQ 14868 at para. 9. A particularly bizarre 'fee schedule' demand that I have received notifies this court of a claim for: "Ignorance of your Legal Maxims: $500,000.00 x 7 Counts". Never has quizzing the court been so potentially, but unlawfully, profitable!

[520] One use of 'fee schedules' that has become notorious is that OPCA litigants will present these documents to a peace officer engaged in their duties, and warn the officer that they are bound by these obligations, personally, to pay these amounts. This is a very common way that Freeman-on-the-Land and Sovereign Man litigants respond to being stopped while driving, see for example: ***Szoo v. Canada (Royal Canadian Mounted Police)***, 2011 BCSC 696.

[521] Obviously, a ‘fee schedule’ has no legal effect. A person cannot unilaterally foist obligations of this kind on another or on the state. That is particularly obnoxious when coupled with declarations that an OPCA litigant is outside state and court authority, which for example would allegedly make *any* detention illegal.

[522] The amounts claimed in Mr. Meads’ ‘fee schedule’ are not atypical. ‘Fee schedules’ uniformly include dramatic, threatening language and instruct the recipient they have been warned and are to watch their step.

[523] Plain and simple, in these contexts ‘fee schedules’ are tools of intimidation. These documents are intended to deter state and court officials from the proper exercise of their obligations. They are often physically presented to persons who may have less understanding of their legal effect (ie. none). The language used in ‘fee schedules’ is intended to heighten those intimidation effects, as is the totally unwarranted ‘damage’ quantums demanded.

4. Effect of Unilateral Agreements

[524] In a civil context, advancing a foisted unilateral agreement is very strong evidence that a litigant has not bargained in good faith, discharged their *Rule* 1.2(3) obligations, and is engaged in vexatious litigation worthy of a declaration under *Judicature Act*, R.S.A. 2000, c. J-2, s. 23.1(1).

[525] Punitive damages are warranted when a person bases a legal action or files a spurious lien or personal property claim on the basis of a foisted unilateral agreement. The courts have authority to indemnify the legal costs of a litigant who is forced to defend against a foisted unilateral agreement scheme: ***Williams v. Johnston***, [2008] O.J. No. 4853 (QL) at para. 15, 2008 CanLII 63194 (Ont. S.C.), affirmed 2009 ONCA 335, 176 A.C.W.S. (3d) 609, leave refused [2009] S.C.C.A. No. 266; ***MBNA Canada Bank v. Luciani***, 2011 ONSC 6347 at para. 17.

[526] It occurs to me that ‘fee schedules’ may also have a potential criminal effect. Documents of this kind are intended to impede the legitimate action of government, law enforcement, and court actors by purporting to assign very sizable penalties for actions that are not only a part of their jobs, but very often a duty. These penalties are a threat of “damage to property”. Since ‘fee schedules’ have no legal force, the threats they contain are by definition unlawful.

[527] If so, it seems that perhaps when a person advances a ‘fee schedule’, that may be *prima facie* evidence of the act and intention of the *Criminal Code*, ss. 423.1, intimidation of a justice system participant offence. Advancing a ‘fee schedule’ and claims based on the same, may perhaps also prove other criminal offences. Mr. Meads’ ‘fee schedule’ claims damages that clearly escalate in a manner that offends the *Criminal Code*, s. 347 criminal interest rate prohibition. Documents of this kind may have relevance for whether bail should be granted or denied: ***R. v. Boisjoli***, 2012 ABQB 556 at para. 51.

[528] In summary, unilateral foisted agreements have no effect in law: ***Papadopoulos v. Borg***, 2009 ABCA 201 at para. 4; ***Henry v. El***, 2010 ABCA 312 at para. 3, leave refused [2011] S.C.C.A. No. 138. Operationally, these alleged agreements would deny the authority of the court to determine the substance of a legally binding agreement and all parties intentions. Their effect is to say the court has no authority to implement legislative rules and prohibitions, and instead purport to allow a litigant to fine the court, judges, and peace officers for the proper exercise of their authority and duties. Foisted unilateral agreements are therefore a prohibited attempt to restrict the jurisdiction of the courts, and merit civil, and possibly criminal, sanction.

E. Money for Nothing Schemes

[529] To date, OPCA litigants have employed a limited number of what may be called ‘money for nothing’ schemes. These are different from the other OPCA strategies that I have previously reviewed, as they do not challenge or subvert the court’s authority, but instead purport to provide a mechanism by which the OPCA litigant can obtain unconventional benefits.

[530] These are the proverbial caves of hidden treasure. OPCA gurus who advance these concepts claim that, with the correct combination of documents, one can open a secret path to vast riches. One needs only know the spell!

1. Accept for Value / A4V

[531] The most common ‘money for nothing’ scheme has a number of names: “Redemption”, “Accept for Value”, and “A4V”. The A4V concept originated in the United States, but a Canadian version has emerged, and Mr. Meads appears to subscribe to that.

[532] The mythology behind the ‘A4V’ scheme is extremely peculiar, and requires travel into the conspiratorial and demon-haunted shadow world of the OPCA community. Aspects of this scheme are explained in reported U.S. cases, including: ***United States v. Heath***, 525 F.3d 451 (6th Cir. 2008); ***United States v. Anderson***, 353 F.3d 490, 500 (6th Cir. 2003), certiorari denied, 541 U.S. 1068 (2004); ***United States v. Oehler***, 2003 WL 1824967 (D. Minn. Apr. 2, 2003), affirmed, 116 Fed. Appx. 43 (8th Cir. 2004); ***United State v. Eddie Ray Kahn et al.***, No. 1:08-cr-00271-RCL-1 (U.S.D.C. D.C. May 26, 2010). As I understand it, A4V’s guru promoters claim that each person is associated with a secret government bank account which contains millions of dollars. The exact sum varies from guru to guru. The bank account’s number is usually related to some identification number assigned to a person by the state, such as a Social Security Number, a Social Insurance Number, or a birth certificate number. The specific details of that relationship also seem to vary between A4V schemes.

[533] Mr. Meads clearly has attempted to apply an A4V scheme. His in-court explanation of the “corporate identity” registered at birth and its associated funds and income are a reference to this concept. Similarly, a number of the documents Mr. Meads included in his June 19 and 21 materials indicate an A4V strategy, and his cover letter instructed that I order payment of his child support obligations:

> ... thru the Provincial-Registered-Event in the PROVINCAIL BIRTH CERTIFICATE and/or any other government(s) for the Canada Registered Event(s) ... [sic.]

[534] In ***Underworld Services Ltd. v. Money Stop Ltd.***, 2012 ABQB 327 Justice Veit encountered an A4V variation that relied on a special property of a birth certificate. Mr. Meads’ scheme involves both his Social Insurance Number and birth certificate as having special A4V properties.

[535] A4V proponents claim that the government maintain these bank accounts to monetize the state after it abandoned the gold standard. Put another way, the theory, as I understand it, is that people are property of the state that it uses to secure its currency. This is often expressed as some form of ‘slavery’.

[536] OPCA gurus who sell the A4V scheme claim that, with a correct combination of government documents, a person can access their secret bank account and its funds. Mr. Meads’ relies on the following documents to unlock this “account”:

1. the UCC Financing Statement registered in Ohio for a Certificate of Birth;

2. the UCC search of “DENNIS LARRY MEADS, foreign situs cestui qui vie trust”;

3 the government of Alberta Personal Property Registry Verification Statement for “DENNIS LARRY MEADS, foreign situs cestui qui vie trust” that lists as collateral a birth certificate, social insurance number, UCC1 financing statement, a certificate of marriage, an operator’s license, Canadian passport, and what I believe are two court orders; and

4. the “Actual and Constructive Notice” from Dennis-Larry: Meads to the Bank of Canada that “accepts for value” enclosed documents in accordance with the *Uniform Commercial Code* and the *Bank of Canada Act* to charge his “public treasury”, which is identified by his social insurance number, for $100 billion Canadian dollars or the equivalent in silver or gold.

I would describe how these documents have the intended effect, except that the A4V documentary material I have reviewed has never made any sense, so I can only observe the ‘ingredients’ and describe the intended ‘spell effect’.

[537] The exact form of an A4V scheme and associated ‘unlocking spell’ varies from guru to guru, but there are common motifs that indicate an OPCA litigant is attempting to use these processes:

1. any reference to the *UCC*, or any *UCC* filing documents;

2. the language “accept for value” and “return for value”;

3. a claim that a government bank account exists that is linked to a personal identification number;

4. mention of the gold or precious metal standards for money, and the dates those standards were abandoned;

5. a claim by a litigant that they are not a slave; this relates to the idea that the state uses people as collateral;

6. the U.S. "Emancipation Proclamation" of January 1, 1863, and/or the 13th Amendment to the U.S. constitution; and

7. the characteristic "accept for value" stamp or statement written on a bill, court order, or other correspondence.

[538] In Mr. Meads' case, he seems to claim that the Court should make an order to discharge his spousal and child support obligations by payment from the secret A4V government account. As I understood his statements in court, he had already told his wife's Counsel to access his secret bank account, and presumably she too has received many of the documents that Mr. Meads sent to this Court on June 19 and 21st. Mr Meads also asked for the modest award of $100 billion in gold or silver.

[539] When an A4V litigant writes or stamps a notation such as that described above at paras. 213-215, that, according to A4V mythology, transforms a bill or court order into a cheque drawn from the secret account. The OPCA litigant's obligation is gone once the modified document is returned to its source.

[540] This Court has also seen this concept expressed as a mechanism to negate criminal charges or an arrest warrant. For example, I have reviewed documents that say:

> That the commercial offer presented, (WARRANT FOR ARREST) has been accepted for value and endorsed by GORDON MICAHEL SCHILLER and returned to you for settlement and account closure. [sic.]

The litigants then demanded a $1,000,000.00 payment, or that the court:

> ... perform the offset, adjust and close the account and provide the original blue ink WARRANT FOR ARREST to us ...

[541] The entire A4V concept has been reviewed and rejected in ***Underworld Services Ltd. v. Money Stop Ltd.***, 2012 ABQB 327, and ***Mercedes-Benz Financial v. Kovacevic***, [2009] O.J. No. 783 at para. 42, 2009 CanLII 9368 (Ont. Sup. Ct. J.). I do the same.

[542] Courts have awarded special damages against OPCA litigants who advance A4V schemes: ***CIBC v. Marples***, 2008 BCSC 590 at paras. 3, 4, 7.

[543] It is very unfortunate that any person would be so gullible as to believe that free money can be obtained by these theatrics, but nevertheless some, like Mr. Meads, appear unable to resist the temptation of wealth without obligation. One can only hope that in the future OPCA gurus will find A4V less attractive, and their risk-loving customers instead invest in alternative forms of speculation, such as lottery tickets, which provide infinitely better prospects for return.

2. Bill Consumer Purchases

[544] Recently the Ontario Court of Appeal has, in ***Toronto-Dominion Bank v. Di Iorio***, 2011 ONCA 792 a paras. 2-3, rejected what seems to be a new 'money for nothing' scheme, where the applicants claimed that documents called "Bill-Consumer Purchases" would discharge a debt:

> 2 The appellants contend that the motion judge erred by not accepting that the documents they submitted to the respondent, namely, so-called "Bill-Consumer Purchases" were legal tender for their debts.

3 We disagree. The appellants' documents have no commercial value whatsoever. Accordingly, the appellants' debts to T-D Bank remain unpaid.

[545] The trial judgment is not reported, and the Court of Appeal offers little detail on the theoretical basis of this scheme. My assumption is that this concept in some manner relates to the "consumer bills and notes" component of the *Bills of Exchange Act*, R.S.C. 1985, c. B-4, ss. 188-192.

[546] A similar scheme may have been in play in ***Papadopoulos v. Borg***, 2009 ABCA 201. There the court evaluated whether a claim had been proven, when not refuted by affidavit, and concluded that it:

> ... appears to be a distorted view of the Bills of Exchange Act. It is, however, apparent that the documents do not even slightly resemble genuine bills of exchange. Furthermore, signing for the registered mail that contained the documents does not amount to an "acceptance" of any legitimate bill of exchange that might be in the envelope. "Acceptance" in the Bills of Exchange Act is a technical term, and is not the same as acknowledging physical receipt of the envelope.

[547] A scheme of this type warranted elevated costs against the OPCA litigant: ***Ramjohn v. Rudd***, 2007 ABQB 84 at paras. 9-10, 156 A.C.W.S. (3d) 38.

3. Miscellaneous Money for Nothing Schemes

[548] I will briefly review a particularly bizarre 'money for nothing' scheme advanced by Dempsey and described in ***Dempsey v. Envision Credit Union***, 2006 BCSC 750 at paras. 27, 37, 39, 151 A.C.W.S. (3d) 204, ***Dempsey v. Envision Credit Union***, 2006 BCSC 1324 at para. 34, 60 B.C.L.R. (4th) 309, and ***Gravlin et al. v. Canadian Imperial Bank of Commerce et al,*** 2005 BCSC 839, 140 A.C.W.S. (3d) 447. For lack of any better description, Dempsey appeared to claim that the only physical cash, or "hard currency" has value. Therefore, a loan or debt that was a result of a cheque or electronic transaction did not have to be repaid.

[549] For example, in ***Dempsey v. Envision Credit Union***, 2006 BCSC 750, 151 A.C.W.S. (3d) 204, Garson J. at para. 27 explained Dempsey's theory this way:

> In his submissions on the motions, in the actions concerning him, Mr. Dempsey described the "money for nothing" theory. He stated that the banks do not have money. Rather, they create money out of "thin air". He asks, "where did that money come from", he answers "it came from us". He says the plaintiffs create money by signing promissory notes, and as soon as the promissory note is signed the banks deposit money in their own statement of account. The banks do not place hard currency in the hands of the debtors. Mr. Dempsey complains that the banks then charge interest on nothing and that is a criminal rate of interest because interest is charged on nothing. Mr. Dempsey states, "it is not like the old days, when people used to go to the bank and, in the back room, count out dollars, there is no law that allows the banks to create dollars out of thin air."

[550] Unsurprisingly, the British Columbia courts have rejected this "fanciful theory" as "so completely devoid of merit" that litigants should be penalized for launching such actions: ***Dempsey v. Envision Credit Union***, 2006 BCSC 1324 at paras. 34, 46, 60 B.C.L.R. (4th) 309.

F. Legal Effect and Character of OPCA Arguments

1. OPCA Strategies that Deny Court Authority

[551] The majority of OPCA concepts, those other than the 'money for nothing' category, in one sense or another seek to deny court authority.

a. An OPCA Argument that Denies Court Authority Cannot Succeed Due to the Court's Inherent Authority

[552] As I have previously explained, that crucial flaw in the OPCA concepts is a basis to categorically dismiss the majority of OPCA strategies and mechanisms. A court should do so at the first opportunity.

[553] OPCA litigants cannot evade, deny, or re-frame the jurisdiction of the Canadian courts. The judicial system is an independent, free-standing apparatus that neither relies on the state or the individual. This authority serves everyone who has suffered an injury to their rights, including the very OPCA litigants who deny the court's role, when convenient, but who seem so eager to exploit its authority to meet their own ends.

b. An OPCA Argument that Denies Court Authority is Intrinsically Frivolous and Vexatious

[554] As discussed above, many individual OPCA concepts that attack court jurisdiction have been identified and rejected as frivolous and vexatious arguments. For example:

1. litigation based on 'double/split' person schemes: ***Tuck v. Canada***, 2007 TCC 418 at para. 18; ***Hovey Ventures Inc. v. Canada***, 2007 TCC 139 at para. 12, 2007 CCI 139; ***Friesen v. Canada***, 2007 TCC 287 at para. 6, [2007] 5 C.T.C. 2067;

2. tax protest based immunity: ***Jackson v. Canada (Customs and Revenue Agency)***, 2001 SKQB 377 at paras. 18-19, 210 Sask.R. 285; ***Country Plaza Motors Ltd. v. Indian Head (Town)***, 2005 SKQB 442 at paras. 21-22, 272 Sask.R. 198;

3. a foisted unilateral agreement: ***Banilevic v. Canada (Customs and Revenue Agency)***, 2002 SKQB 371 at paras. 12-13, 117 A.C.W.S. (3d) 549;

4. "Moorish Law" concepts: ***Henry v. El***, 2010 ABCA 312 at para. 3, leave refused [2011] S.C.C.A. No. 138;

5. a 'military flag' appeal: ***R. v. J.B.C. Securities Ltd.***, 2003 NBCA 53 at para. 9, 261 N.B.R. (2d) 199; and

6. an 'everything is a contract' argument: ***Sandri v. Canada (Attorney General)***, 2009 CanLII 44282 at paras. 11-14, 179 A.C.W.S. (3d) 811 (Ont. Sup. Ct. J.).

[555] These are simply examples of a more general principle. A pleading is frivolous if its substance indicates bad faith or is factually hopeless: ***Donaldson v. Farrell***, 2011 ABQB 11 at para 20. A frivolous plea is one so palpably bad that the Court needs no real argument to be convinced of that fact: ***Haljan v. Serdahely Estate***, 2008 ABQB 472 at para 21.

[556] My previous review indicates why, globally, any OPCA strategy that denies court authority is intrinsically frivolous and vexatious. These arguments cannot succeed in the face of the inherent jurisdiction of the superior courts of Canada. Any argument or scheme that possesses this characteristic is therefore clearly invalid and cannot be a basis for litigation. Further, the conduct of OPCA litigants and gurus, and their rhetoric, makes very plain that these schemes are advanced with the express purpose of abusing the court's processes.

c. An OPCA Argument that Denies Court Authority May Be Contempt of Court Authority

[557] There is a further implication to the fact that OPCA strategies generally attempt to defeat the intrinsic authority of Canadian superior courts. In my view, when a person advances an OPCA argument, other than a 'money for nothing' scheme, that litigant is potentially in contempt of court. Put another way, an OPCA technique of that kind may meet both the *actus reus* and *mens rea* of the contempt offence.

[558] This conclusion draws from jurisprudence that evaluates the legal effect of a denial of state authority.

i. Denial of Tax Obligation Evades Tax

[559] Several provincial courts of appeal have accepted as a principle that the *mens rea* component for income tax evasion (*Income Tax Act*, s. 239(1)(d)), is *proven* where a person:

1. denies income tax liability on the basis that the Crown has no jurisdiction to tax, or

2. chooses not to pay income tax.

[560] The income tax evasion sanctions provided by *Income Tax Act*, s. 239(1)(e-f), and potentially enhanced under *Income Tax Act*, s. 239(2), represent serious criminal consequences: a fine of up to 200% of the amounts evaded, and imprisonment of up to two years (s. 239(1)(e-f)) or five years (s. 239)(2)).

[561] ***R. v. Klundert*** (2004), 2004 CanLII 21268 (ON CA), 242 D.L.R. (4th) 644, 190 O.A.C. 36 (Ont. C.A.), leave refused [2004] S.C.C.A. No. 463 involved a taxpayer who claimed that income tax had no constitutional basis. The central issue on appeal was whether a defence of honest mistake was possible or instead the intentional refusal to pay tax *proved* an intent to evade paying tax (paras. 43-49). Doherty J.A. noted that intent and ignorance of the law is relevant in certain criminal contexts (para. 54), but that an asserted belief in the unconstitutional character of tax legislation does not indicate a misunderstanding. Rather, it indicates *a conscious intention to disobey*:

> 58. ... Dr. Klundert knew full well that he owed tax imposed by the Act. His mistake did not go to knowledge of his obligation to pay taxes owing under the Act but rather to the government's right to impose that obligation on him. He did not assert that he was doing his best to comply with the law but, through ignorance or mistake, failed to do so. To the contrary, he acknowledged the obligation to pay under the Act and made a considered decision to refuse to pay because of a belief that the law requiring him to pay was invalid. [Emphasis added.]

That refusal established the *mens rea* component of the tax evasion offence, that the taxpayer had *willfully* evaded paying income tax (paras. 62-64).

[562] The Ontario Court of Appeal returned to this issue in ***R. v. Ricci*** (2004), 2004 CanLII 33347 (ON CA), 190 O.A.C. 375, [2005] 1 C.T.C. 40 (Ont. C.A.), leave refused [2004] S.C.C.A. No. 551, and evaluated a taxpayer who advanced the relatively common OPCA argument that the taxpayer was not a person but "... a "natural person of commoner status" and not subject to payment of income tax." (para. 4). The taxpayer argued he was not guilty of tax evasion, as that was his honest belief (para. 5). Following ***R. v. Klundert*** the court concluded the taxpayer was guilty of tax evasion:

> 6 The trial judge concluded that the appellant intentionally disregarded his obligations under the Act thereby finding that the requisite mens rea for the offence had been made out. In our opinion it was open to him to do so. R. v. Klundert, 2004 CanLII 21268 (ON CA), [2004] O.J. No. 3515, made it clear that a person is not exempt from paying taxes based on his political, religious, philosophical or moral beliefs. ... [Emphasis added.]

[563] In ***R. v. Kennedy***, 2004 BCCA 638 at para. 14, 207 B.C.A.C. 102, leave refused [2006] S.C.C.A. No. 15, Hall J.A. determined that the appellant's guilt was proven by his choice to file inaccurate income tax returns "... because of his belief that the *Income Tax Act* was constitutionally invalid ..." and concluded:

> ... In my opinion, Klinger P.C.J. correctly held that the appellant was required to disclose that income tax in his return regardless of any belief he may have had as to the constitutional right of the federal government to levy or collect income taxes. Having reached this conclusion about the appellant's duty to report income, it seems to me that the trial judge was bound to find the appellant guilty on count 3 in the Information. No additional mental element was required ... [Emphasis added.]

While the ***R. v. Kennedy*** cases does not explain the rationale for the litigant's belief, the full style of cause of his Supreme Court of Canada leave for appeal application, "***Robert-Victor-MacPherson: Kennedy v. Her Majesty the Queen (B.C.)***", is highly suggestive.

[564] The Alberta Court of Appeal has cited ***R. v. Klundert*** in ***R. v. Breakell***, 2009 ABCA 173 at para. 17, 454 A.R. 205 though not specifically for the '*mens rea*' rule.

ii. Denial of Firearms Restrictions Proves Intent for Illegal Possession

[565] Similarly, the Ontario Court of Appeal in ***R. v. Montague***, 2010 ONCA 141 at paras. 39-41, 260 O.A.C. 12 applied the ***R. v. Klundert*** presumption in a separate criminal context, regulation of firearms. The appellant was a person who had been found with weapons and ammunition stored in a hidden room: "It is fair to say that the

quantity and nature of the seized arsenal of weapons and associated items may have been sufficient for a small-scale insurrection." (para. 3).

[566] The court concluded it was unnecessary in this circumstance to have a jury consider whether the gun collector had intended his unlawful conduct:

> 40 In this case, it is apparent from his own evidence that Mr. Montague was not trying to obey the law; instead, in protest against various firearms laws and regulations with which he disagreed, he was choosing which laws he thought should be obeyed. In sum, he knowingly disobeyed the current law. In these circumstances, the defences of honest but mistaken belief and colour of right have no application. [Emphasis added.]

iii. Denial of Court Authority May Prove the Intent to Engage in Contempt of Court

[567] A general principle emerges from these cases where a person denies application of law on the basis that it is contrary to the person's "political, religious, philosophical or moral beliefs". Denial that a law applies is proof that the person has *intended* to disobey the law. One such possible expression of "political, religious, philosophical or moral beliefs" is a statement that the state or the courts have no authority over a person.

[568] I have reviewed, in my discussion of the inherent authority of superior courts, why everyone who is in Canada is subject to Canadian law and the Canadian courts. Further, this is a simple fact known by all, an element of the most basic levels of education, and a cornerstone of the operation of an ordered society. As Chief Justice Lamer indicated in ***Ref re Remuneration of Judges of the Prov. Court of P.E.I.; Ref re Independence and Impartiality of Judges of the Prov. Court of P.E.I.***, 1997 CanLII 317 (SCC), [1997] 3 S.C.R. 3 at para. 108, 150 D.L.R. (4th) 577, the independent but overarching operation of Canadian courts is "definitional to the Canadian understanding of constitutionalism".

[569] If so, then it is possible that *simply advancing* many OPCA concepts arguments may *prove* an intention to disobey and ignore the courts and the law. Reduced to their simplest form, many, if not most, OPCA arguments and concepts resolve to a simple claim: "I am not subject to control or sanction by any court or government."

[570] I have previously concluded that an OPCA concept that denies the jurisdiction of the court is vexatious in character and a basis to immediately strike out arguments, applications, and litigation. That also may be a basis to find a person in contempt of court.

[571] The long-established contempt of court authority exists to ensure a court can uphold its dignity and process. Justice McLachlin (as she then was) in ***United Nurses of Alberta v. Alberta (Attorney General)***, 1992 CanLII 99 (SCC), [1992] 1 S.C.R. 901 at 931-933, 89 D.L.R. (4th) 609 observed that "[t]he rule of law is directly dependent on the ability of the courts to enforce their process and maintain their dignity and respect."

[572] She continued to identify the kinds of misconduct that constitute the more serious form of contempt, criminal contempt of court:

> ... A person who simply breaches a court order, for example by failing to abide by visiting hours stipulated in a child custody order, is viewed as having committed civil contempt. However, when the element of public defiance of the court's process in a way calculated to lessen societal respect for the courts is added to the breach, it becomes criminal. ...
>
> ... The gravamen of the offence is rather the open, continuous and flagrant violation of a court order without regard for the effect that may have on the respect accorded to edicts of the court.
>
> ... To establish criminal contempt the Crown must prove that the accused defied or disobeyed a court order in a public way (the actus reus), with intent, knowledge or recklessness as to the fact that the public disobedience will tend to depreciate the authority of the court (the mens rea). The Crown must prove these elements beyond a reasonable doubt. As in other criminal offences, however, the necessary mens rea may be inferred from the circumstances. An open and public defiance of a court order will tend to depreciate the authority of the court. Therefore when it is clear the accused must have known his or her act of defiance will be public, it may be inferred that he or she was at least reckless as to whether the authority of the court would be brought into contempt. [Emphasis added.]

[573] Any hearing before a court, with some specific exceptions, is open and public. The intended purpose of OPCA strategies and the stereotypical forms of OPCA litigant in-court activity generally appear intended to both reduce public respect for and defeat court authority. Therefore, advancing an OPCA strategy, concept, or mechanism that denies court authority in Court may, by definition, meet the *actus reus* and *mens rea* elements of criminal contempt of court.

[574] As noted above, Justice McLachlin at 931 emphasizes that defiance of court authority in a non-public context is a basis for a finding of civil contempt. She offers, as an example:

> A person who simply breaches a court order, for example by failing to abide by visiting hours stipulated in a child custody order, is viewed as having committed civil contempt.

What is crucial is the *intention* that the defiant act be public, rather than that it happens for some reason to become the subject of public attention.

[575] In my view, advancing OPCA strategies outside the courtroom may in certain instances qualify as civil contempt.

[576] ***Mercedes-Benz Financial v. Kovacevic***, [2009] O.J. No. 783, 2009 CanLII 9368 and ***Mercedes-Benz Financial v. Kovacevic*** (2009), 2009 CanLII 9423 (ON SC), 308 D.L.R. (4th) 562, 74 C.P.C. (6th) 326 (Ont. Sup. Ct. J.) provide an example of an OPCA litigant being found guilty of contempt of court for ignoring a court order and advancing a range of 'immunity', 'double/split person' and A4V techniques.

[577] As previously explored in relation to the intrinsic jurisdiction of the courts, when a person says they are in the *wrong* court then that could be a legitimate argument, however the argument that *no* court has jurisdiction over a person is vexatious and may be in contempt of (some) court.

[578] However, in the final analysis, the limits of the application of the contempt of court principles are best explored in a proceeding where an OPCA litigant is alleged to engage in contempt of court by some form of OPCA conduct.

iv. Other Government Authorities

[579] It occurs to me that the approach to denial of state legislative authority taken in ***R. v. Klundert***, ***R. v. Ricci***, ***R. v. Kennedy***, and ***R. v. Montague*** could potentially also apply to government authority outside the income tax and firearms contexts.

[580] For example, a court may conclude an OPCA litigant who argues that no government has the authority to restrict or legislate use of automobiles advances a vexatious argument, unless the litigant frames that argument in a constitutional context. That denial of state authority would presumably prove the intent to engage in unlawful conduct.

[581] As the facts of this case do not relate to that kind of situation, I will leave exploration of that possibility to another proceeding. Nevertheless, I think it is important that OPCA litigants, including Mr. Meads, be aware of this possible consequence to their common practice of denying state authority.

2. Other OPCA Strategies

[582] The 'money for nothing' category of OPCA litigation strategies is not *inherently* frivolous and vexatious. That said, Canadian courts have consistently rejected the validity of these schemes, and identified these concepts as an inappropriate basis for litigation. Litigants and involved gurus who advance 'money for nothing' schemes have attracted elevated and special costs awards: ***Dempsey v. Envision Credit Union*****,** 2006 BCSC 1324 at paras. 34, 46, 60 B.C.L.R. (4th) 309; ***CIBC v. Marples***, 2008 BCSC 590 at paras. 3, 4, 7; ***Ramjohn v. Rudd***, 2007 ABQB 84 at paras. 9-10, 156 A.C.W.S. (3d) 38.

[583] Mr. Meads has advanced a 'money for nothing' scheme, the A4V technique. I have previously concluded that it has no effect in law. A4V is a fiction that OPCA litigants use to defeat valid fiscal obligations.

[584] Further, I conclude that any litigation or defence based on the pseudolegal A4V concept is inherently frivolous and vexatious. That favours full indemnification of a person who faces an A4V strategy, and punitive and aggravated damages where the A4V strategy is advanced outside a litigation context.

[585] I see no reason why other OPCA 'money for nothing' schemes will not be evaluated in an analogous manner, but leave that issue to future proceedings.

3. Responses to OPCA Strategies

[586] Canadian courts have adopted a variety and range of responses to OPCA litigants and litigation. Any judge who faces OPCA litigation should consider deployment of all tools in this arsenal, and others that may be developed for this difficult litigant category.

a. Strike Actions, Motions, and Defences

[587] A court may strike claims or dismiss an action where the judge concludes that a commencement document or pleading is frivolous, irrelevant or improper (*Rule* 3.68(2)(c)), or an abuse of process (*Rule* 3.68(2)(d)).

[588] There is also a well established common-law authority that a court's inherent jurisdiction may be applied to control its own process and prevent abuse: ***Canam Enterprises Inc v. Coles***, (2000), 2000 CanLII 8514 (ON CA), 51 O.R. (3d) 481 (Ont. C.A.) at paras 55 56, affirmed, 2002 SCC 63, [2002] 3 S.C.R. 307; ***McMeekin v. Alberta (Attorney General)***, 2012 ABQB 144 at para. 14.

[589] This is a common response by courts to OPCA litigation. Examples where an action or defence was struck on that basis include: ***Jabez Financial Services Inc. (Receiver of) v. Sponagle***, 2008 NSSC 112 at para. 19, 264 N.S.R. (2d) 224; ***Tuck v. Canada***, 2007 TCC 418 at para. 18; ***Hovey Ventures Inc. v. Canada***, 2007 TCC 139 at para. 12, 2007 CCI 139; ***Friesen v. Canada***, 2007 TCC 287 at para. 6, [2007] 5 C.T.C. 2067; ***Dempsey v. Envision Credit Union,*** 2006 BCSC 750, 151 A.C.W.S. (3d) 204; ***National Leasing Group Inc. v. Top West Ventures Ltd.***, 2001 BCSC 111 at para. 9, 102 A.C.W.S. (3d) 303; ***Borkovic v. Laurentian Bank of Canada***, 2001 BCSC 337 at para. 23, 103 A.C.W.S. (3d) 700.

[590] Alternatively, when faced with truly baffling OPCA materials, a court may take the approach applied in ***Kisikawpimootewin v. Canada***, 2004 FC 1426 at para. 9, 134 A.C.W.S. (3d) 396 and strike a proceeding based on incomprehensible arguments and allegations, where the defendant is "left both embarrassed and unable to defend itself" and the court faces "a proceeding so ill-defined that it is unable to discern an argument, or identify any specific material facts."

b. Punitive Damages

[591] Where specifically sought by the party opposing an OPCA litigant, punitive damages may be appropriate where a litigant advances an OPCA scheme, concept, or strategy. An award of this kind would relate to pre-trial misconduct (***Polar Ice Express Inc. v. Arctic Glacier Inc***., 2009 ABCA 20 at para. 21, 446 A.R. 295), such as a demand for payment or a lien filed on the basis of a foisted unilateral agreement.

[592] The test for misconduct of this kind was recently restated by the Supreme Court of Canada in ***Richard v. Time Inc.***, 2012 SCC 8 at para. 149, 342 D.L.R. (4th) 1:

> At common law, punitive damages can be awarded in any civil suit in which the plaintiff proves that the defendant's conduct was "malicious, oppressive and high handed [such] that it offends the court's sense of decency" ... The requirement that the plaintiff demonstrate misconduct that represents a marked departure from ordinary standards of decency ensures that punitive damages will be awarded only in exceptional cases ... [Citations omitted.]

See also ***Hill v. Church of Scientology of Toronto***, 1995 CanLII 59 (SCC), [1995] 2 S.C.R. 1130 at para. 196, 126 D.L.R. (4th) 129; ***Whiten v. Pilot Insurance Co.***, 2002 SCC 18 at para. 136, [2002] 1 S.C.R. 595.

[593] It appears to me that asserting an OPCA scheme, particularly one that has been identified and dismissed as ineffective, can attract punitive damages, where specifically sought by the party opposing the OPCA litigant. The manner in which 'fee schedules' and other foisted unilateral agreements are used seem to make that strategy a particularly appropriate target. These documents have no basis in law, reverse the burden of evidence, and typically

involve grotesque and unwarranted ‘fines’. To quote Justice Brown, in ***MBNA Canada Bank v. Luciani***, 2011 ONSC 6347 at para. 3, these are “[a] good old-fashioned shake-down!” Extortion deserves a punitive response.

c. Elevated Costs

[594] Presumptively, an unsuccessful litigant is expected to pay the opposing parties an amount to offset the legal cost of a proceeding, hearing, or application: *Rule* 10.29(1). One potential exception to that is where an issue is novel, and therefore the court should take the exceptional step of not ordering costs, see ***Grant v. Grant***, 2010 ABQB 735 at paras. 9-17, 1 R.F.L. (7th) 203 for a helpful review of the novelty criteria. Though many OPCA concepts and arguments certainly are unusual, I am not aware any case where costs obligations against an OPCA litigant were waived on the basis they are “novel”. Instead, the opposite has occurred.

[595] Perhaps unsurprisingly, OPCA litigation has historically led to elevated cost awards. Examples that are reported include:

1. double costs: ***Banilevic v. Canada (Customs and Revenue Agency)***, 2002 SKQB 371 at paras. 12-13, 117 A.C.W.S. (3d) 549; ***Ellis v. Canada (Office of the Prime Minister)***, 2001 SKQB 378 at para. 29, 210 Sask.R. 138;

2. special costs: ***Dempsey v. Envision Credit Union***, 2006 BCSC 1324 at paras. 46, 48, 60 B.C.L.R. (4th) 309; ***CIBC v. Marples***, 2008 BCSC 590 at paras. 3, 4, 7; and

3. substantial or full indemnification: ***Williams v. Johnston***, [2008] O.J. No. 4853 (QL) at para. 15, 2008 CanLII 63194 (Ont. S.C.), affirmed 2009 ONCA 335, 176 A.C.W.S. (3d) 609, leave denied [2009] S.C.C.A. No. 266; ***MBNA Canada Bank v. Luciani***, 2011 ONSC 6347 at paras. 3, 17.

[596] A cost award that indemnifies an innocent party has merit where that person faces OPCA litigation, at least for the portions of an action that relates to an OPCA concept, argument, or strategy. Frequently that may be either on a full indemnity, solicitor and own client basis, or an elevated solicitor and client costs award. Moen J. has recently reviewed the criteria for elevated cost awards of this kind in ***Brown v. Silvera***, 2010 ABQB 224 at paras. 29-35, 488 A.R. 22.

[597] Some of the identified criteria for an award of those kinds include:

- solicitor and client costs are awarded where the conduct of a party has been ‘reprehensible, scandalous or outrageous’: ***Walsh v. Mobil Oil Canada***, 2008 ABCA 268 at para. 112, 440 A.R. 199; ***Hamilton v. Open Window Bakery Ltd.***, 2004 SCC 9 at para. 26, [2004] 1 S.C.R. 303; ***Young v. Young***, 1993 CanLII 34 (SCC), [1993] 4 S.C.R. 3 at 134, 108 D.L.R. (4th) 193;

- solicitor and client costs might suffice to satisfy the objectives of deterrence and punishment that would otherwise be served by a punitive damage award: ***Colborne Capital Corp. v. 542775 Alberta Ltd.***, 1999 ABCA 14 at para. 294, 228 A.R. 201; ***College of Physicians & Surgeons***, 2009 ABQB 48 at paras. 4-23, 468 A.R. 101;

- misconduct during the litigation can surely be found if there is no reasonable basis on which to commence, or continue, litigation: ***College of Physicians & Surgeons***, at para. 33;

- a proceeding that was based on groundless allegations and was a type of conduct that should be discouraged: ***College of Physicians & Surgeons***, at para. 33;

- justice can only be done by a complete indemnification for costs: ***Foulis v. Robinson*** (1978), 1978 CanLII 1307 (ON CA), 21 O.R. (2d) 769, 92 D.L.R. (3d) 134 (Ont. C.A.);

- there is evidence that the plaintiff did something to hinder, delay or confuse the litigation, where there was no serious issue of fact or law which required these lengthy, expensive proceedings, where the positively misconducting party was “contemptuous” of the aggrieved party in forcing that aggrieved party to exhaust legal proceedings to obtain that which was obviously his: ***Max Sonnenberg Inc. v. Stewart, Smith (Canada) Ltd.***, 1986 CanLII 1771 (AB QB), 48 Alta. L.R. (2d) 367, [1987] 2 W.W.R. 75 (Alta. Q.B.);

- an attempt to deceive the court and defeat justice, an attempt to delay, deceive and defeat justice: ***Olson v. New Home Certification Program of Alberta*** (1986), 1986 CanLII 1640 (AB QB), 69 A.R. 356, 44 Alta. L.R. (2d) 207 (Alta. Q.B.);

- where the defendants were guilty of positive misconduct, where others should be deterred from like conduct and the defendants should be penalized beyond the ordinary order of costs: ***Dusik v. Newton*** (1984), 1984 CanLII 690 (BC SC), 51 B.C.L.R. 217, 24 A.C.W.S. (2d) 465 (B.C.S.C.), varied on other grounds 1985 CanLII 406 (BC CA), 62 B.C.L.R. 1, 31 A.C.W.S. (2d) 199 (B.C.C.A.);

- an attempt to delay or hinder proceedings, an attempt to deceive or defeat justice, fraud or untrue or scandalous charges: ***Pharand Ski Corp. v. Alberta*** (1991), 1991 CanLII 5931 (AB QB), 122 A.R. 81, 122 A.R. 395 (Alta. Q.B.); and

- the positive misconduct of the party which gives rise to the action is so blatant and is calculated to deliberately harm the other party, then despite the technically proper conduct of the legal proceedings, the very fact that the action must be brought by the injured party to gain what was rightfully his in the face of an unreasonable denial: ***Jackson v. Trimac Industries Ltd.*** (1993), 1993 CanLII 7031 (AB QB), 138 A.R. 161 at para. 32, 8 Alta. L.R. (3d) 403 (Alta. Q.B.), affirmed on costs, 1994 ABCA 199 (CanLII), 155 A.R. 42, 20 Alta. L.R. (3d) 117 (Alta. C.A.) (but see ***Polar Ice Express Inc. v. Arctic Glacier Inc***., 2009 ABCA 20 at para. 21, 446 A.R. 295).

[598] Many, if not most, of these characteristics emerge in a typical proceeding that involves OPCA concepts and litigants. The character of that misconduct is further aggravated by the fact that OPCA litigants enter into the courts wielding tools that they anticipate will disrupt, if not break, the system, and thereby defeat genuine legal rights.

[599] I note that increased costs, such as special costs or double costs, were awarded by courts which had a more limited appreciation of the OPCA movement, its members, and strategies. With our present understanding of this vexatious litigation phenomenon, a strong deterrent response is appropriate. Similarly, the courts have an obligation to help shield those who are targeted in this manner.

[600] Courts have made gurus liable for costs where a guru participates and instigates litigation of this kind: ***Dempsey v. Envision Credit Union*****,** 2006 BCSC 1324 at paras. 46, 48, 60 B.C.L.R. (4th) 309, see also ***Jackson v. Canada (Customs and Revenue Agency)***, 2001 SKQB 377 at para. 40, 210 Sask.R. 285. I think that is a reasonable response to the participation of these highly disruptive and manipulative persons.

d. Order Security for Costs

[601] I am not aware of any OPCA litigation where the target of the OPCA strategy has applied for payment into court of security for costs (*Rule* 4.22). That said, it seems to me that litigation, a defence, or an application, that flows from a known OPCA strategy, might favour an order of that kind. OPCA strategies that are proven as invalid means the merits of an OPCA litigation are poor: *Rule,* 4.22(c). Second, OPCA litigants stereotypically deny any obligation to pay state and court obligations, which would make enforcement of a costs award difficult: *Rule*, 4.22(a).

[602] Last, there is the fact these OPCA litigants usually say they stand outside the court's authority. That alone is a strong factor that may favour a security for costs order (*Rule*, 4.22(e)), as that certainly does not favour a reasonable confidence that in this instance the OPCA litigant will acknowledge and discharge his or her cost liability.

e. Fines

[603] *Rule* 10.49(1) authorizes a judge to order "a party, lawyer or other person" [emphasis added] pay the court clerk a penalty where a person:

(a) fails to comply with these rules or a practice note or direction of the Court without adequate excuse, and

(b) the contravention or failure to comply, in the Court's opinion, has interfered with or may interfere with the proper or efficient administration of justice.

[604] At the present date there do not seem to be any reported judgments that apply *Rule* 10.49(1). A number of decisions report on application of its precursor, *Alberta Rules of Court*, Alta Reg 390/1968, s. 599.1, for instances where misconduct had led to delay and unnecessary steps (***Pollock v. Liberty Technical Services Ltd.*** (1997), 1997 CanLII 14782 (AB QB), 50 Alta. L.R. (3d) 335, 71 A.C.W.S. (3d) 20 (Alta. Q.B.)) and as a mechanism to pay for expenditures that were otherwise beyond recovery (***A.S. v. N.L.H.***, 2006 ABQB 708, 405 A.R. 35).

[605] This *Rule* provides a potentially very helpful mechanism to address OPCA litigant and guru misconduct. Further, any fine issued under this *Rule* does not affect the substance of a dispute, thus respecting any genuine legal rights and issues that an OPCA litigant may possess.

[606] Practically any OPCA document fails to comply with the formal and content requirements of the *Rules*. Those criteria may be developed further by specific court procedures. Similarly, in-court OPCA litigant behaviour often ignores judicial direction. Most OPCA strategies are intentionally disruptive, or at least have that effect, meeting the second penalty criterion of *Rule* 10.49. OPCA arguments and concepts are generally frivolous, spurious, and vexatious, and therefore employment of these would "interfere with ... the proper or efficient administration of justice."

[607] If so, this Court has a very flexible tool that may be applied to penalize persons who advance OPCA methods. Notably, this *Rule* allows a judge to target 'other persons', such as the third-parties who sometimes claim to 'represent' or act as an 'agent' for a OPCA litigant, or an OPCA litigant employing a 'double/split person' strategy who refuses to identify themself.

f. One Judge Remaining on a File

[608] OPCA litigation is often associated with complex and unorthodox court documentation, correspondence, irregular litigation procedures, and a difficult history, both inside and outside the courtroom. A lay person, lawyer, or judge who confronts one of these files for the first time will probably require significant time and effort to become familiar with the materials and events to date.

[609] That fact is compounded by the potentially very uncooperative nature of OPCA litigants, particularly those who are attempting to apply 'everything is a contract' and 'dual/split person' schemes. In that sense, OPCA litigation has many of the characteristics of high conflict family disputes.

[610] As a consequence, it makes sense that a single judge should usually supervise a court proceeding in which OPCA activities have emerged, and that action is an ongoing process. This may be achieved by having a judge seize themselves of the matter, or a more formal process such as assigning a case management judge - in our Court, the former converts into the latter.

[611] This has a further advantage in that the judge then will have a direct opportunity to observe the activity and development of in-court OPCA litigant strategies and conduct. Whether an ongoing relationship with a supervising judge is a better way to establish a meaningful dialogue with these difficult litigants is not, at present, clear. Time will tell.

4. Responses to OPCA Litigants and Gurus

a. Vexatious Litigant Status

[612] The vexatious character of OPCA litigation may be a basis for an application under *Judicature Act*, R.S.A. 2000, c. J-2, s. 23.1(1) that a litigant be restricted in their authority to initiate or continue an action.

[613] Vexatious litigant declarations of this kind are reported for OPCA gurus Lindsay (***British Columbia (Attorney General) v. Lindsay***, 2007 BCCA 165, 238 B.C.A.C. 254, leave refused [2007] S.C.C.A. No. 359; ***Manitoba (Attorney General) v. Lindsay***, 2000 MBCA 11, 145 Man.R. (2d) 187) and Dempsey (***Dempsey v. Casey***, 2004 BCCA 395 at paras. 36-38, 132 A.C.W.S. (3d) 833), and Edmonton area Moorish Law OPCA litigant Henry (***Henry v. El***, 2010 ABCA 312 at para. 3, leave refused [2011] S.C.C.A. No. 138).

b. Deny Status as a Representative

[614] For reasons that I suspect are made obvious by these Reasons, there is good basis for a court to deny persons in the OPCA movement, particularly gurus, from acting as representatives or agents, in court. Moreover, such representation is contrary to the *Legal Profession Act*, R.S.A. 2000, c. L-8, s. 106(1).

[615] Even where otherwise not prohibited by law (as it is in Alberta), I have identified a number of decisions where agency has been denied, and those courts have offered very useful bases for their action. In ***Gravlin et al. v. Canadian Imperial Bank of Commerce et al***, 2005 BCSC 839 at para. 71, 140 A.C.W.S. (3d) 447, Justice Garson concluded that any agent who claims to not be subject to the rule of law is unfit to represent a client in court. The late Justice Nash in ***R. v. Main***, 2000 ABQB 56 at para. 36, 259 A.R. 163 observed that an advocate who "... has demonstrated an intention not to be bound by rules and governing procedures in court ..." should not be permitted to represent a litigant. I agree with both of these principles.

[616] Similarly, the fact that a person is a known OPCA litigant was a basis to deny that litigant agent status: ***Hill v. Hill***, 2008 SKQB 11 at paras. 29-30, 306 Sask.R. 259, see also ***R. v. Romanowicz*** (1999), 1999 CanLII 1315 (ON CA), 45 O.R. (3d) 506, 178 D.L.R. (4th) 466 for commentary on "disreputable or incompetent" representatives.

[617] In ***R. v. Martin***, 2012 NSPC 73, Judge Atwood at para. 6 describes how an OPCA movement member was so ineffectual as a representative that he was denied agent status:

> ... This agent, who identified himself as "Patrick", known alternatively as "Ellis", stated clearly that he recognized the King James Bible as the only source of law, and embarked on a lengthy inquiry of the Court as to the source of its authority, raising the significance of portraiture of the Sovereign over the bench. As this agent kept getting bogged down in questions and issues that were not properly before the Court, I concluded and ordered that he not be permitted to act as agent.

I agree that Judge Atwood acted properly to deny representation by this agent once his nature had become apparent. That said, I do not believe it is necessary to defer denial of status so as to test effectiveness where the proposed representative has a known or obvious OPCA affiliation.

[618] I note that in ***R. v. L'Espinay***, 2005 BCPC 662 at paras. 45-53, affirmed 2008 BCCA 20 at paras. 3-7, 228 C.C.C. (3d) 129, leave denied [2011] S.C.C.A. No. 494, the court did not limit itself to observed misconduct, but concluded that a person's out-of-court statements, such as a webpage, were a fair basis to evaluate whether that person was an appropriate agent for a party. I agree that kind of evidence is appropriate to test whether or not a person with OPCA affiliations is an appropriate in-court litigation representative, assuming legal prerequisites are otherwise met.

5. Conclusion - Responses to OPCA Litigation and Litigants

[619] The objectives and mindset of the typical OPCA litigant presents a challenge to the courts. One should never lose sight of the possibility that a genuine legal issue may lurk, somewhere, behind strange courtroom conduct, and peculiar documentation. However, that is no basis to allow a disruptive and malicious litigant to run rough-shod over innocent parties and proper judicial and court procedures.

[620] With that in mind, perhaps the best perspective is that a judge carry both carrot and stick. It has been this Court's experience that a firm notice that certain kinds of conduct will not be tolerated sometimes produces the desired result. On other occasions, only active countermeasures and sanctions will bring this kind of litigation under control.

[621] Existing court responses provide a range of response. How that will be tailored will, no doubt, be the subject of considerable future analysis and commentary.

VII. Review

[622] Mr. Meads has advanced a remarkable cross-section of the litigation strategies and arguments typical of the OPCA movement. All are invalid. I note with interest that Canadian courts have previously issued written decisions on every last approach Mr. Meads has employed, with perhaps one exception: I have not encountered a

litigant or a reported case which involves the ‘double outside colon’ or ‘triple outside colon / double inside colon’ variations of the ‘dash-colon’ magical name format. To be explicit, adding one or two additional pair of colons outside or inside one’s name has no legal effect. I do not find, but strongly suspect, that even more colons, within or without a name, will similarly be rejected by Canadian courts as an operational and effective ‘magic hat’.

[623] My observation that Mr. Meads has not brought any novel concepts to the court indicates the legal and intellectual bankruptcy of the OPCA movement. At this point they have exhausted their schemes and now simply employ variations on prior strategies that have been rejected following careful and exhaustive judicial review.

[624] In that sense the debate on the validity of OPCA concepts, such as there ever was, is over. The provincial and federal courts of appeal have uniformly upheld trial decisions to reject OPCA concepts. By my count at least nine of these cases sought leave to appeal from the Supreme Court of Canada. None were granted. Legally, there is no dispute or issue outstanding.

[625] As such, these arguments and concepts should be disposed of in as direct a manner as possible that:

1. protects the rights of those persons and entities who are the target of OPCA schemes and harassment by OPCA litigants;

2. minimizes misuse and waste of court and state resources; and

3. sends a clear message that these schemes do not work, and that the misuse of court procedures and processes in this manner will not be tolerated.

[626] I have previously discussed the potentially appropriate civil responses to arguments of this kind. What remains is to determine suitable penalties for those persons who sell and promote OPCA schemes, and for their customers who, perhaps naively, employ those instructions, techniques, and materials. I believe that question is better fully explored in a relevant factual context.

[627] Nevertheless, I have some general guidelines, suggestions, and comments.

A. Judiciary

[628] OPCA litigants are typically self-represented, and that means they are owed the ***R. v. Phillips***, 2003 ABCA 4, 320 A.R. 172, affirmed *en toto*, 2003 SCC 57, [2003] 2 S.C.R. 623, duty that a judge act to ensure the OPCA litigant’s right to a fair proceeding is preserved by guiding the litigant through the trial process. The Alberta Court of Appeal in ***Cold Lake First Nations v. Alberta (Minister of Tourism, Parks and Recreation)***, 2012 ABCA 36 at para. 24 described that obligation as a judge has “... a special duty to provide limited assistance to unrepresented parties ...”. At para. 25 the scope of that obligation is reviewed:

> The extent of this duty depends on the totality of the circumstances, including the seriousness of the offence, the defences raised, and the sophistication of the unrepresented party ... The judge's advice must be interactive, appropriate to the unrepresented party and to the surrounding circumstances of the case ... Just how far a judge should go in guiding an unrepresented party is a matter of judicial discretion ... [Citations omitted.]

[629] That is clearly a contextual response. In OPCA litigation, that duty occurs in the face of vexatious litigation and procedural strategies that are designed to disrupt court operation and impede the exercise of legal rights. OPCA litigants have chosen to implement strategies that they have been told will, at a minimum, paralyze court operation, if not break it. That means OPCA litigants have, first and foremost, decided to adopt vexatious litigation strategies. These OPCA litigants claim (wrongly) to be outside court jurisdiction - the rules do not apply to them.

[630] In ***McMeekin v. Alberta (Attorney General)***, 2012 ABQB 456 at para. 201, Justice Shelley commented on the obligation of a court when faced by a litigant who purposefully ignored court procedure and rules, engaged in repeated, abusive, and vexatious litigation, and challenged court independence and authority:

> I do not pretend to fully understand why Mr. McMeekin persists in this manner, but I have no doubt that he knows very well that he is ignoring court procedure, court etiquette, and advancing spurious,

> exaggerated claims. That is not tolerable. Mr. McMeekin has no right to force on an ever expanding cast of Defendants in this matter the cost and time commitments necessary to respond to his allegations and abuse of court processes.

[631] I believe that a key element of an appropriate and successful response to OPCA litigation is that these proceedings be segregated, where possible, to minimize their effect on the innocent other parties involved. The suggested novel and conventional OPCA-specific court procedures (judicial review of suspect documents, show cause hearings, court security procedures, contempt, security for costs, elevated costs and damages, declaration of vexatious litigant status) may be a starting point for that objective. A second aspect is that innocent parties be indemnified for the legal costs associated with OPCA litigation. No, or little, cost should flow to a litigant who is abused by OPCA strategies.

[632] The countervailing factor is that the courts should watch carefully for genuine arguments masked inside OPCA litigation. However, since the purpose of pleadings is for a party to identify its case for the benefit of the court and the opposing parties (***Waquan v. Canada***, 2002 ABCA 110 at para. 85, 303 A.R. 43; ***Madill v. Alexander Consulting Grp.*** (1999) 1999 ABCA 231 (CanLII), 237 A.R. 307, 71 Alta. L.R. (3d) 50 (Alta. C.A.)), that means that it is not the court's job to engage in an archaeological survey, piecing together fragments of potential issues. A 'show cause' hearing is therefore a potentially appropriate tool for this objective, where the OPCA litigant is invited to demonstrate that he or she has a case.

[633] Another alternative, albeit compounded by funding challenges, is to appoint an *amicus curiae*, as occurred in ***R. v. Martin***, 2012 NSPC 73 at para. 5. In that case the appointment was

> ... not to represent [the Detaxer], but to assist the Court in ensuring that evidentiary, admissibility, Charter, general and specific defence issues, as well as other arguments that would promote the fair trial of Mr. Martin's charges might be raised in Court at appropriate times. ...

[634] OPCA litigants and litigation may involve significant frustration. OPCA litigants are often instructed to follow scripts that implement strategies such as the 'double/split person' or 'everything is a contract' concepts which require the OPCA litigant act in an inscrutable, if not defiant manner. There are no obvious solutions for that kind of conduct, other than a firm indication that these strategies have no legal meaning.

[635] That challenge is not assisted by guru indoctrination that court and state actors are parts of an oppressive, malignant entity, or at a minimum willing supporting characters of a dark, concealed design. Given that, to say that the typical OPCA litigant appears to be 'tightly wound' is an understatement.

[636] It is my hope that these Reasons will provide a foundation for court response, but also act to educate potential OPCA litigants. It may be helpful to refer persons who appear to have adopted OPCA concepts to these Reasons. If nothing else, the parade of failures will refute OPCA gurus' all too frequent claims that the techniques they sell are universally effective.

[637] Other potentially useful steps include:

1. an explanation of court costs, and the court's contempt authority,

2 refusal to permit any non-lawyer representation (*Legal Profession Act*, s. 106(1)), and

3. dismissing any application, action or defence where a litigant refuses to identify themselves, or identifies themselves via cryptic double/split person language, what Justice Midwinter called a "song and dance routine".

[638] The first point deserves some elaboration. It has been this Court's experience that OPCA gurus do not educate their customers on the purpose and operation of court cost awards. An OPCA litigant may perceive explanation of this mechanism as a threat, but this explanation is a crucial aspect in the "limited duty" a judge owes to these self-represented litigants. OPCA litigants seem to often believe there are no potential negative consequences to their adopting OPCA techniques and strategies. Evidence to the contrary is a challenge to that indoctrination.

[639] Another mechanism to curb OPCA litigant misconduct is *Rule* 10.49(1). That too provides a tangible measured response, but preserves potentially enforceable legal rights.

[640] My previous practice has been to simply reject OPCA materials. With this Court's new approach to OPCA litigation those materials become a foundation for a variety of court responses (costs awards, vexatious litigation and litigant status, contempt, and criminal offences), and are generally only relevant for those purposes. Of course, it is necessary to make very clear to OPCA litigants that is the sole effect of these documents.

[641] Any OPCA litigation will be a challenge. However, time and experience will allow the development of efficient court responses to these litigants. The first key is to know who they are, and why they act as they do. Canadian courts have now passed that hurdle. What remains is to manage these problematic self-represented and vexatious litigants in an effective manner.

B. Lawyers

1. A Lawyer's Duties

[642] Like the judge, a lawyer who represents the target of an OPCA litigant faces a difficult task. However, as an officer of the court each lawyer has certain duties not only to the client, but also to the justice system as a whole.

a. Notarization of OPCA Materials

[643] One duty is to not participate in or facilitate OPCA schemes. During preparation of these Reasons, I reviewed a large number of OPCA litigation files in our Court. I was very disturbed and profoundly disappointed to see the number of occasions where an OPCA document was notarized by a practicing lawyer. Certain of Mr. Meads' materials were marked in that manner, by two different members of the Alberta Bar.

[644] Alberta Justice has instructed lay notaries to not endorse documents of this kind: ***Papadopoulos v. Borg***, 2009 ABCA 201 at para. 3.

[645] This Court has, on previous instances, drawn to the attention of the Law Society of Alberta that this kind of action is inappropriate for an officer of the court. It assists implementation of vexatious litigation strategies. In my view, a lawyer has a positive duty not to engage in a step that would 'formalize' (though typically in a legally irrelevant manner) an OPCA document. I have previously noted that certain OPCA gurus place a peculiar and mythical authority in a notary's hands. A lawyer should not, directly or indirectly, reenforce, or support that purpose.

b. Triage: Identification of Legal Issues

[646] A second duty of lawyers in OPCA litigation is that captured in *Rule* 1.2(3)(a), that a litigant has an obligation "... to identify the real issues in dispute and facilitate the quickest means of resolving the claim at the least expense ...". OPCA litigants mask their potential real disputes in a bog of cryptic documentation, spurious argument, irrelevant legal maxims, and stereotyped and caricatured court conduct. A judge can very much benefit from the opposing party's understanding of what tangible legal issues may lay buried in that morass. Indeed, once those spurious OPCA characteristics and components are stripped away, it is the duty of the Court to fairly adjudicate the legitimate issues that remain.

[647] As a lawyer and his or her client will have likely had much more exposure to the OPCA litigant, those persons may be able to help identify any issues that led to the litigation now framed in an OPCA context. It is very important to identify and narrow a proceeding to remove illegitimate issues and procedures, so as to concentrate on any valid aspects that remain. That helps a judge identify, isolate, and preserve the OPCA litigant's potential valid (or arguable) legal claims. The end result is that a dispute will be more readily resolved in a timely and cost-effective manner.

2. Education

a. Judges and Courts

[648] The Edmonton Court of Queen's Bench has had the dubious fortune to host not only a significant number, but also a variety, of OPCA litigants and OPCA movements. Other parts of Alberta and Canada may have had less

exposure to OPCA litigants, their concepts, and in-court (mis)conduct.

[649] As a consequence, a lawyer may find it useful to provide some background and evidence to a judge. My hope is that these Reasons will provide a useful point of departure. In many instances it should be possible to assign an OPCA strategy or concept to an identified category, followed by dismissal, or other appropriate sanction(s), on that basis. Review for relevant caselaw is helpful, particularly where a particular OPCA concept has been identified and rejected.

[650] To this point lawyers in this jurisdiction have not submitted background evidence on OPCA litigation and concepts that explains the particular strategies advanced in a specific dispute. While this kind of evidence is not necessary to manage and resolve OPCA litigation, it can provide a very useful context to a judge, particularly one who is less familiar with OPCA concepts, language, and strategies. This information may include:

1. OPCA fingerprint motifs, such as those identified in these Reasons,

2. materials from the OPCA litigant that the court has not received,

3. information about the OPCA litigant's guru or host movement,

4. expert evidence of persons familiar with OPCA fingerprints, concepts, schemes, and gurus,

5. communications by the litigant within the OPCA community, and

6. known security risks of a relevant OPCA movement.

[651] Several of these items deserve some elaboration. OPCA litigants often post in online forums run by OPCA movements and gurus. The communications or recorded videos may be helpful evidence of the litigant's plans and perspective.

[652] There is no better way to illustrate the intention and basis for OPCA litigant misconduct than the materials provided by the litigant's guru. Not only do these place the litigant's frame of mind and attitude front and center, but they also illustrate how an OPCA scheme is intended to operate – in a disruptive manner that subverts state and court authority. As these Reasons have attempted to show, the rhetoric employed by OPCA gurus is anything but subtle. Of course, these materials may not be easy to identify or obtain, but where available they are damning.

[653] Curiously, to this point the OPCA community seems to have attracted very little academic and legal commentary. There is clearly an emerging law enforcement and security awareness of the potential threats posed by certain OPCA movements. Nevertheless, there are some useful starting points for a lawyer who seeks a better understanding of OPCA litigants and concepts.

[654] Several American sources are helpful. The IRS maintains a detailed index of "frivolous tax arguments", which, when advanced, result in an automatic rejection and fine. Canadian variations have emerged in one form or another for almost all of these concepts. American lawyer Daniel B. Evans maintains "The Tax Protestor FAQ" (http://evans-legal.com/dan/tpfaq.html), which is a remarkably comprehensive index of American OPCA concepts and associated jurisprudence, as well as an index of certain known American OPCA gurus.

[655] Perhaps unsurprising for what appears to often be an Internet driven phenomenon, the OPCA community has drawn the critical attention of others online. Anti-scam and skeptic web forums include persons interested in OPCA concepts and their proponents. The "James Randi Educational Foundation" (http://forums.randi.org/) and "Quatloos! Cyber Museum of Scams & Frauds" (http://quatloosia.blogspot.com/) have significant and ongoing discussion of OPCA concepts and movements, world-wide. Persons in these forums go so far as to actively challenge and debate OPCA gurus, including Canadian OPCA gurus.

b. The OPCA Litigant

[656] It may be difficult to engage in meaningful discussion with a typical OPCA litigant outside a court setting given their frequently confrontational character and distorted world perspectives. Some of the documents from Mr. Meads in the court file illustrate that point. Nevertheless, a lawyer may find it helpful to inform an opposing OPCA litigant of certain things.

[657] As previously noted, OPCA gurus do not appear to educate their customers on the concept and implications of court costs awards. Similarly, cases that directly relate to arguments advanced by an OPCA litigant may be of assistance. These Reasons provides what I hope is a generally comprehensive review of those. In many instances OPCA gurus have appeared in court. They have been unsuccessful. That too may assist an OPCA litigant in adopting a more appropriate litigation approach.

3. Conclusion - Lawyers and OPCA Litigation

[658] Dealing with an OPCA litigant is difficult and frustrating. The fact that they are almost always self-represented adds to the challenge. What is worse is if a guru is directly involved. I anticipate most judges will not tolerate representation by these persons (*Legal Profession Act*, s. 106(1)), particularly if the judge understands the nature of the guru and his activities. The reported case-law in relation to Lindsay, Dempsey, Lavigne, and Menard confirms that.

[659] Timely and cost-effective resolution of these disputes requires that an action be pared down to its legitimate substance. That can be achieved by applications to strike irrelevant submissions and pleadings, and to categorize materials as irrelevant except for the purpose of costs, vexatious litigation and litigant status, and contempt and criminal sanction.

[660] I have previously commented on the vexatious and abusive character of OPCA concepts. Litigation of that kind meets both the criteria for punitive damages and elevated cost awards, including solicitor and own client costs. Lawyers should pursue those awards to minimize harm to their clients.

[661] The courts are now live to these persons and their schemes. Lawyers should structure their pre-trial steps and arguments on that basis.

C. 'Target' Litigants

[662] The same considerations that apply to lawyers also are generally relevant to litigants who are the subject of OPCA schemes and approaches. The place where a litigant can provide further assistance is in identification and isolation of potential OPCA litigant legal issues. I anticipate this will prove particularly relevant where an OPCA litigant is involved in a family law context.

D. OPCA Litigants

[663] As I suspect these Reasons will come to the attention of present and potential OPCA litigants, and other members in the OPCA movements, I wish to make some comments directly to these readers that I hope will prove of some assistance.

[664] I have attempted to review and explain every OPCA scheme of which this Court has become aware, and why those concepts are invalid. If you seek to apply an OPCA strategy described in these Reasons, then I hope you will carefully review the relevant caselaw.

[665] I suggest you familiarize yourself with the concept of court cost awards. This Court has the authority to make these orders under *Rules* 10.28-10.33. These are amounts that a court may require an unsuccessful party pay the other litigants. Court costs have a variety of purposes, but generally are intended to offset the fiscal effect of a person being forced to appear in court without a valid legal reason. *Rule* 10.33 includes important factors that affect costs, as do the litigants' duties and responsibilities that are listed in *Rule* 1.2: ***Paniccia Estate v. Toal***, 2012 ABQB 11, at para. 115; ***Paniccia Estate v. Toal***, 2012 ABQB 367 at para. 38. The 'default' scale of court costs varies with the amount in dispute: *Rules*, Schedule C.

[666] If you choose to assert a right based on an OPCA concept, strategy, or scheme, then you may wish to take steps to minimize the potential deleterious effect of failure. Mr. Meads provides a helpful example of how to avoid further liability in the event his approach is not successful. He has continued to (generally) follow this Court's instructions and pay child and spousal support. Compliance with existing court orders avoids a finding of contempt of court. That precaution also reduces the possibility and quantum of interest awards that a court will usually order where a past obligation has not been met, see the *Judgment Interest Act*, R.S.A. 2000, c. J.-1.

[667] That is particularly important if you choose to challenge an income tax obligation. The *Income Tax Act* permits significant late payment penalties in addition to interest due for an outstanding income tax payment. You may avoid these penalties by paying assessed income tax amounts. If you are later successful in court in a dispute on the amount of income tax due, you will then be refunded the excess assessed. If not, you will at a minimum avoid penalty.

[668] Last, I have some questions you may wish to direct to those gurus who provide you advice:

1. Why do these gurus seem to have little, if any, wealth, when they say they hold the proverbial keys to untold riches?

2. Why do those gurus not go to court themselves, if they are so certain of their knowledge? If they say they have been to court, ask them for the proceeding file number, and see if their account is accurate. Those are public records.

3. Can that guru identify even one reported court decision where their techniques proved successful? If not, why then are all successes a tale of an unnamed person, who knew someone who saw that kind of event occur?

4. How are their ideas different and distinct from those surveyed and rejected in these Reasons?

5. How are these advisors different from the OPCA gurus who have been unsuccessful and found themselves in jail? What did Porisky, Warman, and Lindsay do wrong?

6. Will your advisors promise to indemnify you, when you apply the techniques they claim are foolproof? If not, why?

7. If they cannot explain these points, then why should you pay them for their legal nonsense?

E. OPCA Gurus

[669] In his poem *Inferno* at Cantos 26-30, Dante placed the “evil counsellors” - those who used their position to advise others to engage in fraud, and “the falsifiers” - alchemists, counterfeiters, perjurers, and imposters, into the inner canyons of the eighth circle of hell. As sinners, the evil counsellors and falisifiers were matched by those who induce religious schisms, and surpassed only in fault by oath-breakers.

[670] Persons who purposefully promote and teach proven ineffective techniques that purport to defeat valid state and court authority, and circumvent social obligations, appear to fall into those two categories. That they do so, and for profit at the expense of naive and vulnerable customers, is worse.

[671] William S. Burroughs in *Naked Lunch* (New York: Grove Press, 1962, p. 11) wrote: “Hustlers of the world, there is one Mark you cannot beat: The Mark Inside.” I believe that is true for you. At some basic level, you understand that you are selling lies, or at the very most generous, wildly dubious concepts.

[672] It does not matter whether you frame your ‘business’ as a joke, religion, for educational purposes only, or as not being legal advice; your ‘business’ harms your naive or malicious customers, their families, and the innocent persons whom your customers abuse as they attempt to exercise what you have told them are their rights.

[673] You cannot identify one instance where a court has rolled over and behaved as told. Not one. Your spells, when cast, fail.

[674] If you believe what you teach is true, then do not encourage others to be the ones to execute those concepts in the courts. Present your ideas and concepts yourselves. You will get a fair hearing, and as detailed a response as your ideas warrant. The caselaw cited in these Reasons make that very clear. Canadian courts *will* hear you and *will* consider whether what you claim is or is not correct.

[675] In that sense, I acknowledge a grudging respect for David Kevin Lindsay, in that he has personally tested many of his ideas in court. That does not excuse his inciting others to engage in vexatious, illegal conduct, or his profiting from the same. Nevertheless, he has “walked the walk”. If you truly believe your ideas are valid, look at

how Lindsay has been treated by Canadian courts and the careful analyses of his ideas. Yes, he has failed, but where he has approached Canada's legal system with clarity and respect, he has received the same.

VIII. Application of These Reasons to the *Meads v. Meads* Litigation

[676] I return to the parties to this litigation.

A. Ms. Meads

1. Case Management

[677] Counsel for Ms. Meads applied to have a case management justice appointed in this case. That was granted, and I appointed myself in this role.

[678] Case management is appropriate for several reasons. First, Mr. Meads' materials that Ms. Meads had attached to her application and which were already filed with the Court have obvious OPCA characteristics. The February 15 document attempts to foist a fiduciary relationship, and indicates Mr. Meads believes he has a unilateral authority to control litigation. These are evidence that he believes he is not subject to this Court's authority.

[679] Counsel for Ms. Meads did not explain in detail the OPCA strategies she had encountered, however these were very obvious from Mr. Meads' submissions at the June 8, 2012 hearing. His conduct in court had problematic aspects.

[680] OPCA litigation, in general, warrants close and direct judicial supervision to both control the scope of the action and ameliorate the consequences to the target of vexatious OPCA strategies. Here, the divorce and matrimonial property actions are in an early stage. There is much yet to be done, absent settlement. Ongoing supervision by a single justice is therefore appropriate.

[681] The need for case management is confirmed by Mr. Meads' failure to adhere to my case management Conditions and Guidelines by his filing of the June 19 and 21 document sets contrary to the terms thereof. I will further comment on those documents below.

2. Disclosure by Mr. Meads

[682] On June 8, counsel for Ms. Meads sought disclosure of certain information from Mr. Meads. The information requested was routine for a divorce and matrimonial property division proceeding. On June 25, 2012 I granted an order that required Mr. Meads, by August 31, 2012, provide to Ms. Meads his:

1. T1 General Income Tax Return, including all schedules and attachments, and Notices of Assessment for the 2010 and 2011 taxation years. (Since then, with the passage of time, the same would now follow for the 2012 taxation year, by Mr. Meads providing some voluntarily or further application by Ms. Meads and a further Court Order);

2. three most recent statements of earnings indicating Mr. Meads' total earnings paid in the year to date, including overtime, or where such a statement is not provided by the Mr. Meads' employer, a letter from Mr. Meads' employer setting out that information, including Mr. Meads' rate of annual salary or remuneration;

3. copies of the statements from 2008 to present for all RRSPs, pensions, term deposit certificates, guaranteed investment certificates, stock accounts and other investments in Mr. Meads' name or in which Mr. Meads has an interest; and

4. a sworn statement of Mr. Meads' income, assets and liabilities, which would include a listing of the quantity and quality of his precious metals and stones

failing which the powers granted to me by the *Rules of Court* (including contempt of court) may be exercised on application by Ms. Meads.

[683] The OPCA character of this action is not the basis for this Order, which is a typic order in a family matter where disclosure has not occurred voluntarily by one or more parties.

3. Ongoing Communication with Mr. Meads

[684] Counsel for the Ms. Meads applied for case management as she could not find an effective way to deal with Mr. Meads in an efficient and timely manner. My intention is that these Reasons will directly address that issue. If not, I believe Ms. Mead's Counsel will now have a much better foundation to understand Mr. Meads' activities. Additionally, these Reasons will provide guidance on how this and other courts have responded to OPCA litigation. That, I believe, will assist her in taking steps and seeking remedies that may be necessary to lead to the early and efficient resolution of this litigation.

B. Mr. Meads

[685] I will now review the litigation steps by Mr. Meads, to this point, and this Court's responses. This process will apply my survey of the OPCA phenomenon to the specific events and materials in this action.

1. Pre-Hearing Activities

[686] A number of documents were filed in this action prior to the June 8 case management appointment hearing. My instructions in relation to these follow:

a. The February 15, 2011 Document

[687] A very irregular document was filed with the Court on February 15, 2011. It does not have the usual formalities associated with a proper court document, and instead most closely resembles a letter, addressed to the "Chief Court Administrator/Clerk Queen's Bench of Alberta".

[688] This document displays an extremely wide range of OPCA indicia, including:

1. OPCA naming motifs: 'dash colon' names, the 'family/clan/house' format, duplicate upper-case and lower case related names, copyright in name;

2. irregular formalities: postage stamps without apparent function, a red thumbprint, an unnecessary notarization;

3. an atypical postal code;

4. the writer claiming to be of 'flesh and blood';

5. the author is the Postmaster General"; and

6. the phrases "Notice with the Agent is notice with the Principal" and "Notice with the Principal is with the notice with Agent".

[689] Cursory review of this document would lead to the immediate conclusion that this appears to be OPCA material. In the future, Court procedures may be developed and/or applied which would immediately respond to such material. For example, I believe this is the kind of document that may be 'received' by a court clerk, but not formally filed, and then diverted for review by myself as case management justice, to determine its relevance and possible rejection.

[690] Review of the February 15 document discloses a number of important facts. First, the document clearly shows that Mr. Meads subscribes to a 'double/split person' OPCA concept. He says that one aspect, the 'dash colon' and 'family' named entity is the 'owner/representative' of a "legal estate" named "DENNIS LARRY MEADS". The author adheres to the 'everything is a contract' concept, as is illustrated by a disclaimer that the use of a notary "... does not create an adhesion contract with the any-state/province ...". These observations suggest that communication with this litigant in court will be difficult.

[691] Another interesting detail is that Mr. Meads describes his non-corporeal half as “a Provincial Registered Event/ESTATE wholly owned by “Her Majesty the Queen in Right of Canada”. That strongly suggests that Mr. Meads’ view of his other half is a “strawman”, something shackled to him by the government. He presumably will attempt then to deny responsibility for that aspect.

[692] The intent of the document appears two fold:

1. it appoints a court clerk “Fiduciary Trustee Liable for the myself and one, ::dennis-larry:: of the meads family::”; and

2. purports to unilaterally adjourn the proceeding:

> For, on and in the record, I, ::dennis-larry:: of the meads-family:: as the Administrator for the Office for the DENNIS LARRY MEADS’S the ESTATE-Creditor in the instant matter at hand, do here and now Adjourn this instant matter until further notice, from my office. May Almighty God Jehovah bless all of ewe through His Living Son and Reigning King, Jesus the Christ. Amen and Amen.

[693] The attempt to appoint the court clerk is a foisted unilateral agreement, and as I have explained, has no effect. Similarly, Mr. Meads (flesh and blood) has no authority to unilaterally adjourn the divorce and matrimonial property division proceeding. Further, the intent of this document is vexatious. It denies court authority over its own processes, and, contrary to law, attempts to place an obligation on a court employee. I declare that this document has no legal meaning or effect.

[694] I further declare that the February 15, 2011 document is of no relevance whatsoever. If I had received this document after issue of these Reasons I would have ordered that the document has no legal effect and was irrelevant for all purposes, except for calculation of costs against Mr. Meads, vexatious status of the litigation and litigant, and/or whether Mr. Meads has engaged in criminal or contemptuous misconduct.

b. The March 3, 2011 Document

[695] The next relevant document was filed with the Court on March 3, 2011, and is titled “Good Faith Notice” in the Nature of an Affidavit. For an “affidavit”, it is highly irregular, and instead again more closely resembles a letter than anything else. It is addressed to “Audrey Hardwick/AUDREY HARDWICK BEING A CORPORATE ENTITY”. That is apparently the assistant to Ms. Meads’ former lawyer.

[696] Again, the OPCA indicia in this document are obvious:

1. OPCA naming motifs: ‘dash colon’ names, the ‘family/clan/house’ format, duplicate upper-case and lower case related names, copyright in name;

2. irregular formalities: a red thumbprint, an unnecessary notarization;

3. an atypical postal code;

4. the writer claiming to be of ‘flesh and blood’;

5. the phrases “Notice with the Agent is notice with the Principal” and “Notice with the Principal is with the notice with Agent”.

This is therefore another document that could be the target of specific court procedure as a result of its OPCA indicia.

[697] The text of the document again indicates that Mr. Meads has adopted ‘everything is a contract’ and ‘double/split person’ OPCA concepts. Mr. Meads demands that the recipient stop attempting to enter into contract with him by correspondence. There is an aggressive tone to this demand, as Mr. Meads says he will “make formal Criminal Charges” and “HOLD YOU AT YOUR FULL COMMERCIAL LAIBILITY AND YOUR UNLIMITED

CIVIL CAPACITY." [sic.]. This document also makes reference to and demands the recipient and the law office's "commercial bond number". This language appears in other OPCA documents, but its origin and meaning is obscure.

[698] This document has no legal meaning for either its recipient or the Court. A contract is not formed by simply mailing someone a letter or other correspondence, so in this sense Mr. Meads has nothing to complain about. Further, he has no legal right to use communication of that kind as a basis for either criminal or civil litigation. The context of this document is unclear. I do not know, for example, what communication from Ms. Meads' lawyer may have triggered this response. If that was a legitimate and typical litigation step, such as a request for disclosure, then Mr. Meads' response may be evidence of vexatious conduct.

[699] The threats against Ms. Hardwick and her employer clearly have no basis, and I can infer from these materials a malicious intent to deter Ms. Meads' pursuit of this litigation.

[700] As with the February 15 document, I declare the March 3 document is of no relevance whatsoever.

c. The April 27, 2012 Documents

[701] On March 29, 2012, Ms. Meads applied for appointment of a case management justice. Her letter states that Mr. Meads has failed to disclose financial information as required by a March 2, 2011 Order of Justice Ross. The February 15, 2011 and March 3, 2011 documents are attached, " ... to give you an indication of the difficulty in dealing with this particular self-rep."

[702] A collection of documents filed by Mr. Meads on April 27, 2012 appear to be a response to that March 29 application. The April 27, 2012 documents are more conventional in appearance, and, for example, meet many formal requirements for documents filed in court. The April 27 documents initially related to a May 25, 2012 application, but were instead directed to the June 8, 2012 hearing. Justice Ouellette made handwritten notations to the cover page of these materials that state "Fiat: Let the within documents be filed for the purposes of argument before the A.C.J. Rooke at the case conference." and that the date of that case conference has yet to be determined. The manner in which these materials came before Justice Ouellette is not obvious.

[703] There are two affidavits attached, both titled "Affidavit in Support of Order to Show Cause", dated April 24, 2012.

[704] In brief, the first states that Ms. Meads' Counsel, Ms. Reeves "... has failed to make whole CRYSTAL LYNN MEADS ...", court clerk Barb Petryk is a fiduciary of Mr. Meads, which relates to the February 15, 2011 document, and that Ms. Reeves "... has not pursued this remedy provided in good faith ...". The remainder of the first affidavit quotes the instructions of Justice Veit at a March 18 2011 hearing to determine interim support, and then requests a court order to compel Ms. Reeves' compliance with the March 18, 2011 instruction.

[705] The second affidavit seems to be a direct response to the March 29 case management appointment application. Mr. Meads states:

1. he has had no contact with Ms. Reeves, and will not interact with her "... without the provision in writing of his/her Commercial Bond Number as well as the Insuring Company that covers that Bond.";

2. he has not been difficult to deal with;

3. Ms. Reeves has a legal remedy for her client via court clerk Barb Petryk;

4. a refusal to enter into contract:

   Michele J. Reeves appears to making an offer to Contract and/or Enticement of Slavery (Title 18 United States Code and/or Article 4 Universal Declaration of Human Rights) which I do not grant and give notice he/she will be held at full Commercial Liability and Unlimited Civil capacity for such actions.

5. his marriage to Ms. Meads was annulled by her infidelities;

6. various statements about matrimonial property and Ms. Meads' capacity to work;

7. that Mr. Meads continues his spousal and child support obligations as ordered by Justice Veit on March 18, 2011; and

8. quotes from email communications from Ms. Meads, that in general relate to the end of their marriage and difficult personal interactions; these are "disturbing communications".

[706] Mr. Meads closes the affidavit with this summary:

> SUMMARY: ::Dennis Larry:: being a "Injured-Third-Party-Intervenor" Layman-Lawful, Power of Attorney, Secured Party Creditor for: DENNIS LARRY MEADS (ens legis) has provided remedy for Michele J. Reeves (alleged, PERSONA-AT-LAW PERSONA) and the Court a mean(s) to make whole CRYSTAL LYNN MEADS the Debtor and Grantor. These assaults appear to be in bad faith and the emotional abuse, mental cruelty will have to be addressed by Dennis-Larry: Meads the Secured Party Creditor if continued by Michele J. Reeves (alleged, PERSONA-AT-LAW PERSONA).

[707] The specific relief sought by Mr. Meads is stated in a "Motion For An Order To Show Cause" that is directed at Ms. Reeves, personally, as respondent, by "::Dennis Larry:: on behalf of DENNIS LARRY MEADS". It names "DENNIS LARRY MEADS (juristic person)" as the "Movant", who is "Represented by :: Dennis Larry:: attorney in fact". Mr. Meads asks for an order that:

1. Ms. Reeves appear and prove why she "should not be held in contempt for violation of false claims made under penalty of perjury dated March 29, 2012"; and

2. Ms. Reeves "... has violated the sanctity of the court ..." by taking "... full responsibility/liability for CRYSTAL LYNN MEADS the Debtor and Granter" and not applying the mechanism Mr. Meads has provided to discharge his obligations: the fiduciary status of court clerk Barb Petryk.

[708] As noted, this document appears much more conventional on its face, but still exhibits characteristic OPCA features, including 'dash colon' names, duplicate names that appear to relate to a single person, and anomalous postal code formats. Again, these indicia could be a basis for specific procedural response.

[709] As for the document contents, they continue to exhibit the clear 'double/split person' and 'everything is a contract' concepts that were previously observed in Mr. Meads' materials. I believe that what Mr. Meads is trying to convey is that he has told Ms. Reeves that she can pay for Ms. Meads' interim child and spousal support by billing court clerk Barb Petryk. That, in turn, depends on the February 15, 2011 document. Ms. Reeves has failed to do that, and so Mr. Meads now seeks a court order to enforce his instructions.

[710] Naturally, I refuse to make that order. Ms. Petryk has no obligation that results from the foisted unilateral agreement of February 15, 2011. Ms. Reeves would be correct to not directly pursue Ms. Petryk on that basis.

[711] I note that this correspondence illustrates how even a totally ineffective OPCA document may have downstream toxic effects. Even though the February 15 document had no meaning, until the issuance of these Reasons, it had not been rejected by the Court or challenged by Ms. Meads. That is not to say that either Ms. Meads, this Court, or the named clerk erred by ignoring a totally spurious document, or that they had any obligation to respond. Rather, my observation is that if Mr. Meads' February 15, 2011 document had been diverted into a process where it was evaluated and rejected as having no relevance then, perhaps, Mr. Meads would not have pursued this avenue. Of course, that is simply conjecture, and only experience will show whether these kinds of preemptive activities are, in fact, helpful in managing OPCA litigation.

[712] Mr. Meads' other request, that Ms. Reeves be held in contempt for the March 29, 2012 correspondence, is also rejected. If the "false claims" of which Mr. Meads speaks are the allegation of breach of court order and that Mr. Meads was difficult to deal with, then the latter fact was established by Mr. Meads' conduct at the June 8, 2012 hearing. At that hearing he also acknowledged he had not previously made financial disclosure.

[713] Mr. Meads' April 27, 2012 documents and the associated application have a vexatious aspect as they depend on a fictitious obligation from a foisted unilateral agreement. I could, in compliance with the general

principle that Mr. Meads should not be permitted to advance spurious vexatious OPCA arguments and inflict unwarranted expense on his opposing litigant, now invite Ms. Reeves to indicate the solicitor and own client costs associated with her response to Mr. Meads' April 27, 2012 documents. I note, however, that aspects of these materials also reflect what I think are potentially valid aspects of matrimonial property division issues, and child and spousal support. Those topics also emerged at the June 8, 2012 hearing. I therefore leave the issue of costs open for future application.

2. The June 8, 2012 Hearing

[714] I have previously commented in some detail on what occurred at the June 8, 2012 case management application, and will therefore only make certain comments in summary. Mr. Meads' conduct included indica that are typical of an OPCA litigant. For example, he:

1. denied court authority on several bases, including that it was an Admiralty law court;

2. said legislation has no hold over or relevance to him;

3. said he was subject to a different law, "God's Law", the "Maximus of Law";

4. cited the *UCC*, *Black's Law Dictionary* and the Bible as overriding authorities;

5. invoked 'double/split person' concepts: he as the "flesh and blood man" represented his "corporate identity"; and

6. exhibited an apprehension that his cooperation with myself and Ms. Reeves would lead to a contract (or "slavery").

[715] Mr. Meads, in his submissions, applied a 'reverse onus'. This is typical for OPCA litigants. He demanded that I prove the relevance and application of law to him. If I did not do that, then he would not obey.

[716] As for the substance of the hearing, certain topics emerged which appeared to be potentially relevant in the ongoing divorce and matrimonial property actions. Other arguments were simply OPCA irrelevancies. A new development was that Mr. Meads explained the theoretical basis for an A4V money for nothing mechanism to pay his obligations. Obviously, I had no reason to entertain that application or what were allegedly its supporting documents. I note that Mr. Meads directed these materials to me, personally.

[717] The manner in which Mr. Meads introduced the A4V issue illustrates a problem with OPCA litigants. They have a tendency to 'ambush' the court and other litigants with documents in the middle of court proceedings. That, of course, interferes with the orderly progression and management of legal disputes. I do not suggest that there is a uniformly appropriate response to materials presented in this manner. I chose to refuse those materials, as was then my practice. A potentially valid alternative may be to provisionally accept those documents for review, then indicate to the OPCA litigant whether the documents are:

1. accepted,

2. rejected as irrelevant, or

3. accepted but found to be irrelevant for all purposes, except for calculation of costs, the vexatious status of the litigation and litigant, and/or whether the OPCA litigant has engaged in criminal or contemptuous misconduct.

[718] Another alternative would be to refuse to accept materials that are not formally filed with notice to the other litigants. This, certainly, is a safe response to material of uncertain character and significance. I believe standard practices for this kind of commonplace OPCA activity will evolve.

[719] As these Reasons indicate, an A4V 'money for nothing' scheme is entirely and absurdly spurious. To attempt to discharge an obligation with those kinds of materials is a vexatious step. I did not accept what may have

been A4V documents, nor were those filed. If there had been a formal application by Mr. Meads to discharge his obligation in that manner, and Ms. Meads was forced to respond to that, then a cost award would be warranted to indemnify Ms. Meads. I do not think Ms. Meads was injured, in this instance, by Mr. Meads raising the A4V concept at the case management appointment hearing.

[720] As previously explained, I concluded this dispute was one that deserves case management, and that was ordered. Mr. Meads did not oppose that.

3. The June 19 and June 21, 2012 Documents

[721] I have already commented in some detail on the materials that I received by mail on June 19 and 21, 2012. These were personally directed to me, with copies to Court of Appeal Chief Justice Fraser, the Alberta Public Trustee Cindy Bentz, and Ms. Reeves. The OPCA character of these materials is immediately apparent. For example, the cover letter exhibits multiple OPCA name indicia, Mr. Meads names himself in two related ways, and the letter is signed twice in different colours and formats.

[722] Mr. Meads names me his fiduciary and demands that I discharge my duties by implementing his A4V scheme, paying his child and spousal support obligations via that mechanism, and "Divorce-Papers signed as the CRYSTAL LYNNE MEADS".

[723] He also requests:

> Debtor, being the CRYSTAL LYNNE MEADS and Michele J. Reeves DBA contact via the any media with the living flesh and blood sentient - man, ::Dennis-Larry:Meads:: and/or the DENNIS LARRY MEADS (juristic person) and when-there is the claim for a breach face the penalties as-is prescribed in the attached-documents.

I believe this cryptic passage is probably a demand that I enforce his 'fee schedule' against his wife and her lawyer.

[724] As a whole, the cover latter to the June 19 and 21 documents is a foisted unilateral agreement targeted against myself. It has no legal effect, but does further indicate that Mr. Meads has adopted an improper and vexatious litigation strategy. I rejected receipt of this letter and its associated materials. If I had accepted this document then it would be evidence of the improper character of Mr. Meads' litigation strategy.

[725] The attached documents have four strategic purposes:

1. to formalize the relationship between the two aspects of Mr. Meads, DENNIS LARRY MEADS and Dennis-Larry: Meads;

2. implementation of an A4V scheme;

3. a 'fee schedule';

4. the copyright and trademark foisted unilateral declaration.

[726] I have previously described these items in some detail, and others are reproduced along with the Reasons. The OPCA indicia in these items are plentiful, all contain the 'dash colon' name motifs, duplicate related names with stereotypic labels such as "a legal entity" vs. "a personam sojourn and people of posterity", and variant postal codes. Spurious application of the *UCC* and other foreign and irrelevant law is frequent. Most use the "notice to the principal is notice to the agent" and "notice to the agent is notice to the principal" phrases.

[727] In brief, the agreements between Mr. Meads and Mr. Meads are a monologue without any legal relevance. The A4V scheme does not provide me with access to any funds that I could then distribute on Mr. Meads' behalf and for his benefit. The fee schedule cannot be legally enforced, and an attempt to enforce it would be an illegal and potentially criminal act. Similarly, Mr. Meads has no basis in law to demand $100 million per use of his name.

[728] The attached documents have no legal effect and since they were rejected by myself, are irrelevant to the ongoing litigation. If these had instead been placed on the court file, then I believe it would be appropriate that either I order they are irrelevant to the litigation, or only relevant for calculation of costs, the vexatious status of the litigation and Mr. Meads, and/or whether Mr. Meads has engaged in criminal or contemptuous misconduct.

[729] When I returned the June 19 and 21 materials, my letter informed Mr. Meads that the Conditions and Guidelines did not permit submission of materials of this kind. I instructed him that no further material of this kind should be submitted to the Court, noting that further actions of this kind would be met with a formal court order to desist, and failure to comply may be punished as contempt of court. Indeed further OPCA conduct has the potential of inviting a vexatious litigant application under the *Judicature Act*, by Ms. Meads, or by the Court on its own application.

4. Conclusion

[730] Shortly prior to his exit from the courtroom on June 8, 2012, Mr. Meads told me he had much to think about. He certainly does. While these Reasons cast a wide net, its mesh also falls squarely on him. I hope that he will carefully review its contents and consider his next step.

[731] To repeat myself, the OPCA arguments he has advanced have no effect or meaning in Canadian law. They offer him no rights, no indemnities, and certainly not a pot of gold or silver to call his own.

[732] I did not accept his envelope of documents on June 8, and the subsequent materials received on June 19 and 21. I hope he now recognizes the potential consequences that he risks if he repeats that kind of exercise, as next time I *will* accept those materials, but only as proof of his continued potentially vexatious litigation, contempt of court, and, potentially, criminal misconduct. I have made every effort in these Reasons to lay out the general categories of OPCA concepts that have been evaluated and rejected by Canadian courts. I hope that will help him to better understand Canadian law, and respond to the questions he says remain unanswered.

[733] From the structure of the OPCA community and the nature of his materials, I believe one or more persons are advising Mr. Meads. I hope he will show them these Reasons, and scrutinize their response. I believe Mr. Meads has the ability to meaningfully evaluate their reply. Mr. Meads may also benefit from speaking to and indeed retaining legal counsel.

[734] I would also suggest that Mr. Meads read Canadian caselaw. The majority of cases that are cited in these Reasons may be retrieved at no cost at the Canadian Legal Information Institute website: “http://www.canlii.org”. Earlier jurisprudence and other legal texts are available at court law libraries that are open to the public.

[735] Unlike many OPCA community members, in court Mr. Meads was generally polite to me and Ms. Meads’ counsel. He usually respectfully waited to speak, and while his answers to me were not always satisfactory, he nevertheless conducted himself in a generally proper manner. I did not appreciate his demands, or his claims that my conduct was unsatisfactory, but I have an understanding of the context in which those statements occurred. I trust that will not recur. His premature exit from the proceedings was not appropriate, however I understand the misconceptions that may have led him to act in that manner. I suggest he remain throughout any future hearing, as his absence will not assist him.

[736] In our discussions on June 8 he raised several issues in relation to matrimonial property division, spousal support, and child support that I believe are potentially valid. I look forward to assisting him and Ms. Meads to settle or, if necessary, take those issues to trial in a cost and time effective manner. While I am not his “Fiduciary-Trustee-Liable Position with the highest and with the greatest-level for the care”, I am the Case Management Justice on this matter, and I intend to see that both his and Ms. Meads’ legal rights are protected and explored in the resolution of this dispute.

Heard on the 8th day of June, 2012.

Dated at the City of Edmonton, Alberta this 18th day of September, 2012.

J.D. Rooke
A.C.J.C.Q.B.A.

Appearances:

Michele J. Reeves
Attia Reeves Tensfeldt Snow
for the Applicant

Dennis Larry Meads
self-represented

Appendix "A" - Meads' Fee Schedule

[Note - the format and content of this document has been reproduced, as best possible, in an accurate manner. Certain personal information has been redacted for privacy reasons.]

Registered Private Tracking Number - LT 679 966 085 CA

UCC-1 Filed in ALBERTA - Secured Transaction Registry Number- **11120912227**

ATTENTION AND WARNING!
THIS IS A LEGAL NOTICE AND DEMAND
FIAT JUSTITIA, RUAT COELUM

(Let right be done, though the heavens should fall)

To: All Provincial, State, Federal and International Public Officials, by and through **Province of Alberta**, Lieutenant Governor, Donald S. Ethell and/or Governor General, David Lloyd Johnston

TAKE NOTICE IGNORANCE OF THE LAW IS NO EXCUSE
THIS IS A CONTRACT IN ADMIRALTY JURISDICTION

Take a moment to read this before you proceed any further.
I do not wish to speak to you under any circumstances excluding federal judicial review

THIS TITLE IS FOR YOUR PROTECTION!

I, one **Dennis-Larry: Meads** [free **man**], the undersigned, herein request that you present anything that you say to me in writing, signed under penalty of perjury as required by your law as shown in this instrument. **Notice to Agent is Notice to Principal. Notice to Principal is Notice to Agent.** Attachments are included and are part of this contract.

This Notice is in the nature of a Miranda Warning. Take due heed of its contents. If, for any reason, you do not understand any of these statements or warnings, it is incumbent upon you to summon a superior officer, special prosecutor, federal judge, or other competent legal counsel to immediately explain to you the significance of this presentment as per your duties and obligations in respect to this private, formal, notarized, registered Statute Staple Securities Instrument. As per provisions under, NAFTA, UNIDROIT, UNCITRAL Convention, Title 11 USC 501(a), 502(a), 11 USC 7001, 7013, and Federal Rules of Civil Procedure Sections 8-A, AND 13-A, the claim or presumption that **I, Dennis-Larry: Meads**, am a Debtor to Canada or any of its provinces, agencies or sub-corporations is forever rebutted by this contract. This rebuttal is a counterclaim in Admiralty.

(3) **Your** Failure to timely do so leaves you in the position of accepting full responsibility for any and all liabilities for monetary damages, as indicated herein, that I incur by any adversely affecting injuries caused by your overt or covert actions, or the actions of any of your fellow public officers and agents in this or any other relevant matters as described herein. You have **thirty (30) days**, from the date that this document is

received by the Clerk of the Public Record, to respond and rebut the presumptions of this contract by submitting to me signed, certified, authenticated documents of the laws that rebut these presumptions point by point. On and For the Record under penalties of the law including perjury. This document will be on file in the public record; and the clerk in charge of the public record is charged to distribute this to any and all responsible parties, i.e., officers of the court, and /or law enforcement officers including local, state, federal, international, multi- jurisdictional, or any and all officers, representatives, contractors, agencies, or any such entity or person that may bring any type of action, whether civil or criminal or other, against me, and whether in this county, state, region, area, country, corporation, federal zone, or in any venue and/or jurisdiction. Your failure to timely rebut the statements and warnings herein constitute your complete, tacit agreement with all statements and warnings contained herein. Your presumptions that I, the undersigned, am a "Corporate Fiction" or "Legal Entity" and under your corporate "CANADA" jurisdiction are now and forever rebutted.

(4) **I**, the undersigned, tendering this document, am a Private People of Posterity; a Sovereign Personam Sojourn; by fact; a non-juristic entity, not as legal personality in fiction, or surety within; or subject for; or allegiance to; your corporate "CANADA"; or to any de facto, compact, corporate, commercial provinces, states, contracting therein; only to the "canada," nonetheless carrying with me exclusive, original, sovereign jurisdiction and venue having one supreme court and CANADA Court of International Trade. This is a matter of public record, tendered by way of registered mail to **Governor General of Canada David Lloyd Johnston and/or Lieutenant Governor of Alberta Donald s. Ethell.** These pages are recorded upon liber records and books in Register of Deeds Offices including but not limited to **Provincial Court of Stony Plain** and **Queens Court of Alberta.**

(5) **I**, the undersigned, now tendering this legally binding Legal Notice and Demand in hand am not a surety under your jurisdiction nor a subject under your corporate veil "Color of Law Venue," being acknowledged by silence and acquiescence of, **Governor General of Canada David Lloyd Johnston and/or Lieutenant Governor of Alberta Donald s. Ethell**, also but not limited to any public officers, agents, contractors, assigns, employees, and subsidiaries of your office, regarding my Legal Notice and Demand tendered by registered mail with liber book number and page affixed.

(6) **Which** silence of Corporate Office **Governor General of Canada David Lloyd Johnston and/or Lieutenant Governor of Alberta Donald s. Ethell** ratifies severances of any nexus or relationship to de facto, corporate, commercial state offices; being fraudulent conveyance by operating under " Color of Authority" upon affiant. Let this be known by the **"Good Faith (Oxford) Doctrine"** to all men and women. I do not consent to any warrantless searches, or searches that are not compliant with the "Constitution of Canada" and /or all of the amendments of the Honorable "Canadian Bill of Rights," whether of my dwellings, cars, land craft, watercraft, aircraft, me, mine, current location, property, hotel rooms, apartments, business records, businesses, or my machinery, vehicles, equipment, supplies, buildings, grounds, land in my private possession or control, past, present, and future, now and forevermore, so help you God.

(7) **By** this record let it be known that I do not at any time waive any rights or protections, as acknowledged by the aforementioned Constitution of Canada and/or Honorable "Canadian Bill of Rights," nonetheless, demanding that you protect these as you swore an oath to do so. I accept your lawfully required Oath of Office, bonds of any type, insurance policies, and property of any type for my protection and making whole. Furthermore, should you witness any public officers at this time, or any time past, present, or future violate any of my rights or protections, it is your sworn duty (of oath) to immediately arrest, or have them arrested. You are legally required to charge them as you should any law breaker, regardless of officer's title, rank, uniform, cloak, badge, position, stature, or office; or you shall henceforth be accountable for monetary damages from, but not limited to, your monetary liability, your corporate bond, compensatory costs, punitive procurements, and sanctioned by attorney attributions.

(8) **Note:** A true and correct, notarized copy of this **Statute Staple Securities Instrument** is safely deposited in the Register of Deeds Office in **Province of ALBERTA.** This security instrument has also been delivered to several trusted friends and accompanied by sworn affidavits certifying my policy of presenting this security instrument to each and every public officer who approaches me violating my unalienable rights including, but not limited to, my right of liberty and free movement upon any common pathway of travel. I have a lawful right to travel, by whatever means, via land, sea, or air, without any officer, agent, employee, attorney, or judge willfully causing adverse affects or damages upon me by an arrest, detainment, restraint, or deprivation. I will be granted the status and treatment of a foreign Sovereign, a foreign diplomat, by all customs officials. This document or the deposited copy becomes an evidentiary document certified herein, as

if now fully reproduced, should any court action be taken upon me as caused by your acts under color of law with you, your officers, and employees. **Take note:** You are now monetarily liable in your personal and corporate capacity. **I**, **Dennis-Larry: Meads** [Free **man**], the undersigned, a Sovereign under God, notwithstanding anything contrary, abide by all laws in accordance with the aforementioned Constitution of Canada and Honorable "Canadian Bill of Rights" which are applicable to Sovereigns. **I**, **Dennis-Larry: Meads**, wish no harm to any man. You agree by your non-response to uphold my "Right to Travel"; or you must rebut my presumption by lawfully documented evidence in law On and For the Record, Under Oath and penalty of perjury, within the thirty (30) days as aforementioned in this Admiralty Contract.

(9) **BE WARNED, NOTICED, AND ADVISED** that I rely upon, in addition to constitutional limits of the "Constitution of Canada" and/or the Honorable "Canadian Bill of Rights," governmental authority, the rights and protections guaranteed under Uniform Commercial Codes, common equity law, laws of admiralty, and commercial liens and levies pursuant to but not limited, to Title 42 (Civil Rights), Title 18 U.S.C.A. (Criminal Codes), Title 28 U.S.C.A. (Civil Codes), and additional **ALBERTA** constitution penal codes, in as much as they are in compliance with the aforementioned Constitution of Canada and/or "Canadian Bill of Rights." There can be no violation of any of these laws unless there is a victim consisting of a natural, flesh and blood man or woman who has been damaged. When there is no victim, there is no crime or law broken. Unless this is rebutted within the time limit contained herein, and the conditions of the rebuttal are met, you, or any representative in any capacity of any agency, government, corporation, or the like, agree to abide by this contract anytime that you interact with me. I, **Dennis-Larry: Meads** [Free **man**], the undersigned, am of lawful majority
age, clear head, and sound mind.

(10) **Remember,** you took a solemn binding oath to protect and defend the Crown as public trustee, and violation of said oath is perjury, being a bad-faith doctrine by constructive treason and immoral dishonor, infra, ¶13, ¶14 & ¶15. I accept said Oath of Office that you have sworn to uphold. I declare that any and all presumptions that I am citizen, subject, resident, participant, legal entity, strawman, fiction, or any such thing, of any and all jurisdictions of the CANADA OR ANY OF ITS PROVINCES, SUBDIVISIONS, AGENCIES, ENTITIES, DEPARTMENTS, SUBSIDIARIES are now and forever rebutted. You may rebut my presumptions by submitting certified copies of lawful documents that have been certified by **ALBERTA's** attorney while under oath and on the official record and under penalty of perjury and waiving all immunities from prosecution. You have **thirty (30)** days to rebut my statements as indicated herein; or my statements will stand as true, lawful, and legal in all of your courts and/or hearings.

(11) **This** legal and timely notice, declaration, and demand is prima facie evidence of sufficient Notice of Grace. The terms and conditions of this presentment agreement are a quasi-contract under the Uniform Commercial Code and Fair Debt Collection Practices Act. These terms and conditions are not subject to any or all immunities that you may claim, should you in *any* way violate my rights or allow violations by others. Your corporate commercial acts against me or mine and your failures to act on behalf of me or mine are ultra vires and injurious by willful and gross negligence.

(12) **The** liability is upon you, and/or your respondeat superior, and upon others including any and all local, provincial, state, regional, federal, multijurisdictional, international, and/or corporate agencies, and/or persons of the foregoing, involved directly or indirectly with you via any nexus acting with you; and said liability shall be satisfied jointly and/or severally at my discretion. You are sworn to your Oath of Office, and I accept your Oath of Office and your responsibility to uphold the rights of me and mine at all times.

BILLING COSTS ASSESSED WITH LEVIES AND LIENS UPON VIOLATIONS SHALL BE:

(13) **Unlawful Arrest, Illegal Arrest, or Restraint, or Distraint, Trespassing/Trespass, without a lawful, correct, and complete 4th amendment warrant**: $2,000,000.00 (Two Million) CAD Dollars, per occurrence, per officer, or agent involved.
Excessive Bail, Fraudulent Bond, Cruel and Unusual Punishment, Violation of Right to Speedy Trial, Freedom of Speech, Conspiracy, Aiding and Abetting, Racketeering, or Abuse of Authority as per Title 18 U.S.C.A., §241 and §242, or definitions contained herein: $2,000,000.00 (Two Million) CAD Dollars, per occurrence, per officer, or agent involved.
Assault or Assault and Battery without Weapon: $2,000,000.00 (Two Million) CAD Dollars, per occurrence, per officer, or agent involved.

Assault or Assault and Battery with Weapon: $3,000,000.00 (Three Million) CAD Dollars, per occurrence, per officer, or agent involved.
Unfounded Accusations by Officers of the Court, or Unlawful Determination: $2,000,000.00 (Two Million) CAD Dollars, per occurrence, per officer, or agent involved.

(14) **Denial and/or Abuse of Due Process**: $2,000,000.00 (Two Million) CAD Dollars, per occurrence, per officer, or agent involved.
Obstruction of Justice: $2,000,000.00 (Two Million) CAD Dollars, per occurrence, per officer, or agent involved.
Unlawful Distraint, Unlawful Detainer, or False Imprisonment: $5,000,000.00 (Five Million) CAD Dollars, per day, per occurrence, per officer, or agent involved, plus 18% annual interest.
Reckless Endangerment, Failure to Identify and/or Present Credentials and/or Failure to Charge within 48 (Forty-Eight) Hours after being detained: $2,000,000.00 (Two Million) CAD Dollars, per occurrence, per officer, or agent involved.
Counterfeiting Statute Staple Securities Instruments: $2,000,000.00 (Two Million) CAD Dollars, per occurrence, per officer, or agent involved.

(15) **Unlawful Detention or Incarceration**: $2,000,000.00 (Two Million) CAD Dollars per day, per occurrence, per officer, or agent involved.
Incarceration for Civil or Criminal Contempt of Court without lawful, documented-in-law, and valid reason: $2,000,000.00 (Two Million) per day, per occurrence, per officer, or agent involved.
Disrespect by a Judge or Officer of the Court: $2,000,000.00 (Two Million) CDA Dollars per occurrence, per officer, or agent involved.
Threat, Coercion, Deception, or Attempted Deception by any Officer of the Court: $2,000,000.00 (Two Million) CAD Dollars per occurrence, per officer, or agent involved.
Unnecessary Restraint: $2,000,000.00 (Two Million) CAD Dollars, per occurrence, per officer, or agent involved.
Refusal of Lawful Bailment as provided by the aforementioned Constitution of Canada and/or Honorable "Canadian Bill of Rights": $2,000,000.00 (Two Million) CAD Dollars, per day of confinement, to be prorated by the hour as per Traficant vs. Florida, per occurrence, per officer, per agent involved.
Coercion or Attempted Coercion of the Natural Man or Woman to take responsibility for the Corporate Strawman against the Natural Man or Woman Secured Party's Will: $2,000,000.00 Two Million CAD Dollars, per occurrence, per officer or agent involved.
The Placing of an Unlawful or Improper Lien, Levy, Impoundments, or Garnishment against any funds, bank accounts, savings accounts, retirement funds, investment funds, social security funds, intellectual property, or any other property belonging to the Natural Man or Woman Secured Party by any agency: $2,000,000.00 (Two Million) CAD Dollars, per occurrence, and $100,000.00 (One Hundred Thousand) CAD Dollars, per day penalty until liens, levies, impoundments, and/or garnishments are ended and all funds reimbursed, and all property returned in the same condition as it was when taken, with 18 % annual interest upon the Secured Party's declared value of property.
Destruction, Deprivation, Concealment, Defacing, Alteration, or Theft, of Property, including buildings, structures, equipment, furniture, fixtures, and supplies belonging to the Natural Man or Woman Secured Party will incur a penalty of total, new replacement costs of property as indicated by Owner and Secured Party, including but not limited to purchase price and labor costs for locating, purchasing, packaging, shipping, handling, transportation, delivery, set up, assembly, installation, tips and fees, permits, replacement of computer information and data, computer hardware and software, computer supplies, office equipment and supplies, or any other legitimate fees and costs associated with total replacement of new items of the same type, like, kind, and/or quality, and quantity as affected items. The list and description of affected property will be provided by the Owner and Secured Party and will be accepted as complete, accurate, and uncontestable by the agency or representative thereof that caused such action. In addition to the aforementioned cost, there will be a $200,000.00 (Two Hundred Thousand) CAD Dollars, per day penalty until property is restored in full, beginning on the first day after the incident, as provided by this contract.

CAVEAT

(16) **The** aforementioned charges are billing costs deriving from, but not limited to, Uniform Commercial Codes and Fair Debt Collection Practices Act and this contract. These charges shall be assessed against persons, governmental bodies, and corporate entities supra, or *any* combination thereof when they

individually and/or collectively violate my natural and/or civil rights as an American by declaration. The aforementioned Constitution of Canada and/or the Honorable "Canadian Bill of Rights" establishes jurisdiction for you in your normal course of business. All violations against me, the undersigned, will be assessed per occurrence, per officer, representative, or agent of any agency that is involved in any unlawful action against me.

(17) **By** your actions, you shall lack recourse for all claims of immunity in *any* forum. Your officers' knowing consent and admission of perpetrating known acts by your continued enterprise is a violation of my rights. This **Statute Staple Securities Instrument** exhausts all state maritime article 1 administrative jurisdictions and protects my Article III court remedies including but not limited to Title 42 U.S.C.A, Title 18 U.S.C.A., Title 28 U.S.C.A., and Title 18 U.S.C.,§ 242, which are provided for by the North American Free Trade Agreement, UNIDROIT and the UNCITRAL Convention, of which CANADA is governed by.

IGNORANCE OF THE LAW IS NO EXCUSE!

(18) I, one **Dennis-Larry: Meads** [Free **man**], the undersigned, am the principal; and you are the agent! Fail not to adhere to your oath, lest you be called to answer before one God and one Supreme Court Exclusive Original Jurisdiction, which is the court of first and last resort, not excluding my "Good Faith (Oxford) Doctrine" by my conclusive Honorable "Canadian Bill of Rights."

(19) **This Statute Staple Securities Instrument** is not set forth to threaten, delay, hinder, harass, or obstruct, but to protect guaranteed Rights and Protections assuring that at no time my Unalienable Rights are *ever* waived or taken from me against my will by threats, duress, coercion, fraud, or without my express written consent of waiver. None of the statements contained herein intend to threaten or cause any type of physical or other harm to anyone. The statements contained herein are to notice any persons, whether real or corporate, of their potential, personal, civil, and criminal liability if and when they violate my unalienable rights. A bona fide duplicate of this paperwork is safely archived with those who testify under oath that it is my standard policy to ALWAYS present this notice to *any* public or private officer attempting to violate me and my rights. It is noted on the record that by implication of said presentment, this notice has been tendered by way of registered mail to **Governor General of Canada David LIoyd Johnston and/or Lieutenant Governor of Alberta Donald s. Ethell.** This is prima facie evidence of your receipt and acceptance of this presentment in both your corporate and individual capacity, jointly and severally for each and all governmental, political, and corporate bodies. Any other individuals who have been, are, or hereafter become involved in the instant actions or any future actions against me shall only correspond to me in writing while signing under penally of perjury. This document is now on record in the Register of Deeds Office in ALBERTA, supra.

SUMMATION

(20) Should you move against me in defiance of this presentment, there is no immunity. from prosecution available to you or to *any* of your fellow public officers, officials of government, judges, magistrates, district attorneys, clerks, or *any* other persons who become involved in the instant actions, or *any* future actions, against me by way of aiding and abetting. Take due heed and govern yourself accordingly. Any or all documents tendered to me, lacking bona fide ink signatures are counterfeit security instruments causing you to be liable in your corporate and individual capacity by fraudulent conveyance now and forevermore. If and when you cause any injury and/or damages to the Natural Man or Woman Secured Party by violating any of the rights, civil rights, privileges, or any terms herein, you agree to voluntarily, with no reservation of rights and defenses, at the written request of the Natural Man or Woman Secured Party, surrender, including but not limited to, any and all bonds, public and/or corporate insurance policies, and CAFR funds as needed to satisfy any and all claims as filed against you by the Natural Man or Woman Secured Party. This applies to any and all agents, or representatives, individually and severally, of the "CANADA" or any of the subdivisions thereof, as described herein.

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

(21) **This** document cannot be retracted by *any* employee, agent, representative, or officer of the court, or any individuals, excluding the Natural Man or Woman Secured Party on this registered document, for one hundred years from date on this legally binding **Statute Staple Securities Instrument.**

Attention: All Agents, Representatives, or Officers, or such as, of the "CANADA" or its subdivisions including local, state, federal, and/or international or multinational governments, corporations, agencies, and the like: You have thirty (30) days to rebut any portion of this document, or you stand in total agreement. Non response is agreement. Partial response is agreement. Rebuttal must be in written form with legal/lawful, verified, certified documentation in law, with copies of said law enclosed. This documentation must be provided under penalty of perjury. **Notice to Agent is Notice to Principal. Notice to Principal is Notice to Agent. Ignorance of the law is no excuse.**

(22) **All** other corporations including but not limited to telephone companies, cable companies, utility companies, contractors, builders, maintenance personnel, investors, journeymen, inspectors, law enforcement officers, officers of the court, manufacturers, wholesalers, retailers, and all others, including all persons, are bound by all paragraphs, terms, and conditions herein regardless of nature of limited liability corporations or affiliations as "DBA's," "AKA's," incorporations, or any types of businesses in commerce as deeded by this securities agreement and decree.

(23) **YOU ARE NOTICED** having been given knowledge of the law and your personal financial liability in event of *any* violations of my rights and/or being. This **Statute Staple Securities Instrument** now in your hand constitutes timely and sufficient warning by good faith, notice, and grace.

(24) Dated this 22 day of December, in the year of our Lord, two thousand eleven. This contract being of honor is presented under the **"Good Faith (Oxford) Doctrine."** I accept the Oath of Office of all officers of the court, including but not limited to the clerk of the court; all judges and attorneys from all jurisdictions; all local, state, federal, international law enforcement officers, and all agents of the "CANADA" or any province or subdivisions thereof.

(25) Any agent, law enforcement officer, employee, contractor, representative, or the like "CANADA" or any of its subsidiaries or sub-corporations, SHALL NOT ENTER, AT ANY TIME, FOR ANY REASON, ANY PROPERTY AT WHICH I AM LOCATED, or LEASE, OWN, or CONTROL, WITHOUT MY EXPRESS WRITTEN PERMISSION. Violation of this notice will be considered criminal trespass and will be subject to a $2,000,000.00 (Two Million) lawful CAD dollar penalty plus damages, per violation, per violator.

(26) **Attention:** Any and all lending institutions, brokerage firms, credit unions, depository institutions, insurance agencies, credit bureaus, and the officers, agents and employees therein: You have now been notified of the law as to your corporate and individual financial liability in the event of any violations upon the rights and/or being of **Dennis-Larry: Meads**. This **Statute Staple Securities Instrument** constitutes timely and sufficient warning by Good Faith Notice of your liability regardless of your political affirmations. All penalties contained herein will be subject to a penalty increase of one million dollars per day, plus interest, while there is any unpaid balance for the first thirty (30) days after default of payment. This penalty will increase by 10% per each day until balance is paid in full, plus 18% annual interest, beginning on the thirty- first (31^{st}) day after default of payment. All penalties in this document are assessed in lawful money and are to be paid in one troy ounce CAD Dollars **or equivalent in .999 fine silver or fine gold** determined by the value established ROYAL CANADIAN MINT, or by law, whichever is higher value at the time of the incident. Any dispute over the par value will be decided by the Secured Party, or his designee. All definitions in Attachment "B" are included as a part of this contract and will be applied as written herein. Any dispute of any definition will be decided by the Secured Party. There is no contradiction of terms as written within the confines of this title pursuant to the

"Constitution of Canada." If any contradiction is found, the meaning will be determined by the Secured Party. Definitions as they apply to this contract·are enclosed in Attachment "B" and are included as a legal part of this contract.

LS: ____”Dennis-Larry: Meads”_____

_____

Dennis-Larry: Meads, **Secured Party Creditor**

Name: Dennis-Larry: Meads, Secured Party Creditor

Country: "CANADA"
Province: Alberta

NOTICE TO YOURFILINGCOUNTY COUNTY REGISTER OF DEEDS CLERK

(27) **Pursuant** to the harmonization of this private contract to uniform law, Whoever, having the custody of any such record, proceeding, map, book, document, paper, or other thing, willfully and unlawfully conceals, removes, mutilates, obliterates, falsifies, or destroys the same, shall be fined under this title or imprisoned not more than three years; or both; and shall forfeit his office and shall be disqualified from holding any office under the CANADA, Canada, canada. After **thirty (30)** calendar days, you may not rebut this contract.

(28) **SUBSCRIBED AND AFFIRMED:** On this 22 day of December, **2011** AD, before me appeared **Dennis-Larry: Meads**, known to me or proved to me on the basis of satisfactory evidence to be the **man** whose name is subscribed on this **Statute Staple Securities Instrument.** Witnessed by my hand and official stamp, signed, sealed, and delivered by hand or by private, registered, or certified mail, drafted by the above Secured Party Creditor with attached property description.

NS:_____
Signature of Notary Public
Theodore G. Kaklin
Barrister & Solicitor

We, the undersigned witnesses, do hereby swear or affirm that it is the policy of **Dennis-Larry: Meads** to present this “LEGAL
NOTICE AND DEMAND" to all law enforcement officers, agents, or representatives of "CANADA" anytime that **he** has any interaction with them.

LS: __N/A_____
First Witness

LS:___N/A_____
Second Witness

NOTARY SEAL

LS:___N/A_____

Third Witness

Attachments: Attachment "A" - Property List
Attachment "B" - Definitions

LEGAL NOTICE AND DEMAND - ATTACHMENT "A" - PROPERTY LIST

ATTACHMENT "A" - PROPERTY LIST

ALL PROPERTY BELONGING TO THE DEBTOR BELONGS TO THE SECURED PARTY. DEBTOR IS A TRANSMITTING UTILITY. DEBTOR IS A
TRUST. ALL OF THE FOLLOWING PROPERTY BELONGS TO THE NATURAL MAN SECURED PARTY AS INDICATED HEREIN. THIS INCLUDES
BUT IS NOT LIMITED TO THE FOLLOWING:

1. All proceeds from Secured Party's labor from every source; from products, accounts, fixtures, crops, mine head, wellhead, and transmitting utilities, etc.;
2. All rents, wages, and income from every source;
3. All land in which Debtor has an interest, including the soil itself; all minerals atop or beneath the soil surface; all air rights; all waters on or in the soil or land surface such as a lake or pond, within the land boundaries;
4. All real property and all documents involving all real property in which Debtor has an interest, including all buildings, structures, fixtures, and appurtenances situated on or affixed thereto, as noted in #3 above;
5. All cottages, cabins, houses, mansions, and buildings of whatever type and wherever located;
6. All bank accounts foreign and domestic, bank "safety" deposit boxes and the contents therein; personal security codes, passwords, and the like associated therewith; credit card accounts, mutual fund accounts, certificates of deposit accounts, checking accounts, savings accounts, retirement plan accounts, stocks, bonds, securities, and benefits from trusts;
7. All inventory from any source;
8. All machinery, either farm or industrial; all mechanical tools, construction, tools, tools of trade;
9. All boats, yachts, and watercraft; and all equipment, accoutrements, baggage, and cargo affixed or pertaining thereto or stowed therein, inter alia: all motors, engines, ancillary equipment, accessories, parts, tools, instruments, electronic equipment, navigation aids, service equipment, lubricants, fuels, and fuel additives;
10. All aircraft, gliders, balloons, and all equipment, accoutrements, baggage, and cargo affixed or pertaining thereto or stowed therein, inter alia: all motors, engines, ancillary equipment, accessories, parts, tools, instruments, electronic equipment, navigation aids, service equipment, lubricants, fuels, and fuel additives;
11. All motor homes, trailers, mobile homes, recreational vehicles, houses, cargo, and travel trailers; and all equipment, accoutrements, baggage, and cargo affixed or pertaining thereto or stowed therein, inter alia: all ancillary equipment, accessories, parts, service equipment, lubricants, fuels, and fuel additives;
12. All animals and all farm livestock; and all things required for the care, feeding, use, transportation, and husbandry thereof;
13. All pets, including cats, dogs, birds, fish, or whatever other of the animal kingdom has been gifted or otherwise acquired: whether kept indoors or outdoors; with all fixtures, vehicles, and housings required for their protection, feeding, care, transportation, shelter, and whatever other needs may arise;
14. All vehicles, autos, trucks, four-wheel vehicles, trailers, wagons, motorcycles, bicycles, tricycles, wheeled conveyances of any kind, motorized or otherwise, in which Debtor has an interest;
15. All computers, computer-related equipment and accessories, flash drives, electronically stored files or data, telephones, electronic equipment, office equipment and machines;
16. All visual reproduction systems, aural reproduction systems, motion pictures, films, video tapes, audio tapes, sound tracks, compact discs, i-pods, phonograph records, film, video and aural production equipment, cameras, projectors, etc.;
17. All manuscripts, books, booklets, pamphlets, treatises; treatments, monographs, stories, written material, libraries, plays, screenplays, lyrics, songs, music;

18. All books and financial records of Debtor;
19. All trademarks, registered marks, copyrights, patents, proprietary data and technology, inventions, intellectual property, royalties, good will;
20. All public or private scholastic degrees, titles, credentials, medals, trophies, honors, awards, recognitions, meritorious citations, certificates from apprenticeship training and/or continuing education programs, etc., from whatever source, for whatever trade, occupation, work, or endeavor;
21. All military (Army, Navy, Air Force, Marine, National Guard, etc.) discharge papers, and the like;
22. All records, diaries, journals, photographs, negatives, transparencies, images, video footage, film footage, drawings, sound records, audio tapes, video tapes, computer production or storage of all kinds whatsoever;
23. All fingerprints, footprints, palm prints, thumbprints, RNA materials, DNA materials, genes, blood fractions, biopsies, surgically removed tissue, bodily parts, organs, hair, teeth, nails, semen, urine, other bodily fluids or matter, voice-print, retinal images, and the descriptions thereof; and all other corporal identification factors, and said factors' physical counterparts in any form; and all records, record numbers, and information pertaining thereto;

24. All biometric data, records, information, and processes not elsewhere described; the use thereof and the use of the information contained therein or pertaining thereto;
25. All rights to obtain, use, request, refuse, or authorize the administration of any food, beverage, nourishment, or water, or any substance to be infused or injected into or affecting the body by any means whatsoever;
26. All rights to obtain, use, request, refuse, or authorize the administration of any drug, manipulation, material, process, procedure, ray, or wave which alters or might alter the present or future state of the body, mind, spirit, free will, faculties, and self by any means, method, or process whatsoever;
27. All keys, locks, lock combinations, encryption codes or keys, safes, secured places, and security devices, security programs, software, user names, passwords, machinery, or devices related thereto;
28. All rights to access and use utilities upon payment of the same unit costs as the comparable units of usage offered to most- favored customers, inter alia: cable, electricity, garbage, gas, internet, satellite, sewage, telephone, water, and all other methods of communication, energy, transmission, and food or water distribution;
29. All rights to barter, buy, contract, sell, or trade ideas, products, services, or work;
30. All rights to create, invent, adopt, utilize, or promulgate any system or means of currency, private money, medium of exchange, coinage, barter, economic exchange, bookkeeping, record-keeping, and the like;
31. All rights to use any free, rented, leased, fixed, or mobile domicile, as though same were a permanent domicile; and to be free from requirement to apply for or obtain any government license or permission, permit and otherwise; and to be free from entry, intrusion, or surveillance, by any means, regardless of duration of lease period;
32. All rights to manage, maneuver, direct, guide, or travel in any form of automobile or motorized conveyance whatsoever without any requirement to apply for or obtain any government license, permit, certificate, or permission of any kind whatsoever;
33. All rights to marry and procreate children, and to rear, educate, train, guide, and spiritually enlighten any such children, without any requirement to apply for or obtain any government license, permit, certificate, any vaccinations, or permission of any kind whatsoever;
34. All rights to buy, sell, trade, grow, raise, gather, hunt, trap, angle, and store food, fiber, and raw materials for shelter, clothing, and survival;
35. All rights as outlined in the "Constitution of Canada" and the Honorable "Canadian Bill of Rights";
36. All rights to exercise freedom. of religion, worship, use of sacraments, spiritual practice, and expression without any abridgement of free speech, or the right to publish, or the right to peaceably assemble, or the right to petition government for redress of grievances, or the right to petition any military force of Canada for physical protection from threats to the safety and integrity of person or property by either "public" or "private" sources;
37. All rights to keep and bear arms for defense of self, family, and parties entreating physical protection of person or property.
38. All rights to create, preserve, and maintain inviolable, spiritual sanctuary and receive into same any and all parties requesting safety and shelter;
39. All rights to create, carry, and use private documents of travel of any kind whatsoever, inter alia: those signifying diplomatic status and immunity as a free, independent Sovereign;
40. All claims of ownership or certificates of title to the corporeal and incorporeal hereditaments, hereditary succession and all innate aspects of being, i.e., body, mind, spirit, free will, faculties, and self;
41. All rights to privacy and security in person and property, inter alia: all rights to safety and security of all household or sanctuary dwellers or guests, and all papers and effects belonging to Debtor or any household or sanctuary dwellers or guests, from governmental, quasi-governmental, de facto governmental, or private

intrusion, detainer, entry, seizure, search, surveillance, trespass, assault, summons, or warrant, except with proof of superior claim duly filed in the Commercial Registry by any such intruding party in the private capacity of such intruding party, notwithstanding whatever purported authority, warrant, order, law, or color of law maybe promulgated as the authority for any such intrusion, detainer, entry, seizure, search, surveillance, trespass, assault, summons, or warrant;

42. All names used and all Corporations Sole executed and filed, or to be executed and filed, under said names;
43. All intellectual property, inter alia: all speaking and writing; All thoughts, beliefs, world views, emotions, psychology, etc.;
44. All signatures and seals;
45. All signatures on all applications for and all value associated with all licenses foreign and domestic;
46. All present and future retirement incomes and rights to such incomes issuing from all accounts;
47. All present and future medical and healthcare rights; and rights owned through survivorship, from all accounts;

48. All applications, filings, correspondence, information, images, identifying marks, image licenses, travel documents, materials, permits, registrations, and records and records numbers held by any entity, for any purpose. however acquired, as well as the analyses and uses thereof, and any use of any information and images contained therein, regardless of creator, method, location, process, or storage form, inter alia: all processed algorithms analyzing, classifying, comparing, compressing, displaying, identifying, processing, storing, or transmitting said applications, filings, correspondence, information, images, identifying marks, image licenses, travel documents, materials, permits, registrations, records and records numbers, and the like;
49. All signatures on all applications for and all value associated with all library cards;
50. All credit, charge, and debit cards, mortgages, notes, applications, card numbers, and associated records and information;
51. All credit of Debtor;
52. All signatures on and all value associated with all traffic citations/tickets;
53. All signatures on and all value associated with all parking citations/tickets;
54. All value from all court cases and all judgments, past, present, and future, in any court whatsoever; and all bonds, orders, warrants, and other matters attached thereto or derived therefrom;
55. All precious metals, bullion, coins, jewelry, precious jewels, semi-precious stones, mounts; and any storage boxes, receptacles and depositories within which said items are stored;
56. All tax correspondence, filings, notices, coding, record numbers, all benefit from social security account # **[social insurance number]**; and any information contained therein, wherever and however located, and no matter by whom said information was obtained, compiled, codified, recorded, stored, analyzed, processed, communicated, or utilized;
57. All bank accounts, all brokerage accounts, stocks, bonds, certificates of deposit, drafts, futures, insurance policies, investment securities, all retirement plan accounts, Individual Retirement Accounts, money market accounts, mutual funds, notes, options, puts, calls, pension plans, savings accounts, stocks, warrants, securities, benefits from trusts, Employment Insurance (EI), Canada Pension Plan (CPP), Canada Income Tax (CIT);
58. All accounts, deposits, escrow accounts, lotteries, overpayments, prepayments, prizes, rebates, refunds, returns, claimed and unclaimed funds; and all records and records numbers, correspondence, and information pertaining thereto or derived there from;
59. All stockpiles, collections, buildups, amassment, and accumulations, however small, of Federal Reserve Notes (FRNs), gold certificates, silver certificates; and all other types and kinds of cash, coins, currency, and money delivered into possession of Secured Party;
60. All drugs, herbs, medicine, medical supplies, cultivated plants, growing plants, inventory, ancillary equipment, supplies, propagating plants, and seeds; and all related storage facilities and supplies;
61. All fitness and/or sports equipment intended to increase vitality, fitness, and health; and whole food complexes, vitamin, mineral, and other supplements to the diet for the same health and fitness purposes; and all juicers, grinders, dehydrators, and storage and delivery devices or equipment;
62. All products of and for agriculture; and all equipment, inventories, supplies, contracts, and accoutrements involved in the planting, tilling, harvesting, processing, preservation, and storage of all products of agriculture;
63. All plants and shrubs, trees, fruits, vegetables, farm and garden produce, indoors and out, watering devices, fertilizers and fertilizing equipment, pots, collections of plants, e.g., bonsai, dry or live assortments of flowers and plants, or anything botanical;
64. All farm, lawn, and irrigation equipment, accessories, attachments, hand tools, implements, service equipment, parts, supplies, and storage sheds and contents;
65. All fuel, fuel tanks, containers, and involved or related delivery systems;
66. All metal-working, woodworking, and other such machinery; and all ancillary equipment, accessories, consumables, power tools, hand tools, inventories, storage cabinets, tool boxes, work benches, shops, and

facilities;

67. All camping, fishing, hunting, and sporting equipment; and all special clothing, materials, supplies, and baggage related thereto;
68. All rifles, guns, bows, crossbows, other weapons, and related accessories; and the ammunition, reloading equipment and supplies, projectiles, and integral components thereof;
69. All radios, televisions, communication equipment, receivers, transceivers, transmitters, antennas, towers, etc.; and all ancillary equipment, supplies, computers, software programs, wiring, and related accoutrements and devices;
70. All power-generating machines or devices; and all storage, conditioning, control, distribution, wiring, and ancillary equipment pertaining to or attached thereto;
71. All devices, engines, fixtures, fans, plans needed for the production or storage of electrical energy;
72. All computers and computer systems and the information contained therein; as well as all ancillary equipment, printers, and data compression or encryption devices, processes, and processors;
73. All office and engineering equipment, furniture, ancillary equipment, drawing tools, electronic and paper files, and items related thereto;
74 All water wells and well-drilling equipment; and all ancillary equipment, chemicals, tools, and supplies;
75. All shipping, storing, and cargo containers, and all chassis, truck trailers, vans, and the contents thereof; whether on-site, in transit, or in storage anywhere;
76. All building materials and prefabricated buildings; and all components or materials pertaining thereto, before or during manufacture, transportation, storage, building, erection, or vacancy while awaiting occupancy thereof;
77. All communications and data; and the methods, devices, and forms of information storage and retrieval, and the products of any such stored information;
78. All artwork and supplies, paintings, etchings, photographic art, lithographs, and serigraphs, etc.; and all frames and mounts pertaining to or affixed thereto;
79. All food; and all devices, tools, equipment, vehicles, machines, and related accoutrements involved in food preservation, preparation, growth, transport, and storage;
80. All construction machinery; and all ancillary equipment, fuels, fuel additives, supplies, materials, and service equipment pertaining thereto;
81. All medical, dental, optical, prescription, and insurance records, records numbers, and information contained in any such records or pertaining thereto;
82. The Last Will and Testament from any source;
83. All inheritances gotten or to be gotten;
84. All wedding bands and rings, watches, and jewelry;
85. All household goods and appliances, linen, wardrobe, toiletries, furniture, kitchen utensils, cutlery, tableware, cooking utensils, pottery, antiques; etc.;
86. All musical instruments, whether new or old, including brass, woodwinds, percussion, strings, etc.;
87. All children's toys, clothing, playthings, and possessions of any type or amount;
88. All businesses, corporations, companies, trusts, partnerships, limited partnerships, organizations, proprietorships, and the like, now owned or hereafter acquired; and all books and records thereof and therefrom; all income therefrom; and all accessories, accounts, equipment, information, inventory, money, spare parts, and computer software pertaining thereto;
89. All ownership, equity, property, and rights to property now owned or held or hereafter acquired in all businesses, corporations, companies, partnerships, limited partnerships, organizations, proprietorships, and the like; and all books and records pertaining thereto; all income therefrom; and all accessories, accounts, equipment, information, inventory, money, spare parts, and computer software pertaining thereto;
90. All packages, parcels, envelopes, or labels of any kind whatsoever which are addressed to, or intended to be addressed to, Debtor or natural **man** Secured Party, whether received or not received;
91. All telephone numbers;
92. All signatures on all applications for and all value associated with all certificates of birth documents of the natural **man** Secured Party, and all said documents themselves; Registration Number [registration number]-Alberta.
93. All signatures on all applications for and all value associated with all certificates of birth documents of all children and grandchildren of the natural **man** Secured Party, and all said documents themselves; [child #1] born [birthdate], [child #2] born [birthdate]
94. All signatures on all applications for social insurance numbers, and all value. associated with all accounts, **[social insurance number]**;
95. All signatures on all applications for social insurance numbers for all children and grandchildren of the natural **man** Secured Party, and all value associated with all accounts.

96. All value associated with the private contract trust account number of the natural **man** Secured Party: **[social insurance number without spaces]**;
97. All value associated with the private contract trust account numbers of all his children under the age of twenty one; [child #1] born [birthdate] [child #2] born [birthdate] natural **man** Secured Party;
98. All signatures on all applications for and all value associated with Driver License **#: [driver's license number] - Alberta**;
99. All signatures on all applications for and all value associated with all passports for the natural **man** Secured Party - Passport Number [passport number] and his children under the age of twenty one; [child #1] born [birthdate] [child #2] born, [birthdate].
100. All documents as recorded in the public record by and for the natural **man** Secured Party as indicated herein;
101. All signatures on all applications for and all value associated with all marriage licenses; [marriage license number], Registration Number [registration number] Alberta
102. All private and public marriage contracts; [marriage license number], Registration Number [registration number] Alberta
103. All signatures on all applications for and all value associated with all professional licenses;
104. All private addresses of the natural **man** Secured party as indicated herein;
105. All signatures on all applications for and all value associated with all public addresses;
106. All private, registered, bond/account numbers; and all bonds and notes tendered to any and all entities, including the Department/Treasury of Canada, banks, creditors, corporations, etc.;
107. Any and all property not specifically listed, named, or specified by make, model, serial number, etc., is expressly herewith included as collateral of the natural **man** Secured Party.

LEGAL NOTICE AND DEMAND - ATTACHMENT "B" - DEFINITIONS

ATTACHMENT "B" - DEFINITIONS

1. **Unlawful Arrest**: Means restricting a man or woman's right to move about freely without the proper use of a lawful signed by a judge of competent jurisdiction while under oath. This includes unnecessary use of restraint devices, traffic stops, raids, or any other type of interaction, when an officer is presented with and ignores a "Notice and Demand," "Public Servants Questionnaire," "Right to Travel" Documents, or other documents notifying the officer of the sovereign, lawful rights of the Natural Man or Woman Secured Party, created by God, who is not to be confused with the Corporate Fiction "Strawman" which was created by the state. This includes arrest when a Natural Man or Woman Secured Party is incarcerated for refusing to sign any citation; arrest due to contempt of court when he or she is not violent or a physical threat to the court; arrest by Internal Revenue Service for failure to produce books, records, or other documents; arrest and refusal of Habeas Corpus; arrest for conspiracy of any kind without lawfully documented lawfully documented affidavits from at least three (3) eye witnesses, signed under oath and penally of perjury.

2. **Illegal Arrest**: Means same as above item # 1, "**Unlawful Arrest.**"

3. **Unlawful Detention**: Means restraining a Natural Man or Woman Secured Party's freedom of movement, and/or Right to Travel, against his will for more than sixty (60) seconds without a property authorized lawful warrant signed by a judge of competent jurisdiction while under oath. This includes routine traffic stops, raids, random identification checks, security checks, only after the officer, agent, or representative has been notified by the Natural Man or Woman Secured Party of his status and after the officer has been given documents to prove said status, along with up to ten (10) minutes for officer to examine said documents.

4. **Unlawful Distraint**: Means seizure or taking of any property that is lawfully owned or in possession of the Natural Man or Woman Secured Party without proper probable cause, and/or due process, and lawful warrant. This includes any seizure by any officer, agent, representative, in any capacity, or relationship with "Canada" or any of its agencies, contractors, subdivisions, subsidiaries, or the like.

5. **Lawful Warrant**: Means a warrant that follows the provisions of the uniform and common law of CANADA.

6. **Right to Speedy Trial**: Means trial will commence within 90 days of the date of arrest.

7. **Interstate Detainer**: Means the same as unlawful detainer as when involving a Natural Man or Woman Secured Party and involving more than one agency or state of the corporation, or any representative, agent,

or officer who has any agreement with, contract with, or permission to act on behalf of any municipal corporation of "CANADA" or any subsidiary or sub-corporation thereof.

8. **Unlawful Restraint**: Means any action by any officer, agent, representative, contractor, associate, officer of the court, or the like, to prevent, coerce, intimidate, hinder, or in any way limit the right of a Natural Man or Woman Secured Party from any type of freedom of legal/ lawful speech, travel, movement, action, gesture, writing, utterance, or enjoyment of any right or privilege that is commonly enjoyed by any member of the public, or any Sovereign.

9. **Freedom of Speech**: Means the right to speak open and plainly without the fear of reprisal. This includes the right of a Natural Man or Woman Secured Party to speak at hearings and trials, before magistrates, judges, and officers of the court, agents, representatives, or the like, of "CANADA." It also means that no attempt to suppress this right will be made by any officer of the court or of "CANADA" corporation. No judge or officer of any court or tribunal will threaten contempt of court for free speech by any Natural Man or Woman Secured Party.

10. **Bank of Canada (CAD) Dollars**: Means the currently recognized medium of exchange as used by the general public at the time of offense, at par value, equal to a one ounce silver dollar equivalent per each dollar unit, as represented in a claim. All claims and damages will be paid at par value as indicated. Par value will be established by written law or the value established by the ROYAL CANADIAN MINT, whichever is higher at the time of the offense, for the purchase of an official, one troy ounce, .999 fine silver or gold coin.

11. **Obstruction of Justice**: Means any attempt by any officer of the court or representative of any agency that represents the "CANADA," or any of its subdivisions, agencies, contractors, etc., to deprive, hinder, conceal, coerce, or threaten a Natural Man or Woman Secured Party in an attempt to prevent any and every opportunity to legally/lawfully
defend himself by attempting to produce and file lawful documents and or testimony to agents, officers, judges, magistrates, the court, clerk of the court, representatives, or investigators in order to settle any legal/lawful controversy. This also includes any attempt by a judge or officer of the court to hinder the Natural Man or Woman Secured Party from filing, recording, admitting, presenting, discussing, questioning, or using any evidence, document, paper, photographs, audio and/or video recordings, or any other type of evidence that he desires to submit as evidence in any type of court proceeding. The determination of what is evidence and what will be admitted is to be solely determined by the Natural Man or Woman Secured Party. Any evidence will be tried on merits of the lawful content and validity. Any judge or officer of the court who attempts to suppress or dismiss legal or lawful evidence will voluntarily surrender all bonds, insurance, property, corporate property, bank accounts, savings accounts, or any corporate property of value to the Natural Man or Woman Secured Party upon written demand and surrender all rights to and defenses against said property. This also includes evidence that is supported by case law. This includes attempts by any officer of the court to make motions, to issue orders such as gag orders, or to use any other means of keeping information suppressed from the public or the official record. The determination of whether the acts of the court are an attempt to suppress evidence will be solely determined by the Natural Man or Woman Secured Party. This also includes the provision as indicated in item # 18 **"Racketeering** and Canada, Sections 467.11 to 467.13"

12. **Excessive Bail**: Means any amount of bail set at an unreasonable rate. This also means bail in excess of the amount of the fine, penalty, or penal sum that is associated with the alleged crime committed. This also means that if a Natural Man or Woman Secured Party has lived as an upstanding member in a community or area for more than one year, works a regular job, or is a member of or involved with a church group, civic group, community enterprise, or can produce at least two affidavits from members of his community or area stating that he is involved with his community, he cannot be held without bail as a flight risk or a threat to society. If the Natural Man or Woman Secured Party can produce at least four (4) affidavits stating that he lives, works, and is involved in his community, or the prior community in which he lived, he must be released on his own recognizance without any bail required. This provision does not apply to anyone charged with rape, murder, or violent crimes.

13. **Cruel and Unusual Punishment**: Means physical violence of any type or form that is used against a Natural Man or Woman Secured Party and that causes invisible or undetectable or visible physical injury, e.g., marks, scrapes, scratches, bruises, abrasion, avulsions, fractures, sprains, restraint marks, dislocations, punctures, cuts,

loss of blood, loss of body fluids, etc. This includes any other type of physical stress to the body or any chemically- induced, altered mental state of the Natural Man or Woman Secured Party. This also includes any attempt to incarcerate; restrain; question; detain;
withhold food when requested; withhold drink when requested; withhold medications as requested; withhold use of bathroom facilities and supplies when requested; withhold reading and writing materials; withhold communication with friends, family, legal counsel, and religious counsel; withhold proper clothing as needed for comfort; withhold blankets when requested; withhold hot and cold water for showers; withhold freedom when requested. This also includes ridicule, coercion, threats, verbal insults, rude and offensive language, veiled threats, or any other type of mental stress or anguish.

14. **Conspiracy**: Means the cooperation of two or more persons working together to restrict, suppress, inhibit, or in any way deprive a Natural Man or Woman Secured Party of any right, benefit, or privilege that would ordinarily be offered by CANADA, Canada and canada.

15. **Victim**: Means any Natural Man or Woman Secured Party who has received direct damages to himself or his property as the result of an unlawful or illegal act by another.

16. **Victimless Laws**: Means any law that is passed or presumed to be passed that creates a violation of law in which no Natural Man or Woman Secured Party has been damaged. This includes any statute, ordinance, regulation, policy, or color of law provision. These types of laws will not be used in any action, of any kind, against any Natural Man or Woman Secured Party.

17. **Aiding and Abetting**: Means the efforts of any officer, agent, or representative of CANADA or officer of the court to assist another of the same to hinder, coerce, restrict, resist, suppress, or deprive in any way, a Natural Man or Woman Secured Party from receiving any and all rights, benefits, or privileges, as provided by Canada that would normally be offered to the general Canadian public, or to a Sovereign. This also includes the provisions as provided in item # 18 "**Racketeering**" and suppression of evidence.

18. **Racketeering**: Means any attempt by any two or more officers of the corporation to restrict, suppress, coerce, manipulate, inhibit, or in any way deprive a Natural Man or Woman Secured Party from receiving every right, benefit, or privilege that is outlined by Constitution of Canada and/or the Honorable "Canadian Bill of Rights." This also includes any effort by the officers of the court to hinder in any way the introduction of evidence, law, facts, affidavits, statements, witness testimony, or any information that is considered relevant by the Natural Man or Woman Secured Party, or any attempt to prevent a jury from hearing this evidence. This also includes any attempt to prevent this evidence from being heard in a public forum and before any and all members of the general public, as many as can be accommodated by the main courtroom. All hearings, tribunals, or trials will be held in a public place; and any and all members of the general public will be allowed to attend, without restriction. This also includes questioning and/or interrogation by police officers before, during, and after an arrest.

19. **Federal Zone**: Means any land, property, building, area, zone, 911 zone, or postal zone that is presumed to be within the territorial jurisdiction of CANADA or any of its representatives as defined herein. This does not include any land, property, building, structure, dwelling, area, zone that is held by deed, title, warranty deed, contract, or any written or verbal agreement, or any such thing by a Natural Man or Woman Secured Party non domestic to CANADA. All privately held properties of any type that are being held by any Natural Man or Woman Secured Party are excluded from any federal zone or any jurisdiction of any representatives of CANADA or any of its territories. This is fact and may be presented in any court by affidavit of any Natural Man or Woman Secured Party of interest involved in any interaction with "CANADA" or any of its representatives, as outlined in this contract.

20. **Province and Territories**: Means any of the ten provinces and three territories areas known as CANADA which is not the same as the "CANADA" corporation. The Natural Man or Woman Secured Party will also determine whether or not his land is a part of the jurisdiction of the "CANADA"; and his decision shall not be challenged by any representative of the "CANADA." The Natural Man or Woman Secured Party will determine if the alleged offense occurred within the limits of "CANADA." A violation of this provision will be Unlawful Determination and punishable as indicated by this contract agreement.

21. **Trespassing/Trespass**: Means the entry into or onto the domain, property, residence, area, location, grounds, dwellings, buildings, barns, sheds, caves, structures, lands, storage areas, tunnels, automobiles, trucks, safe

houses, underground shelters, automobiles, motor vehicles, recreational vehicles, boats, planes, trains, ships, containers, vans, heavy equipment, farm implements, culverts, driveways, trees, yards, real property, real estate, land, etc., of the Natural Man or Woman Secured Party without his express written permission, or without a lawfully executed warrant. Any and all agents or representatives of the corporation will fully and completely observe any and all protections as outlined in the laws and statutes of Canada. Any personal property that is damaged, lost, stolen, or misplaced, etc., will be recoverable as indicated in this Notice and Demand document. I solemnly swear and affirm that I do not have any illegal contraband on my property; I have never had any illegal contraband on or around my property and never will. Any contraband, if it is found on my property, would have been placed there by the officers or agents during the time of trespass. I simply do not allow it on my property. Contraband or illegal items if they are found in a search do not belong to me and may not be used in any attempt in any claim against me. Any and all officers, agents, and representatives of the corporation will be held individually liable for the full amount of damages as outlined in this Notice and Demand document for trespassing.

22. **Natural Man or Woman Secured Party**: Means any flesh and blood, living, breathing Man or Woman, created by God, who notifies any representative of the corporation, verbally or in writing, that he is a Sovereign, Non "CANADA" corporate citizen, free man or free woman, and not subject to the jurisdiction of the corporation or any of its representatives. This is not to be confused with the Fictitious Legal Entity that was created by Canada and/or a province and is represented by an ALL CAPITAL LETTER NAME. Any attempt to notify any officer, agent, or representative of the status of the Natural Man or Woman Secured Party will be sufficient notice. Sufficient notice will be determined by oath, statement, or affidavit by the Natural Man or Woman Secured Party; and the validity of such will not be challenged by any officer of the court.

23. **County, Town or City**: Means any subdivision of a province or territory of "Canada." This subdivision excludes any jurisdiction, zone, or territory of "CANADA" corporation that is described by the Natural Man or Woman Secured Party in ALL CAPITAL LETTERS. Any dispute over any errors contained in spelling or grammar will be resolved at the discretion of the Natural Man or Woman Secured Party and will not be challenged by any representative of the corporation.

24. **Agency, Entity, Department, Subdivision, Subsidiary, Contractor, Employee, Inspector, Investigator, Organization, Officer, Agent, Authorized Representative, Policeman, Participant**: Means any person, corporation, or entity of any kind which works for, is compensated all or in part by, receives funds from, collects funds for, contracts with, receives any benefit from, receives any privilege from, participates with, has allegiance to, or in any way has a relationship with the "CANADA or any of its subsidiaries, sub-corporations, departments, or agencies, etc.

25. **Contract**: Means any agreement in writing that has been offered for review and acceptance by another party wherein the offering party has ten (10) days or more, or as stipulated in the contract, to review, respond, accept, or rebut any provisions of the contract as indicated in the contract. Non response on the part of the receiving party or agent of the receiving party will be a lawful offer and acceptance of all the terms and conditions contained in said contract. Rebuttal by the receiving party of any provision of the contract by any other means than is indicated in the contract will be non response. Return of the contract unopened and/or without review will be acceptance of all conditions of said contract. Recording the contract with the clerk of court or any public records officer will be a lawful offer and notification and will be presentment to all officers of the court in that state or county. **Notice to Agent is Notice to Principal. Notice to Principal, is Notice to Agent.**

26. **False Imprisonment**: Means any attempt by any officer of the court or corporation to incarcerate any Natural Man or Woman Secured Party against his will and/or against any and all protections of the laws and provisions of the "Constitution of Canada" and/or the Honorable "Canadian Bill of Rights".

27. **Representative**: Means any agent, agency, department, officer, investigator, entity, subsidiary, sub-corporation, contractor, employee, inspector, individual, or corporation that has any affiliation or association with, collects or distributes funds for, does any task for, receives any benefit or privilege from, of, or for the "CANADA." This includes anyone or anything that represents the interests of, or is being funded by, or receives funds from, or has any attachment to the "CANADA" or any of its subdivisions or sub-corporations.

28. **Corporation**: Means any representative, agency, sub-corporation, contractor, or any person or entity that is employed by, receives or distributes funds for, receives any benefit or privilege from, or has any relationship of any kind with the "CANADA" corporation.

29. **Interpretation**: Means if any conflict arises concerning the definition of any of the terms and/or conditions of this contract, the conflict concerning the meaning of the term or condition will be decided by the Natural Man or Woman Secured Party. His decision will be final and not subject to review or argument. No liability or penalty will be incurred by the Natural Man or Woman Secured Party due to his interpretation of such terms and or conditions.

30. **Corporate Capacity**: Means acting for, or on behalf of, a corporation, or government entity, while under law or color of law.

31. **Legal counsel**: Means anyone that a Natural Man or Woman Secured Party chooses to have as legal assistance of counsel, whether counsel is licensed or not, or a member of the Bar Association. Counsel may assist, represent, speak on behalf of, write cases for, or perform any act in or out of court for the Natural Man or Woman Secured party without any hindrance, threat, prosecution, charge, repercussion, etc., from any officer of the court, or representative of the "CANADA" corporation, or any representative, officer, or agent thereof.

32. **Abuse of Authority**: Means anyone who denies, withholds, refuses, deprives, limits, inhibits, counteracts, conceals any right, benefit, protections, or privilege, as protected by the "Constitution of Canada" and/or the Honorable "Canadian Bill of Rights." This includes arrest or detainment without documented evidence that a lawful crime has been committed by the Natural Man or Woman Secured Party. This includes use of restraint devices on a Natural Man or Woman Secured Party and/or physical abuse that makes or does not make any marks, scars, cuts, abrasions, or the like. This also includes denial of lawful Due Process, Habeas Corpus, Excessive Bail, Unlawful Arrest, Unlawful Detention, or the like, as outlined in this contract.

33. **Verbal Abuse**: Means the use of offensive and/or threatening, spoken words, body language, and non-verbal gestures or actions by any representative of the corporation as defined herein upon a Natural Man or Woman Secured Party. lf a controversy arises about an incident, the version told by the Natural Man or Woman Secured Party will be accepted as truth and will not be contested.

34. **Assault and Battery with Weapon**: Means any actual, threatened, or perceived use of any weapons, by any representative of the "CANADA" corporation, against the Natural Man or Woman Secured Party or his, that creates an atmosphere of fear for the Natural Man or Woman Secured Party. This includes non lethal weapons such as tazers, stun guns, mace, pepper spray, any chemical used to incapacitate, rubber bullets, shock force weapons, electronic weapons, or any other type of weapon that may be used to control or to create fear. If a conflict arises about the events, the version told by the Naturel Man or Woman Secured Party will be accepted as truth and will not be contested.

35. **Unfounded Accusations**: Means any accusation, charge, or claim, civil or criminal or in admiralty, that is alleged or made by any representative of the "CANADA" corporation as defined herein that is not proven by written, documented evidence presented under oath and penalty of perjury by an authorized agent or representative of the
corporation. The accuser has eight (8) hours to provide said documents to be reviewed and to put them into the possession of the Natural Man or Woman Secured Party; and failure to do so will be Unfounded Accusations and subject to the penalties contained herein.

36. **Encroachment**: Means to invade, intrude, or in any way prevent a Natural Man or Woman Secured Party the full and complete use of property, including trespass or impeding ingress or egress to the property of a Natural Man or Woman Secured Party; and to limit the ability of a Natural Man or Woman Secured Party to freely access, claim, hold, possess, use, convey, sell, rent, lease, barter, exchange, or in any way make full and unfettered use of his property. This includes the application of unlawful liens and encumbrances of any and all property including wages; salaries; stocks; bonds; bank accounts (foreign or domestic); savings accounts; contents of safety deposit boxes; gold; silver; notes; insurance funds; annuities; retirement accounts; social insurance benefits; motor vehicles; automobiles; recreational vehicles; land; real estate; homes; structures; roads; driveways; personal property of any kind that is held by title, deed, contract, agreement (written or verbal), or is in possession of a Natural Man or Woman Secured Party. This includes, but is not limited to,

traffic stops; searches of vehicles; home invasion; confiscation of any lawful property owned by, in possession of, or under the control of the Natural Man or Woman Secured Party.

37. **Assault and Battery without a Weapon**: Means the verbal abuse or physical contact, of any kind, upon a Natural Man or Woman Secured Party without his express voluntary written consent. If a conflict arises about the facts involving the incident, the version as told by the Natural Man or Woman Secured Party will be accepted as truth, without question, and will not be contested.

38. **Abuse of Due Process**: Means any action against a Natural Man or Woman Secured Party, when said action does not abide by all the rights and defenses contained in or represented by the "Constitution of Canada and/or the Honorable "Canadian Bill of Rights." This includes any charge, or claim, civil or criminal, or in admiralty, that is alleged or made by any representative of the "CANADA" corporation.

39. **Denial of Due Process**: Means any attempt by any officer of the court and or corporation to deny, deprive, restrict, prevent, or in any way inhibit the proper Due Process to any Natural Man or Woman Secured Party as outlined in the "Constitution of Canada" and/or the Honorable "Canadian Bill of Rights." Any public law, statute, regulation, ordinance, home rule, etc., that is incompatible with the aforementioned Constitution of Canada and/or Honorable "Canadian Bill of Rights" is null and void and will not be used in any action against any Natural Manor Woman Secured Party.

40. **Unlawful Detainer**: Means any attempt by any officer of the court or representative of the corporation to arrest, check, hinder, delay, possess, hold, keep in custody, restrain, retard, stop, withhold a Natural Man or Woman Secured Party without affording him every protection as outlined by the “Constitution of Canada" and/or the Honorable Canadian Bill of Rights.” Any public law, statute, regulation, ordinance or the like will be null and void and will not be used in any action in which a Natural Man or Woman Secured Party is involved.

41. **Reckless Endangerment**: Means any attempt by any officer of the court or corporation as defined herein to endanger, attempt or threaten to attempt to endanger the life or property of any Natural Man or Woman Secured Party. This includes dangerous driving in a car, use or threatened use of lethal or non lethal weapons or chemicals, improper use of
restraint devices, use of restraint devices on a non-combative Natural Man or Woman Secured Party. If a conflict arises as to whether or not reckless endangerment has occurred, the version of the Natural Man or Woman Secured Party will be considered as truth.

42. **Failure to Respond**: Means any attempt by any officer or representative of the corporation to ignore, inhibit, withhold, delay, or deny a request for information from a Natural Man or Woman Secured Party.

43. **Failure to Charge within Forty Eight (48) Hours**: Means any attempt by any officer or representative of a corporation to delay, inhibit, prevent, or in any way stop a Natural Man or Woman Secured Party from being lawfully charged by the court within forty eight (48) hours of arrest.

44. **Failure to Identify**: Means any time a Natural Man or Woman Secured Party has interaction with any officer or representative of the court or corporation, the officer or representative, must, upon request of the Natural Man or Woman Secured Party, provide proper identification, written proof of authority, state what his business is with the Natural Man or Woman Secured Party, complete a "Public Servants Questionnaire" in advance of arrest or detention, provide documentation properly identifying the officer or respondeat superior’s name and contact information, and any other relevant information as requested by the Natural Man or Woman Secured Party. The officer may not detain the Natural Man or Woman Secured Party for more than ten (10) minutes while he obtains and provides this information.
45. **Counterfeiting Statute Staple Securities Instruments**: Means any attempt by any officer or representative of a corporation to copy, duplicate, replicate any document that has "Statute Staple Securities Agreement” typed, printed, or hand written anywhere on the document, without the express, written, voluntary permission of the document's owner who is the Natural Man or Woman Secured Party who filed said document in the public record, or is in possession of said document, or who is the maker of said document. If a dispute about permission to duplicate arises, the statements of the Natural Man or Woman Secured Party will be accepted as fact without question and will not be contested.

46. **Coercion or Attempt to Coerce**: Means any attempt by any officer or representative of a corporation to threaten, intimidate, deprive, conceal, or in anyway prevent a Natural Man or Woman Secured Party from receiving and/or enjoying any right or privilege that is granted, outlined, or secured by "Constitution of Canada" and/or the Honorable "Canadian Bill of Rights", or allow another to do so.

47. **Purchase Price**: Means the new replacement costs of items of property at the time of replacement. This includes locating, packing, shipping, handling, delivery, set up, installation, and any other fee associated with total replacement of property.

48. **Destruction of Property**: Means any alteration, damage, deprivation, defacing, removing, changing, breaking, separating, removing parts from, erasing of files from, throwing, shooting, kicking, stomping, smashing, crushing, or the like of any property belonging to or in possession of the Natural Man or Woman Secured Party.

49. **Deprivation of Rights or Property**: Means the concealment of, keeping from, hiding of, obstructing of any rights, property, or privileges that are outlined or protected by the "Constitution of Canada" and/or the Honorable "Canadian Bill of Rights."

50. **Concealment**: Means withholding or keeping information that should normally be revealed, about property and/or rights from a Natural Man or Woman Secured Party. This includes keeping evidence or law from a jury that could favorably alter the outcome of a case to the benefit of the Natural Man or Woman Secured Party. No officer of any court or representative of any corporation may conceal any law and/or any evidence of any kind that is considered relevant by the Natural Man or Woman Secured Party, and/or fail to disclose any law that benefits the Natural Man or Woman Secured Party.

51. **Defacing**: Means the changing or altering the appearance of an item. This also includes changing or altering the meaning of laws, rights, property, documents, or any other thing that has value as determined by the Natural Man or Woman Secured Party.

52. **Constitution**: Means, for the purpose of this contract, "The Constitution of Canada" circa earliest in history.

53. **Bill of Rights**: Means, for the purposes of this contract, the original, Honorable "Canadian Bill of Rights" circa earliest in history.

54. **Rights and Defenses**: Means one's legal and/or lawful right and/or ability to defend himself in any action. Upon agreement, the defendant in an action may give up his right to defend himself in a given action. This includes tacit agreement or agreement by default; and the Natural Man or Woman Secured Party is never the defendant.

55. **Willingly**: Means that a Natural Man or Woman Secured Party is in full knowledge, understanding, agreement, and full consent, at all times, without fear of reprisal, threat, or coercion, during any interaction in which he is involved with any agent, officer, or representative of any court or corporation, including incorporated governments.

56. **Individual Capacity**: Means acting on one's behalf to do a thing. The officer, representative, agent, or the like may be acting under law or color of law and go outside of the capacity of the law and take on a personal liability.

57. **Artificial Person**: Means a fictitious entity that was created by the state for transacting commerce. This Artificial Man or Strawman is represented by the ALL CAPITAL LETTER NAME that appears to be spelled the same as the name of the Natural Man or Woman. When the Artificial Person is used in commerce by the Natural Man or Woman Secured Party, it is a transmitting utility.

58. **Agreement**: Means any contract which is expressed in writing by letters or marks, or expressed orally in spoken words or utterances by a Natural Man or Woman Secured Party. Any question of any agreement or contract will be resolved by an affidavit from the Natural Man or Woman Secured Party. His affidavit will be considered fact in any action or dispute, without question by any officer, agent, or representative of any corporation including incorporated governments.

59. **Unlawful Determination**: Means any statement, speech, gesture, writing, presentment, or the like that suggests an idea that negatively represents the character, actions, plans, procedures, customs, ways of a Natural Man or Woman Secured Party, or group of Natural Men or Women Secured Parties, that is not proven by documented, authorized, certified, evidence, on and for the record under penalty of perjury. This includes off color statements, accusations, or remarks by a judge or other officer of the court and any other representative of any corporation including incorporated governments.

60. **Statute Staple Securities Instrument**: Means an edict or proclamation from a Natural Man or Woman Secured Party.

61. **Clerk of the Public Record**: Means any clerk who records or files documents in the public record who is employed by a city, county, province, state, municipality, federal government, and/or international, multi-national, or multi-jurisdictional corporation, including incorporated governments.

62. **Public Record**: Means any document or record that is filed or recorded into the public record by the Natural Man or Woman Secured Party. For example, when this document is recorded at a Register of Deeds Office, it becomes a public record.

63. **Presumption**: Means legal assumption or inference that places the burden of proof or burden of production on the other party, but never on the Natural Man or Woman Secured Party. No presumption shall prevail against the Natural Man or Woman Secured Party without lawful, documented evidence that supports the presumption which is certified by the officers of the court, on and for the record under penalty of perjury.

64. **Unalienable Rights**: Means Natural Rights given by God as acknowledged by the Law of Nations such as, but not limited to, Right to Bear Arms; Freedom of Speech; Right to Trial by a Jury of one's Peers; Right to Due Process; Right of Habeas Corpus; Right to be Exempt from Levy as a Natural Man or Woman Secured Party Creditor; Right to be Secure in One's Private Papers and Effects.

65. **Right to Travel**: Means the right to freely move about and/or control any type of craft by whatever means, via land, sea, or air, without any interference by any officer, agent, employee, attorney, or judge that in any manner willfully causes adverse affects or damages upon the Natural Man or Woman Secured Party by an arrest, inhibition, detainment, restraint, deprivation, prevention, etc.

66. **Disrespect**: Means anything said or written to any Natural Man or Woman Secured Party, about him or his, that he does not like, including body language, or anything that makes him or any reasonable man uncomfortable or fearful.

67. **The Placing or Filing of an Unlawful Lien, Levy, Garnishment, or Attachment**: Means any attempt by any officer, agent, or representative of a corporation to place a lien, levy, garnishment, or attachment on the property or collateral of a Natural Man or Woman Secured Party, herein referred to as Secured Party. Any said officer, agent, or representative must first prove his authority to do so by lawfully documented evidence, furnishing all documents, forms, and papers as necessary to prove his authority to do so to a neutral, three (3) Notary Panel, hereinafter referred to as The Panel, selected by the Secured Party. Said officer, agent, or representative must guarantee in writing that the officer, agent, or representative signing said documents will be personally liable for any damages due to his unlawful and/or illegal actions.

He must supply bonds or other lawful funds to be held in trust by The Panel until The Panel determines if any actions of the officer, agent, or representative have violated any laws or caused damage to the Secured Party. The Panel will have the sole power to determine if any damage has occurred and will release the funds according to The Panel's adjudication.
The decision of The Panel will be final with no recourse. The surety bonds and/or funds held in escrow by The Panel must be at least four (4} times the estimated value of the property that is liened, levied, garnished, or attached. The assessment of value will be recorded via affidavit by the Secured Party and delivered to The Panel. The Panel's determination and the assessment thereof will be accepted as truth without question or recourse. Said officer, agent, or representative agrees to surrender, including but not limited to, any and all surety bonds, public and/or corporate insurance policies, CAFR funds, or corporate property as needed to satisfy any and all claims and/or assessments as filed against said officer, agent, or representative by the Secured Party. Said officer, agent, or representative agrees that any and all property or collateral with a current or existing lien will remain in the custody and control of the Secured Party until such time as a determination

has been made by a jury of twelve of the Secured Party's Peers as defined herein. In the event that a jury of twelve of the Peers cannot be convened or has not been convened within sixty (60) days from the date of the order of the lien, levy, attachment, or garnishment, any action against the Secured Party shall be dismissed with prejudice; and every lien, levy, attachment, or garnishment shall be released within ten (10) days and all property rights restored, unencumbered. The officer, agent, or representative who has authorized said lien, levy, attachment, or garnishment agrees to surrender any and all surety bonds, public and/or corporate insurance policies, CAFR funds, or corporate property as needed to satisfy any and all claims and/or assessments as filed against said officer, agent, or representative by the Secured Party.

68. **Peer**: Means a Natural Man or Woman Secured Party who has recorded into the public record documents to prove his sovereign status.

69. **Ignore**: Means to refuse or in any way to deny a lawful request by the Natural Man or Woman Secured Party to have an officer, agent, or representative provide completed legal documents.

70. **Natural Man or Woman**: Means a flesh and blood, living, breathing, biological man or woman created by God, as represented by the Upper and Lower Case Name, including "Natural Man or Woman," or "Real Man," or "Real Woman," or "Real Man/Woman." This is not to be confused with the Fictitious Legal Entity that was created by any "CANADIAN GOVERNMENT" and that is represented by the ALL CAPITAL LETTER NAME.

71. **Debtor**: Means the Fictitious Legal Entity that was created by any "CANADIAN GOVERNMENT" and that is represented by the ALL CAPITAL LETTER NAME.

Appendix "B" - Meads' Copyright and Trademark Notice

[RECORDING
REQUESTED BY
AND WHEN RECORDED
MAIL
TO:

Dennis Meads
without prejudice
c/o [...]-[...] Street
Alberta, Canada [T7Z 1L5]

NOTICE BY DECLARATION and AFFIDAVIT OF CONSEQUENCES FOR INFRINGEMENT OF COPYRIGHT TRADE-NAME/TRADEMARK

And same are accepted for value and exempt from levy.

PLAIN STATEMENT OF FACT

I depose and say as follows:

I, Dennis Larry Meads, a natural man and competent witness, do state with the first-hand knowledge the facts herein and in the nature of unalienable rights, claim, without prejudice, a commercial unlimited possessory security interest and common law right of, in and to my Copyright(s), Trademark(s) and Trade-Name(s) listed below.

I am the Secured Party of the herein said Copyright(s), Trademark(s) or Trade-Name(s), as supported by a voluntary Copyright Notice in my possession, date December 22 , 2011.

Copyright Notice: All rights reserved re common-law copyright of trade-name/trademark DENNIS LARRY MEADS© — including any and all derivatives and variations in the spelling, i.e. DENNIS LARRY MEADS, MEADS DENNIS LARRY, DENNIS L MEADS, MEADS D LARRY, D L MEADS, — Common Law Copyright © 2011 by Dennis Larry Meads. Said common-law trade-name/trademark, DENNIS LARRY MEADS©, may

neither be used nor reproduced, neither in whole nor in part, in any manner whatsoever, without the prior, express, written consent and acknowledgement of Dennis Larry Meads as signified by the red-ink signature of Dennis Larry Meads, hereinafter "Secured Party".

With the intent of being contractually bound, any juristic person, as well as the agent thereof, consents and agrees by this Notice that neither said juristic person nor agent thereof shall display, nor otherwise use in any manner, the common-law trade-name/trademark DENNIS LARRY MEADS©, nor the common-law copyright described herein, nor any derivative of, or any variation in the spelling thereof without the prior, express, written consent and acknowledgment of Secured Party, as signified by Secured Party's signature in red ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of DENNIS LARRY MEADS©, and all such unauthorized use is strictly prohibited.

Self-executing Contract/Security Agreement in Event of Unauthorized Use: By this Notice, both the juristic person and the agent thereof, hereinafter jointly and severally "User", consent and agree that any use of DENNIS LARRY MEADS©, other than authorized use as set forth herein, constitutes unauthorized use and counterfeiting of Secured Party's common-law copyrighted property, contractually binds User and renders this Notice a Security Agreement wherein User is Debtor and Dennis Larry Meads is Secured Party, and signifies that User:

(1) grants Secured Party a security interest in all of User's assets, land and personal property, and all of User's interest in assets, land and personal property, in the sum certain amount of $100,000,000.00 per each occurrence of use of the common-law copyrighted trade- name/trademark DENNIS LARRY MEADS©, as well as for each and every occurrence of use of any and all derivatives of and variations in the spelling of DENNIS LARRY MEADS©, plus costs, plus triple damages;

(2) authenticates this Security Agreement wherein User is Debtor and Dennis Larry Meads is Secured Party, and wherein User pledges all of User's assets, land, consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents, general intangibles, and all User's interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, wherever located, as collateral for securing User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's common-law copyrighted property;

(3) consents and agrees with Secured Party's filing in any county recorder's office wherein User is a Debtor and Dennis Larry Meads is Secured Party;

(4) consents and agrees that said filing described in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in all of User's property and interest in property pledged as collateral in this Security Agreement and described in paragraph "(2)" until User's contractual obligation theretofore incurred has been fully satisfied;

(5) consents and agrees with Secured Party's filing, as described in paragraphs "(3)" and "(4)", as well as the filing of any Security Agreement, as described in paragraph "(2)", in any county recorder's office;

(6) consents and agrees that any and all such filings described in paragraphs "(4)" and "(5)" are not, and may not be considered, bogus and that User will not claim that any such filing is bogus;

(7) waives all defenses; and

(8) appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor of Secured Party as set forth in "Payment Terms" and "Default Terms", granting Secured Party full authorization and power for engaging in any and all actions on behalf of User including, but not limited to, authentication of a record on behalf of User as Secured Party, at Secured Party's sole discretion, and as Secured Party deems appropriate, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest.

User further consents and agrees with all of the following additional terms of Self-executing Contract/Security Agreement in Event of Unauthorized Use:

Payment Terms: In accordance with fees for unauthorized use of DENNIS LARRY MEADS© as set forth herein, User hereby consents and agrees that User shall pay Secured Party all unauthorized use fees in full within ten (10) days of the date User is sent Secured Party's invoice, hereinafter "Invoice", itemizing said fees.

Default Terms: In event of non-payment in full of all unauthorized use fees by User within ten (10) days of date Invoice is sent, User shall be deemed in default and:

(a) all of User's property and property pledged as collateral by User as set forth in paragraph "(2)" immediately becomes, i.e. is, property of Secured Party;

(b) Secured Party is appointed User's Authorized Representative as set forth in paragraph "(8)"; and

(c) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner whatsoever at Secured Party's sole discretion including, but not limited to, sale at auction, at any time following User's default and without further notice any and all of User's property and interest, described in paragraph "(2)" formerly pledged as collateral by User, now property of Secured Party, in respect of this "Self-executing Contract/Security Agreement in Event of Unauthorized Use", that Secured Party, in Secured Party's sole discretion, deems appropriate.

Terms for Curing Default: Upon event of default, irrespective of any and all of User's former property and interest in property, described in paragraph "(2)", in the possession of, as well as disposed of by, Secured Party, as authorized by "Default Terms", User may cure User's default only re the remainder of User's said former property and interest, formerly pledged as collateral that is neither in the possession of nor otherwise disposed of by Secured Party within twenty (20) days of date of User's default only by payment in full.

Terms of Strict Foreclosure: User's non-payment in full of all unauthorized use fees itemized in Invoice within said twenty (20) day period for curing default as set forth in "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining former property and interest in property, formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty- (20) day default-curing period.

Ownership subject to common-law copyright and Security Agreement filed in the office of any county recorder. Record Owner Dennis Larry Meads, Autograph Common Law Copyright © 2011. Unauthorized use of "Dennis Larry Meads" incurs same unauthorized- use fees as those associated with DENNIS LARRY MEADS©, as set forth in paragraph "(1)" under "Self-executing Contract/Security Agreement in Event of Unauthorized Use".

Notice for tbe clerk for any county, town, city in Alberta and record court for original jurisdiction, is notice for all.

NOTICE: Using a notary on tbis document does not constitute any adhesion, nor does it alter My status in any manner. The purpose for notary is verification and identification only; not for entrance into any foreign jurisdiction.

I certify and solemnly affirm on my own commercial liability, under penalties of perjury by the Laws of Alberta and Canada, that I have read the contents herein and to the best of my knowledge and belief state same are true, correct, complete and not misleading.

"Dennis Larry Meads"

_____

Dennis Larry Meads, Secured Party, All

Rights Reserved

Province of Alberta)

) ss. JURAT

On the 22 day of December, 2011, Dennis Larry Meads personally appeared before me and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed hereto and acknowledged to me that he executed the same under oath or asseveration, and accepts the facts thereof: Subscribed and affirmed before me this day. Witness my hand and seal this 22 day of December, 2011.

Stamp

_____

Notary Signature

Theodore G. Kaklin
Barrister & Solicitor