



COURT Alberta Court of Justice (Civil)

COURT LOCATION **Calgary**
 Calgary Courts Centre, Suite 606-S, 601-5 Street SW
 Calgary AB T2P 5P7
 Phone: 403-297-7217 Fax: 403-297-7374

PLAINTIFF(S) Timothy Kohut

DEFENDANT(S) Kevin Kumar, and Colton Kumar and 1304139 B.C. LTD.

DOCUMENT **AMENDED**
Dispute Note
 (Check the applicable box)

without Counterclaim

with Counterclaim

with Counterclaim adding the following new party (or parties):

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Document Filed on Behalf of the Following Party (Parties): <u>Kevin Kumar, and Colton Kumar and 1304139 B.C. LTD.</u>			18 Years old or Over? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Address for Service (Building, Street, Apt, Unit, PO Box Number) 3705 40th ave			
City/Town Vernon	Province/Territory BC	Postal Code V1T 7E5	
Daytime Phone Number 250-306-7487	Cellular Phone Number	Fax Number for Service	
Email Address for Service UnitedWeStandPeople@Gmail.com			Represented by: <input type="checkbox"/> Lawyer <input type="checkbox"/> Student-at-law <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Self
Name of Lawyer / Student-at-law / Agent (if any)			
Firm Name (if any)			

WARNING - It is YOUR responsibility to notify the Court office and all other parties in writing of any change in your contact information or address for service. Failure to do so may result in court appearances being held, or an order or judgment being issued against you, without your knowledge.

NOTICE TO PLAINTIFF(S)

This document may contain a Counterclaim. If so, you are a "Defendant by Counterclaim". Failure to respond to a Counterclaim may result in a judgment being entered against you. Go to the end of this document to see what you can do and when you must do it.

1. I dispute the Civil Claim for the following reasons:
 (Explain which parts of the Civil Claim you do not agree with and why. Simply stating that you cannot afford to pay the claim is not a valid defence).

Point 3:

Kevin Kumar does not live in Ontario or Alberta. Ty Griffiths is a fictional character Kevin Kumar created for Hot Justice Reality TV .com is a fictional character approximately thirteen years ago. They are trying to make it sound like I made up an alias to hide my identity. That is like calling Arnald Schwartznagger the terminator in real life. We all know the terminator is a fictional character. I have supplied some videos of Ty Griffiths Hot Justice Reality.com to show you how ridiculous making believe I am trying to hide my identity as Ty Griffiths .

2. I admit the following parts of the Civil Claim:

Point 1: Agree

Point 2: Agree

Point 6A: Agree

Point 6C: Agree

3. Regarding the amount claimed in the Civil Claim:

(Check the applicable box if you agree to pay all or part of the Civil Claim)

I agree I owe the entire amount claimed in the Civil Claim.

I agree I owe \$ _____ which is a part of the amount claimed in the Civil Claim, but do not agree with the remaining amount claimed.
 Amount

I do not agree with the amounts claimed.

4. I will be calling 6 witness(es) at the trial of this action, including myself.
 Number

DEFENDANT'S COUNTERCLAIM OR CLAIM FOR SET-OFF

(Complete the section below only if you are making a Counterclaim or a claim for set-off against the Plaintiff(s). If you file a counterclaim, you become a "Plaintiff by Counterclaim". A Counterclaim is not required if you are seeking only costs for time and expenses to dispute the Plaintiff's claim. Costs may be addressed with the Court at the conclusion of the matter).

5. The Defendant(s) Counterclaim(s) or claim(s) a set-off from the Plaintiff(s) in the amount of \$ _____, not including interest and costs, for the following reasons:

6. The Defendant(s) also claims:

Interest from the date the Counterclaim arose to the date of judgment pursuant to: *(check applicable box(es))*

an agreement between the Plaintiff(s) and the Defendant(s) at the rate of _____ % per year.

The *Judgment Interest Act*

Other *(describe the basis for and amount of your interest claim):*

Costs *(check applicable box(es))*

filing fee, service of the Dispute Note and Counterclaim and any steps taken up to judgment

Other *(describe the basis for and amount of any other costs you are requesting):*

7. Abandonment of excess portion of Counterclaim *(check the following box only if you are abandoning any part of the Counterclaim that exceeds the financial jurisdiction of this Court)*

I abandon that part of the Counterclaim that exceeds the financial jurisdiction of this Court. I understand and agree that I cannot recover in this Court or any other Court that part of my Counterclaim that is abandoned.

Do not attach any additional material or evidence to this Dispute Note and Counterclaim.

NOTICE TO DEFENDANT(S) BY COUNTERCLAIM:

If you have been served this Dispute Note and it includes a Counterclaim that has added you as a new party to the action, you only have a short time to respond to this Counterclaim:

- 20 days if you are served in Alberta
- 30 days if you served outside of Alberta

You must either:

1. **Settle** the Counterclaim directly with the Plaintiff by Counterclaim.

-or-

2. **Pay** the amount plus interest and costs as claimed in the Counterclaim to the Court of Justice office by cash, certified cheque, money order or debit card (if available) only.

-or-

3. **Dispute** the Counterclaim within the time limit set out above, by doing the following:

- (a) Complete a Dispute Note to Counterclaim giving your reasons for disputing the Counterclaim. If there are parts of the Counterclaim you agree with, fill out paragraph 2 in the Dispute Note to Counterclaim.
- (b) File the Dispute Note to Counterclaim and pay the applicable filing fee either in person at any Court of Justice office, or by mail to the Court of Justice location shown on the Dispute Note. The Court of Justice must receive a Dispute Note to Counterclaim and the applicable filing fee within the time limit set out above.

WARNING:

If you fail to do one of the options listed above, or are late in doing so, the Plaintiff by Counterclaim may request to note you in default and apply to the Court for judgment against you in the amount set out in their Counterclaim.

If you are an existing party to the action and have received this Dispute Note and it includes a Counterclaim, you may respond to the Counterclaim by completing one of the options listed above, but you are not required to do so.

Forms and self-help materials are available at any Court of Justice location and on the Alberta Courts website at:

<https://www.albertacourts.ca/cj/areas-of-law/civil>

Point 1

Agreed

Point 2 :

Agreed

Point 3:

Kevin Kumar does not live in Ontario or Alberta. Ty Griffiths is a fictional character Kevin Kumar created for Hot Justice Reality TV .com is a fictional character approximately thirteen years ago. They are trying to make it sound like I made up an alias to hide my identity. That is like calling Arnald Schwartznagger the terminator in real life. We all know the terminator is a fictional character. I have supplied some videos of Ty Griffiths Hot Justice Reality.com to show you how ridiculous making believe I am trying to hide my identity as Ty Griffiths .

Point 4:

Kevin Kumar is involved with UnitedWeStandPeople.com which has thousands of members. Kevin Kumar is an investigative reporter for the Public Investigations. The website does not offer any services. They are a Human rights group who help Canadians when they are not getting their due process from large institutions and their agents such as bank lawyers.

This is why the Plaintiff got in touch with UnitedWeStandPeople.com. They believed they were not getting their due process from the Bank Lawyers.

Kevin Kumar's main role is an investigative reporter reporting to the public when Canadian due process is being taken away by large institutions such as Bank Lawyers. UnitedWeStandPeople.com have made many videos of Kevin Kumar proving that.

Point 5:

The 2014 memorandums were an abuse of process intended to slander Kevin Kumar which they were successful in and now Neilson's memorandums are attempting to achieve the same thing in a similar fashion. All Neilson's memorandums are abusing the process without giving any of the involved individuals a fair hearing, and are undergoing appeal, regardless those gatekeeping orders are irrelevant to the core facts of this case.

In this defense we will be proving the current and past memorandums to be bogus and corrupt. This current case is frivolous and should be struck due to the fact the "OPCA" allegations you are relying on have been proven false by this defense, the prior AVAP endorsement from Neilson regarding Terry Kerslake's original claim being valid and not OPCA, which is identical in substance to Tim's Original Claim against his creditors & The Debt Collection & Repayment Regulation Act Of Alberta states very clearly debtors are entitled to all accounting of their debts and the Rules of the Supreme Court of Canada (SOR/2002-156) section on affidavits also states any matter that is not a record of the court must be accompanied by an affidavit from an individual with access to the pertinent information and the relevant

case law attached. As well as the Personal Property Security Act (PPSA) Under the PPSA, a debtor may request confirmation of the nature and validity of a secured interest. This includes verification of the creditor's security interest and evidence of debt ownership.

At this point we need to ask what was the motive of Neilson when he decided to act so out of the ordinary. It was when Neilson acted so out of the ordinary that he created damages for the Plaintiff. As you can see the The Debt Collection & Repayment Regulation Act Of Alberta states very clearly that a debtor can ask for accounting and coupled with Personal Property Security Act (PPSA) Under the PPSA, a debtor may request confirmation of the nature and validity of a secured interest. This includes verification of the creditor's security interest and evidence of debt ownership. and the fact that Neilson already said The Plaintiff case was not OPCA this all seems very dysfunctional.

In every other case brought to the Canadian courts there is a statement of claim, a defense then a settlement conference, time to complete discovery having a chance to ask reasonable questions and get reasonable answers, then if that does not settle things a court date is set to have a fair hearing, win or lose the parties have an opportunity to appeal the court decision..

The real question is why did Neilson decide to act so out of the ordinary and skip the due process every other file receives when using the Canadian courts when there is such obvious legislation, his own decision stating the Plaintiff's claim was not OPCA?

Please supply other cases where Neilson or any other judge has acted so out of the ordinary and deny Canadians their due process when there is such blatant legislation?

Point 6A:

Agreed

Point 6B:

There was no fraud, it was just Neilson's opinion in which he has obviously overstepped his bounds, the Debt Collection and Repayment Regulation Act Of Alberta states very clearly debtors have a right to the accounting of their debts, to claim there has been fraud committed for simply exercising rights under legislation is very concerning. Judge Neilson overlooked all Canadian legislation that supports these rights such as The Debt Collection And Repayment Regulations Of Alberta and the Personal Property Security Act (PPSA) & contradicts himself in his prior AVAP endorsement regarding Terry Kerlake's original claim against Capital One which states the claim is not vexatious and does not constitute OPCA as the attached supporting materials demonstrate.

Point 6C

Agreed

Point 7:

The numbered company has nothing to do with UnitedWeStandPeople.

It is a company that lends private money and buys and sells debt. Kevin Kumar is not involved in the numbered company. It is Coltons Company.

You can see the private lending services offered by the numbered company on CreditorControl.ca where it is very clear the intention of the lender is to provide better conditions to Canadians.

As mentioned UnitedWeStandPeople.com does not offer any services. They are a Human rights group who help Canadians when they are not getting their due process from large institutions and their agents such as bank lawyers. We offer free support to people who can't afford Lawyers. UnitedWeStandPeople also has an Investigative reporter arm which broadcasts their investigations via youtube for entertainment purposes, This is why the Plaintiff got in touch with UnitedWeStandPeople.com, the plaintiff decided they were going to exercise their rights under legislation with a private lender by requesting the accounting of their debts, and Unitedwestandpeople.com did an investigative report on the conduct of the Bank Lawyers parties who were taking away the Canadians due process.

Point 8

This statement is false,

OPCA does not have legitimate private lenders involved in the transaction such as the one involved in this case.

OPCA Arguments bear no merit under canadian legislation, in contrast there are several parts of Canadian legislation that support a debtor's right to verification and validation of their debts such as The Debt Collection And Repayment Regulations Of Alberta, Personal Property Security Act (PPSA) Under the PPSA, a debtor may request confirmation of the nature and validity of a secured interest. This includes verification of the creditor's security interest and evidence of debt ownership.

Neilson's prior endorsement regarding the Plaintiff original claim against Capital One which states the claim is not vexatious and does not constitute OPCA as the attached supporting materials demonstrate.

Point 9

Colton does not have a long history.

Kevin Kumar has a long history due to he has been in the finance and real estate Industry for over 30 years. But the history has nothing to do with OPCA. In 2008 there was an epidemic with foreclosures and private lenders were asking for proof of ownership of the debt regarding mortgages and they slandered me in the exact same fashion they are doing now via bogus memorandums.

The 2014 memorandums were an abuse of process intended to slander Kevin Kumar which they were successful in and now Neilson's memorandums are attempting to achieve the same thing in a similar fashion. All Neilson's memorandums are abusing the process without giving any of the involved

individuals a fair hearing, and are undergoing appeal, regardless the "history" you are referring to is irrelevant to the core facts of this case.

In this defense we will be proving this claim should be struck and the current and past memorandums to be bogus and corrupt. This current case is frivolous and should be struck due to the fact the "OPCA" allegations you are relying on have been proven false by this defense, the prior AVAP endorsement from Neilson regarding Terry Kerlake's original claim being valid and not OPCA which is identical in substance to Tim's Original Claim, The Debt Collection & Repayment Regulation Act Of Alberta that states very clearly debtors are entitled to all accounting of their debts, Personal Property Security Act (PPSA) Under the PPSA, a debtor may request confirmation of the nature and validity of a secured interest. This includes verification of the creditor's security interest and evidence of debt ownership. and the Rules of the Supreme Court of Canada (SOR/2002-156) section on affidavits also states any matter that is not a record of the court must be accompanied by an affidavit from an individual with access to the pertinent information, as all of our supporting materials reflect. Such as the relevant case law attached.

Point 10

This is a false statement

OPCA "Money for Nothing" schemes do not involve legitimate private lenders with enforceable contracts containing conditions supported by Alberta legislation, not to mention Neilson's Prior AVAP Endorsement in Kerlake v Capital One which has been attached stating Terry Kerlake's original claim is not OPCA or a "money for nothing" argument which is identical in substance to Tim's original claim.

All decisions in the referenced cases were made via memorandum without hearings and attached is the AVAP Endorsement from Neilson stating Terry Kerlake's claim did not meet the standards of a vexatious or frivolous proceeding and did not constitute OPCA, which is identical in substance to Tim's original claim, Neilson contradicted himself between Terry Kerlake & Tim Kohut's Cases.

In summary, any damages the plaintiff incurred is a result of the plaintiff's lawyer's bad legal advice that debtors are not allowed to request proof of ownership of debts from their creditors when in fact the Debt Collection And Repayment Regulations Act Of Alberta explicitly states debtors have the right to that information, Personal Property Security Act (PPSA) Under the PPSA, a debtor may request confirmation of the nature and validity of a secured interest. This includes verification of the creditor's security interest and evidence of debt ownership, not to mention it would be extremely unreasonable to expect any entity to forward funds to a party for an asset that could not prove they owned the asset in question which case law supports.

The Plaintiffs simply did not fulfill the contractual obligations and abandoned their appeal due to the Plaintiffs Lawyers' bad legal advice.

Even more concerning, the Plaintiffs Lawyer was contacted by Colton as the Private lender and retained their services to reinstate the appeals so urgently needed for the plaintiff. Instead they took the money to manipulate the Plaintiffs to sue the Defendants. Very inappropriate unethical actions and are a clear breach of their fiduciary responsibility.

The plaintiffs lawyer should be removed from this file due to unethical practices and a conflict of interest. While the plaintiffs lawyer and the plaintiff were discussing reinstating the appeal as per Colton's instructions as the one paying for the services, who initiated the conversation to abandon the appeal ?

If it was Tim, then the plaintiffs lawyer should have directed them elsewhere. If it was anyone employed by the Plaintiff Law firm then this would be considered unethical via conflict of interest due to Colton retaining your service which we have proof of.

The Memorandum Order stated the Plaintiff could appeal the decisions, Colton retained your services to ensure the Plaintiff could appeal the memorandum, the only reason the Plaintiff is now in a compromising position is due to the bad legal advice from their lawyer advising them to abandon their appeals.

Point 11

The memorandum gave the Plaintiff clear instructions to provide affidavit evidence explaining why they should not be subject to security costs, or appeal it. The Plaintiff failed to fulfill the orders in the memorandum to no fault of the Defendants and abandoned his appeal due to bad legal advice.

It is not OPCA when a private lender is involved asking for proof of ownership of the debt as supported by common sense business practice and the Debt Collection & Repayment Regulations Act of Alberta & the Personal Property Security Act (PPSA).

Point 12 M

Unitedwestandpeople.com does not offer loans, they are human rights activists and investigative reporters. The Company appearing on the contract is the Private Lender which has been verified as legitimate via the affidavit supplied. Furthermore the Plaintiff signed a contract that stated clearly that the lender will not hand any money over to a creditor until they prove ownership of the debt via Chartered Accountant affidavit as supported by the Debt Collection And Repayment Regulation Act Of Alberta and the Personal Property Security Act (PPSA)

Once again UnitedWeStandPeople.com is a human rights activist group and investigative journalists as explained above. They do not offer loans or conduct an OPCA train of thought. This memorandum decision was made without a hearing and is an abuse of the memorandum process which Boneville and the defendants are appealing.

Point 12 N & O

It was not unitedwestandpeople.com that requested the documentation, it was the plaintiff himself in partnership with his private lender. It is very common in Private lending to ask for a Wet ink copy of the contract and if it is not available then we agree that an Affidavit from a Chartered Accountant will suffice. Again this requirement for the funds is supported by the Debt Collection And Repayment Regulations Act Of Alberta & the Personal Property Security Act (PPSA) Under the PPSA, a debtor may request

confirmation of the nature and validity of a secured interest. This includes verification of the creditor's security interest and evidence of debt ownership.

Once again the "OPCA" allegations are false as supported by the Debt Collections and Repayment Regulations Act Of Alberta and all other supporting materials.

The plaintiffs lawyer is attempting to use Neilsons memorandums as a precedent whereas Memorandums should not be used as a precedent due to the fact pertinent evidence was not addressed at a legitimate hearing.

Point 13

Where is he getting this information regarding securitization being debunked?.

Securitization is when banks sell debt to the world market. Here are many links to definitions. To claim securitization is a "debunked" theory is absurd, securitization is a common business practice within the finance industry, please provide us with evidence to support your claim that securitization is a "debunked theory".

Furthermore all creditors including the ones involved in this case have a clause stating they will sell the debt without notifying the borrower known as the assignment clause, which gives further reason for a debtor together with the private lender to request validation or verification of their debts before forwarding funds, as supported by the Debt Collection And Repayment Regulations Act Of Alberta & the Personal Property Security Act (PPSA) Under the PPSA, a debtor may request confirmation of the nature and validity of a secured interest. This includes verification of the creditor's security interest and evidence of debt ownership.

As mentioned above Unitedwestandpeople.com is not OPCA, unitedwestandpeople.com is a human rights activist blog and investigative reporting group and was not involved in arranging a private lender for the plaintiff, they simply reported on the creditors and the courts misconduct when being asked for proof of ownership as is the debtors right under the Debt Collection And Repayment Regulation Act Of Alberta & Personal Property Security Act (PPSA)

Point 14

Within Neilson's bogus memorandums we were expected to appeal which we did but the plaintiff did not due to bad legal advice. Of course Colton sent his clients affidavits to sign for the appeal which he hired your firm to reinstate. The memorandum also gave us orders to provide affidavit evidence as to why we are not engaged in OPCA, so of course we had our clients sign an affidavit clarifying everyone's roles in the transaction.

Prior to the bad legal advice given to the Plaintiff we were planning to appeal with the Plaintiff so of course we were getting the affidavits ready. attached is the copy of the affidavit. Everything is true in the affidavit. Which part is not?

Point 15

This statement is false: Tim did not email Unitedwestandpeople.com for debt elimination; he emailed them to help him retain his human right of due process that the creditors and bank lawyers were obviously taking away from him.

Please supply the email that Tim sent to unitedwestandpeople@gmail.com to inquire about the supposed "debt elimination" service.

Point 16

The Promissory note & Discount Agreement was from 1304139bc ltd as the contracts prove. attached is a copy of contracts, the contracts signed are clear about the requirement for proof of ownership to forward funds to the respective creditors in point 7, as is supported by common sense business practice and The Debt Collection And Repayment Regulations Of Alberta and the Personal Property Security Act (PPSA).

Point 17

The promissory note was sent from 1304139bc ltd and not unitedwestandpeople@gmail.com further proving unitedwestandpeople.com is not involved in OPCA or lending but a human rights activist and investigative journalist group as we mentioned above.

Furthermore 1304139 bc ltd has assigned the debt to the Lender which the Kumar's did arrange and is supported by the sworn affidavit from the lender.

Attached is an affidavit from the lender.

Point 18

The promissory note was from 1304139 bc ltd and was sent from Lowpaymentdebtconsolidation@gmail.com.

Furthermore 1304139 bc ltd has assigned the debt to the Lender which the Kumar's did arrange and is supported by the sworn affidavit from the lender.

Attached is an affidavit from the lender.

Furthermore in your statement of claim you state the 1304139 bc ltd sole purpose is to maintain the unitedwestandpeople.com "OPCA" scam, in order to for the dealings of 1304139 bc ltd to be considered an "OPCA" scam the lender must be fictitious, you contradict the "OPCA" claim by stating Colton Kumar of 1304139 bc ltd is the "Private Lender". Are you claiming the Lender is fictitious or are you recognizing Colton Kumar and his company to be the legitimate Private Lender Involved?

Furthermore we have provided the Promissory note and discount agreement that substantiates the fact Colton Kumar and 1304139 BCLTD is the legitimate private lender involved and an affidavit from the lender who was assigned the rights to Terry's contract from 1304139 BCLTD.

Point 19

Please produce proof of that the Plaintiff forwarded 1304139bcld "at least \$8,684.72"

Regarding no money forwarded to the creditor as the contract states clearly in point 7 the lender will not forward funds to the creditor until proof of ownership is produced, which the Plaintiff was well aware of at the time he signed the contracts which have been provided in the supporting materials of this defense.

Point 20

Regarding no money forwarded to the creditor as the contract states clearly in point 7 the lender will not forward funds to the creditor until proof of ownership is produced, which the Plaintiff was well aware of at the time he signed the contracts which have been provided in the supporting materials of this defense.

Point 21

This statement is false. The company is a private lender that uses promissory notes. What debt repayment agency uses promissory notes? It is very clear we are private lenders not a debt repayment agency, we do not participate in consumer proposals or bankruptcy.

Point 22

This is a false statement and irrelevant.

The defendants said the plaintiffs creditors are legally obligated to produce verifiable proof they own the debt they are attempting to collect, which is a sworn affidavit from a chartered accountant in the event that a wet ink copy cannot be provided for various possible reasons.

We can produce many emails stating this clearly and legislation that supports this such as The Debt Collection & Repayment Regulation Act Of Alberta states very clearly debtors are entitled to all accounting of their debts. and the Rules of the Supreme Court of Canada (SOR/2002-156) section on affidavits also states any matter that is not a record of the court must be accompanied by an affidavit from an individual with access to the pertinent information & Personal Property Security Act (PPSA) Under the PPSA, a debtor may request confirmation of the nature and validity of a secured interest. This includes verification of the creditor's security interest and evidence of debt ownership.

Attached is The Debt Collection & Repayment Regulation Act Of Alberta and the Rules of the Supreme Court of Canada (SOR/2002-156) with further clarification as to how the rules mentioned are relevant to the situation & relevant case law attached.

Point 23

This is true. Creditors are legally obligated to provide verifiable proof via accounting, that they maintain ownership of the loan agreements they are attempting to act on which is a sworn affidavit from a chartered accountant. Attached is The Debt Collection & Repayment Regulation Act Of Alberta and the Rules of the Supreme Court of Canada (SOR/2002-156) & the Personal Property Security Act (PPSA) Under the PPSA, a debtor may request confirmation of the nature and validity of a secured interest. This includes verification of the creditor's security interest and evidence of debt ownership.

Point 24

Again the advice given was not fraudulent as has already been substantiated by The Debt Collection & Repayment Regulation Act Of Alberta and the Rules of the Supreme Court of Canada (SOR/2002-156) & Personal Property Security Act (PPSA) Under the PPSA, a debtor may request confirmation of the nature and validity of a secured interest. This includes verification of the creditor's security interest and evidence of debt ownership. The Plaintiff was subject to the cost awards and fines due to their failure to comply with the memorandum orders, which was their responsibility and their failure to reinstate their appeal under the Plaintiffs lawyer bad legal advice.

Point 25

Again the promissory note has been proven not to be fraudulent, due to the fact the condition for proof of ownership is supported by The Debt Collection & Repayment Regulation Act Of Alberta and the Rules of the Supreme Court of Canada (SOR/2002-156) & Personal Property Security Act (PPSA) The discount agreement the Plaintiff signed that is attached is very transparent about the requirement for proof of ownership of the debt and the conditions were agreed upon at the time of signing.

Please provide proof that the Plaintiff sent 1304139BCLTD at least \$8,684.72.

The Plaintiffs are subjected to fines due to the Plaintiffs failure to comply with the memorandum orders and the Plaintiffs bad legal advice to abandon their appeal.

Point 26

The Plaintiff chose to opt out of the agreement when they breached their contract and decided to abandon their appeal and stop making payments due to bad legal advice and this is why they suffered damages. It was of no fault of the Defendants.

Point 27

Please provide proof the Plaintiff has sent 1304139BCLTD at least \$8,684.72.

The promissory note is legal and enforceable, any deprivation of benefits from the contract is due to bad legal advice to abandon their appeal and the Plaintiffs breach of contract.

Point 28

This statement is completely False. The numbered company is a lender as the contract proves.

The Plaintiff's claim of conspiracy and unlawful means is entirely speculative. There is no evidence to suggest that the lender engaged in any form of conspiracy or collusion. The lender merely followed the terms of the contracts signed by the Plaintiff, which are legitimate and enforceable as supported by The

Debt Collection & Repayment Regulation Act Of Alberta and the Rules of the Supreme Court of Canada (SOR/2002-156) & the Personal Property Security Act (PPSA), once again any damages the Plaintiff suffers are the result of the bad legal advice to abandon his appeal.

When the Plaintiff signed the contract we had no idea Judge Neilson existed so how could we be organizing a preemptive "assault" on him?

Furthermore we simply asked the Plaintiff's rights as a debtor under the Debt Collection And Repayment Regulations Act Of Alberta & the Personal Property Security Act (PPSA) be upheld. This being perceived as an "assault" on the justice system or any of the acting judges is very concerning considering Canadian due process is at stake.

Point 29

This statement is false and slanderous.

The defendant is a private lender asking for proof of ownership of the asset before transfer of funds which is a common business practice in commercial transaction within any industry including finance and is supported by The Debt Collection & Repayment Regulation Act Of Alberta and the Rules of the Supreme Court of Canada (SOR/2002-156) & Personal Property Security Act (PPSA).

Furthermore the Claim that our argument is OPCA has been debunked by the fact all lenders involved are legitimate and the claim that Tim's lawsuit is vexatious has been proven false by judge Neilson's endorsement which has been attached in which Neilson states Terry Kerslake's claim is not frivolous or vexatious or OPCA which is identical in substance to Tim's original claim and is supported by The Debt Collection & Repayment Regulation Act Of Alberta and the Rules of the Supreme Court of Canada (SOR/2002-156) & the Personal Property Security Act (PPSA) Under the PPSA, a debtor may request confirmation of the nature and validity of a secured interest. This includes verification of the creditor's security interest and evidence of debt ownership.

Point 30

This statement is false.

The Defendants are private lenders asking for proof of ownership before transfer of funds which is a common business practice in commercial transaction within any industry including finance and is supported by The Debt Collection & Repayment Regulation Act Of Alberta and the Rules of the Supreme Court of Canada (SOR/2002-156) & the Personal Property Security Act (PPSA), furthermore the Claim that our argument is OPCA has been debunked by the fact all lenders involved are legitimate.

No conspiracy occurred, just private lending and breach of contract by the Plaintiff and bad legal advice from Plaintiffs lawyer to abandon their appeal.

Point 31

Irrelevant due to the fact Neilson's decisions erred by overlooking the following Canadian legislation that supports the debtors rights to validate and verify their debts, The Debt Collection & Repayment Regulation Act Of Alberta and the Rules of the Supreme Court of Canada (SOR/2002-156) & the Personal Property Security Act (PPSA) Under the PPSA.

Furthermore the defendants are private lenders asking for proof of ownership before transfer of funds which is a common business practice in commercial transactions within any industry including finance and is supported by The Debt Collection & Repayment Regulation Act Of Alberta and the Rules of the Supreme Court of Canada (SOR/2002-156) & the Personal Property Security Act (PPSA).

Furthermore the claim that our argument is OPCA has been debunked by the fact all lenders involved are legitimate no conspiracy occurred just private lending and breach of contract by the Plaintiff and bad legal advice from Plaintiffs lawyer to abandon their appeal.

The claim that Tim's lawsuit is vexatious has been proven false by judge Neilson's endorsement which has been attached in which Neilson states Terry Kerlake's claim which is identical in substance to Tim's original claim is not frivolous or vexatious or OPCA, The Debt Collection & Repayment Regulation Act Of Alberta and the Rules of the Supreme Court of Canada (SOR/2002-156) & the Personal Property Security Act (PPSA)

Point 32

This statement is false. The plaintiff suffered damages due to their own failure to comply with the orders given to them in Neilson's memorandums and the plaintiffs lawyer giving them bad legal advice to abandon their appeal.

Point 33

This statement is False the Defendants are private lenders asking for proof of ownership before handing over money which is a common business practice in commercial transaction within any industry including finance and is supported by The Debt Collection & Repayment Regulation Act Of Alberta and the Rules of the Supreme Court of Canada (SOR/2002-156) & the Personal Property Security Act (PPSA) Under the PPSA, a debtor may request confirmation of the nature and validity of a secured interest. This includes verification of the creditor's security interest and evidence of debt ownership.
furthermore the Claim that our argument is OPCA has been debunked by the fact all lenders involved are legitimate.

Point 34

This statement is False the defendants are private lenders asking for proof of ownership before handing over money which is a common business practice in commercial transaction within any industry including finance and is supported by The Debt Collection & Repayment Regulation Act Of Alberta and the Rules of the Supreme Court of Canada (SOR/2002-156) & the Personal Property Security Act (PPSA)

furthermore the Claim that our argument is OPCA has been debunked by the fact all lenders involved are legitimate, the Defendants acted in accordance to the contracts signed by the Plaintiff and any damages

that occurred are a result of their breach of contract and the bad legal advice from their lawyer to abandon their appeal.

Point 35

False & irrelevant due to the fact no defendants were involved in "dollar dealer scam"

Please show the proof you are relying on and explain exactly what a "dollar deal scam" is?

This point is irrelevant to the current case considering the rules provided and legislation in support of our request for proof of ownership in The Debt Collection & Repayment Regulation Act Of Alberta and the Rules of the Supreme Court of Canada (SOR/2002-156) & the Personal Property Security Act (PPSA) has already proven all of Justice Neilsons memorandums erred in overlooking the above legislation and Canadian rules of court and are undergoing appeal which will overturn the memorandums which you are relying on.

Point 36

P. False the Plaintiff is entitled to nothing due to their breach of contract and refusing to appeal,

i. This claim is False as proven by the evidence in this defense there was no "fraudulent misrepresentation".

ii. This claim is false as there has been no "unjust enrichment" the plaintiff has yet to prove they have sent "at least \$8,684.72" to 1304139bcitd .

iii. The Defendants are not responsible for any "punitive damages" the Plaintiff has incurred due to their breach of contract and bad legal advice given to them by their lawyer to abandon their appeal.

Q. The Plaintiff is not entitled to any interest pursuant to the Judgment Interest Act due to the fact the Defendants are not guilty of the allegations put forth in the plaintiffs statement of claim.

R. The Plaintiff is not entitled to costs due to the fact the Defendants are not guilty of the allegations put forth in the plaintiffs statement of claim.

S. Again the plaintiff is not entitled to further relief due to the fact the Defendants are not guilty of the allegations put forth in the plaintiffs statement of claim.