

ONTARIO
SUPERIOR COURT OF JUSTICE

In Conjunction with the ASKIT and Kinakwii Indigenous Tribunal, under UNDRIP, and Kinakwii Constitution

A Demand for “Quo Warranto” via Common Law in Trespass with Praetor and Replevin under Indigenous Laws and Traditions, in Equity, including the Common Law of the Land, existing prior to 1982.

and/or under The Law of Ma’at

and/or Natural Justice

BETWEEN:

Grand Chief Wabiska Mukwa

By his Envoy ninigiwaydinnoong

on behalf of

Brent and Kathy and Cassandra of the Manary Family

-and-

Sprucepoint Farms Ltd.

Plaintiff / Moving Party

AND:

FARM CREDIT OF CANADA (FCC),
and AGRICULTURAL COMMODITY CORP. (ACC)

-and-

THE MINISTRY OF FINANCE OF ONTARIO

-and-

THE MINISTRY’s Agents and /or employees VIC FEDELI/Vic Fedeli
GREG ORENCSAK/Greg Orencsak,, DEON COUSINS/Deon Cousins,
DAVID CARRIGAN/David Carrigan, JEFF QUANN/Jeff Quann,
KIM DARGIE/Kim Dargie, CHRISTOPHER CHEW/Christopher Chew,
JESSICA BARTON/Jessica Barton, RON HESTER/Ron Hester,
DEAN EASTMAN/Dean Eastman, CHRISTI BERNARDO/Christi Bernardo

-and-

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
IN THE NAME OF THE ATTORNEY GENERAL OF CANADA

-and-

Federal Crowns Taylor Andreas, Dan Luxat, Jacob Pollice, Joanna Pawelek
and Beverly Bly, personally

-and-

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
IN THE NAME OF THE ATTORNEY GENERAL OF ONTARIO

-and-

Provincial Crowns Candice Camilleri (and her Asst. Lorinda Cheung) and Kisha
Chatterjee, personally

-and-

THE TOWN OF GEORGINA, JOHN HART AND ANDREW BIGGART

Defendants/Respondents

STATEMENT OF CLAIM

(Filed this day of Sept., 2020)

TO THE DEFENDANTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff.

The Claim made against you is set out in the Statement of Claim.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A, prescribed by the Rules of Civil Procedure, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this office, WITHIN TWENTY (20) DAYS after the statement of claim is served upon you, if you are served In Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty (40) days. If you are served outside of Canada and the United States of America, the period is sixty (60) days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

If you wish to defend this proceeding but are unable to pay legal fees, legal aid may be available to you by contacting a local legal aid office.

IF YOU PAY THE PLAINTIFF'S CLAIM, AND \$750.00 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$400.00 and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED IF IT HAS NOT BEEN SET DOWN FOR TRIAL, OR TERMINATED BY ANY MEANS, WITHIN 5 YEARS AFTER THE ACTION WAS COMMENCED UNLESS OTHERWISE ORDERED BY THE COURT.

DATED: Sept. , 2020

Issued by: _____

Local Registrar

Superior Court of Justice
393 University Ave.,
Toronto ON M5G 1E6

TO:

Crown Office
720 Bay St. Toronto ON M7A 2S9
Fax: (416) 326-4012

Attention: Candice Camilleri (and her Asst. Lorinda Cheung) and Kisha Chatterjee

AG of CANADA
120 Adelaide St.
Toronto ON M5H 1T1
T (416) 973-0942
Fax: (416) 973-2496

Attention: Jacob Pollice, Dan Luxat and Taylor Andreas

THE CLAIM

1. The Plaintiffs Grand Chief Wabiska Mukwa, by his Envoy ninigiwaydinnoong claim:

COUNT 1 v THE MINISTRY

Tortious Interference with an Existing Contract by a Third Party

2. The Defendants are provincial agents who unlawfully interfered with the Plaintiffs' shipments of raw leaf tobacco, bound for foreign markets, with the result that the raw leaf tobacco shipment sat rotting in a provincial shipyard.

The loss of profit in Year #1 is 1.6 Million pounds of raw leaf tobacco x \$3.00/pound = \$4.8 Million.

COUNT II v THE MINISTRY

Trespass

3. The agents of the Ministry committed a Trespass to the Land under all the Manary Farms, owned historically by the Metis Nation in North Bay, known as The Anishinabe Solutrean Metis Nation (ASMIN), who are in Treaty with the Kinakwii Nation.

4. The defendants have also trespassed by unlawfully seizing the Plaintiffs personal property which was enroute to Egypt.

5. The Trespass has been filed in the ASKIT and Kinakwii Indigenous Tribunal (KIT) recognized by the ONCA Legal Support Unit on Feb. 13, 2020. ASKIT and KIT operate under Article 40 of the United Nations Declaration on the indigenous People (UNDRIP), and pursuant to the SCC decision in *Delgamuukw v BC* (1997) at [147-148] that the Indigenous Legal Systems are EQUAL to those of CANADA.

6. The Plaintiffs claim that the Ministry also unlawfully prevented the Plaintiffs from continuing their international trade in raw leaf tobacco, inter alia, by issuing a Cease and Desist Order preventing the Plaintiffs from dealing with their international liaison for the next four (4) years.

The loss of profit is \$4.8 Million x 4 years = \$24 Million.

7. The Plaintiffs also claim \$ 200,000 each for pain and suffering precipitated by the tortious conduct of the defendants.

8. The Plaintiffs also claim \$300,000 in punitive damages.

COUNT III v FCC

9. The Plaintiffs Brent and Kathy claim a contract with FCC which gave them 5 years to repay the alleged loan made by FCC, which FCC breached by accelerating the payments during the Covid 19 period.

10. Plaintiff Cassandra is not in default on any loan, yet FCC has threatened foreclosure against her farm.

11. Plaintiff Cassandra claims \$50,000 in unwarranted pain and suffering.

COUNT IV Set off with ACC

12. Due to the wrongful, unlawful and tortious conduct of the MINISTRY OF FINANCE OF ONTARIO and its agents / employees, the Plaintiffs have not been able to pay ACC, which loan amounts are to be set off by the claim against the MINISTRY OF FINANCE.

13. Brent and Kathy have a contract with ACC, which is wrongfully proceeding with foreclosure during the Covid 19 period.

Land Claim in Trespass

14. The Plaintiffs make their Land Claim for Eastern Canada and BC (with the exception of the Land owned by the Hereditary Chiefs of the Wet'suwet'in Nation and the Squamish Nation of Vancouver Island). This Land Claim in Trespass was recognized by the ONCA Feldman Panel on March 19, 2020.

15. The Plaintiffs claim damages in the amount of at least \$329 Billion for non payment of rent to the Clan Mothers of North Eastern Region of Turtle Island (Eastern Canada), following the holding by the SCC in *Mercer v the AG of Canada* that those rents comprised of 50% of royalties for the mines of Canada be paid into an Indian Trust. The total amount for rent past due is to be calculated before trial, following Consultation with the Crowns of CANADA Inc. and ONTARIO Inc.

Consultation Demanded

16. The Plaintiffs demand Consultation with the Crowns of CANADA Inc. and ONTARIO Inc. per the holding of the SCC in *Tsilhqot'in v BC* (2014) at [78] :

[78] The duty to consult is a procedural duty that arises from **the honour** of the Crown prior to confirmation of title. Where the Crown has real or constructive knowledge of the potential or actual existence of Aboriginal title, and contemplates conduct that might adversely affect it, **the Crown is obliged to consult** with the group asserting Aboriginal title and, if appropriate, accommodate the Aboriginal right. **The duty to consult must be discharged prior to** carrying out the action that could adversely affect the right.

17. The Plaintiffs demand Consultation with any of the Defendants in their personal capacity, under the Jurisdiction of Indigenous Equity existing on Turtle Island for tens of thousands of years prior to the arrival of the invading Settlor forces, via its modern form KIT, operating under the Kinakwii Constitution that was served on all Members of Parliament, and Washington DC, by registered mail, in 2010.

Quo Warranto

18. The Plaintiffs also Demand Quo Warranto from Parliament and its Crown agents, in all their various forms, to :

- A. prove that Ottawa or Toronto or St. Thomas are not on Un-ceded Land
- B. produce a certified, true copy of the BNA Act of 1867 with Royal Assent
- C. prove that the BNA Act of 1867 was passed by a lawful quorum
- D. prove that the BNA Act of 1867 was not repealed by the Statute Law Revision Act of 1893.
- E. prove that CANADA satisfied the S. 59 Language contingency to the alleged CANADA Act of 1982
- F. provide any lawful Treaty for the Lands known to the world as Canada with the Non Status Kinakwii Nation and Sovereign ASMIN.

Injunction

19. The Plaintiffs seek an Injunction on all proceedings and mortgage payments until the Land Claim in Trespass and Quo Warranto issues have been resolved with the Crown, CANADA Inc and ONTARIO Inc.

Mandamus

20. The Plaintiffs seek a Mandamus Order requiring the Crowns to Consult.

Transfer to ASKIT or Kinakwii (KIT) Indigenous Tribunal

21. The Plaintiffs demand that the Claim be tried in Conjunction with KIT, per Article 40 of UNDRIP, and the SCC holding in *Delgamuukw v BC* at [147-148] that Indigenous Legal Systems are equal.

The Indian Trust

22. Grand Chief Wabiska Mukwa, on behalf of Brent, Kathy and Cassandra of the Manary family, hereby demands an accounting of the deposits due to the Indian Trust cited by the SCC in *Mercer v AG* (1881), at pg 708.

23. The Grand Chiefs have placed a UCC lien on un-ceded Parliament Hill for \$329 Billion, registered as PPSA # 710317665, for, inter alia, rents unpaid by the Privy Council to the Clan Mothers in Council, and / or to the Indigenous Trust.

24. The lien will now be enforced, in order to pay any debts found to be owing during this litigation.

The Facts

25. The Plaintiffs operate a Raw Leaf export business, which exports raw leaf tobacco to foreign ports.

26. The FCC is a federal corporation that provides loans to farmers like the Manary Family.

27. The AGRICULTURAL COMMODITY CORP. , (ACC) operates similarly to the FCC.

28. The Defendant “agents and / or employees” all work for the Ontario Ministry of Finance, either as agents or employees.

29. At various times from 2018-2020, the defendants collaborated to interfere with the shipments of tobacco across Ontario to the Port of Montreal, bound for foreign destinations.

30. The result is that the shipments never left Canada, but were detained in storage where the shipment rotted.

31. Though the Provincial Ministry of Ontario has no jurisdiction over raw leaf tobacco, they nonetheless interfered with the shipments, and issued numerous fines and penalties unlawfully.

32. The unlawful interference by the province in federal zones of authority, international trade, resulted in the temporary default in the loans by FCC and ACC, which wrongfully accelerated all loans to the Plaintiffs.

COUNT V Breach of Fiduciary Duty

33. Federal Crowns Taylor Andreas, Dan Luxat, Jacob Pollice and Joanna Pawelek, and Provincial Crowns Candice Camilleri (and her Asst. Lorinda Cheung) and Kisha Chatterjee each failed to perform their Fiduciary Duty to commence Consultation once that had received actual or constructive notice of the Land Claim in Trespass.

34. Each of the Crowns was negligent in taking a next step to thwart the Land Claim in Trespass, in violation of the Mandate in *Tsilhqot'in v BC* at [78] and *Haida v BC* at [59], as set out below:

A. Dan Luxat and Kisha Chatterjee in *R v Baldwin* and *R v Leger* on Feb. 28, 2020
_____ at the ONCA.

B. Taylor Andreas in *National Bank v GUIBORD* on Feb. 13, 2020 in Ottawa.

C. Jacob Pollice in *R v Anderson* and *Isaac v CAS* on May 11, 2020 in Toronto.

D. Joanna Pawelek, Candice Camilleri and Lorinda Cheung (and potentially Beverly
_____ Bly) in this case, by filing a Statement of Defence and Rule 2.01 Letter on Sept.
_____ 18, 2020

35. The Plaintiffs seek a penalty of \$50,000 each, paid personally.

COUNT VI. Negligence, Misrepresentation and Trespass by the Town of Georgina and its lawyers John Hart and Andrew Biggart

36. The Plaintiffs charge the Town of Georgina with Trespass in 1800, which Trespass continues to this day, and demand that the Town government vacate the land lawfully, forthwith.

37. The Plaintiffs charge Georgina's lawyer Andrew Biggart making negligent statements, and misleading the court, on April 20, 2019, in that Andrew told Justice Casullo that the fees to remove the dirt was so high due to the dirt not being clean, when Georgina's own Expert Report confirmed the fill was clean.

38. The Plaintiffs charge lawyer John Hart with Abuse of Process, and Negligence, when he used the litigation procedure of Security for Costs to cover up the misleading or negligent statements of co counsel Andrew Biggart. The Security for Costs procedure succeeded **only** when the ONCA erroneously held that the Tribe had placed a condition on the Security of \$16,500 (which decision is on appeal to the SCC).

The Plaintiffs seek damages from each lawyer, personally, and jointly and severally, in an amount equal to the Award granted by Justice Casullo plus interest and penalties

Injunction

39. The Plaintiffs seek an Injunction against the enforcement of the ONCA Decision of March 19, 2020 pending the outcome of this litigation and/or the appeal to the SCC.

Dated: Sept. 2, 2020
Amended Sept. 20, 2020

Grand Chief Wabiska Mukwa
By his Envoy ninigiwaydinnoong
BRENT MANARY and the Manary Family
Tribal Field Office at 57238 Light Line,
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