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confirming the file number as soon as it is assigned. If no response is filed within that time, the Registrar will submit this application for leave to appeal to the Court for consideration.

Form 25B

Certificate

I, Glen P. Robbins, Ita Robbins, and Frana Matich hereby certify that:

1. There is a ban on the publication of evidence or the names or identity of a party or a witness.
   X-No Yes

2. This matter was sealed in the courts below
   X-No Yes

3. I am filing sealed or confidential information that should not be accessible to the public by virtue of an order or specific legislation.
   X-No Yes

SIGNED BY

(signature)	November 8th, 2013 (Date)
Ita Robbins (signature)	November 8, 2013 (Date)
(signature)	November 10, 2013 (Date)

Part I – Issues of Public Importance

Issue One-

What good is the language of charter rights when it is so easy for provincial jurisdictions to develop partisan laws that in conjunction with a legal system that operates for like a cartel? The laws relating to foreclosure operate like administrative law, a person affected by orders under foreclosure must seek permission to appeal, and the appeal is not a right. What happens if the foreclosure order (order nisi) is obtained through skullduggery and manipulation? Everyone in the system from the lawyers to the justices including two chief justices who have read all of the information in the case (and have written the parties to inform them of this fact) and who have capacity to do something about it, do nothing, why? Is this some type of legal Genovese syndrome made for BC justice? Clearly some members of the Law Society of British Columbia and employees with that law society are acting in concert to defend themselves against ordinary citizens who have bona fide legal complaints surrounding the financing of their home including lending agreements which feature 98% interest, and mortgage registrations that contradict the lending agreement including the party lending the money.

The case is important because it reveals in great detail how so many laws can be broken, many intentionally, and how an entire legal community can rally behind hiding the facts of the case, including working diligently to block access to justice of the applicants to bring these facts to light.

The applicants entered into a lending agreement which features a 98% Annual Percentage Rate. The lawyer associated with that company, the parent company of the respondent Cambridge Mortgage Investment Corporation, named Peet and Cowan contends as at October 23, 2013 that he is looking to have an actuary look into that 98% interest rate that it must be a mistake. At the same time his client the respondent in this application filed a mortgage registration at the local land title office featuring two different rates of interest rate, the first 8.95% and the other 9.12%. The applicants did at no time borrowed any money from the respondents under any lending agreement.

Issue Two-

Inherent with the concept of access to justice promoted by the chief justice of the Supreme Court of Canada, and other chief justices in the provinces, which concept presumes a respect for the charter rights of all Canadians under the Constitution, is the expectation of natural justice, notice, and a fair hearing of all of the facts and evidence.

This case is important because it is a showcase of the integral danger when officers of the court are not held to account by either the bureaucracy which is supposed to check *documents filed with it, or the chief justices of the courts who are have exclusively responsibility for the administration of the courts.*

From 2009 until today, the applicants have experienced dozens of circumstances where lawyers have clearly broken the law to take what they want from them and the courts have looked on to permit it's continuance. The Supreme Court of Canada under former case 35302 have sufficient filed documents to arrive at the same conclusion, as any reasonable Canadian would if given the opportunity as witness Jim Van Rassel has over this period of time.

Issue Three-

With the rapid increase in self litigation, the fair and honest administration of the Legal Professions Act, by the self regulating bodies – in this case The Law Society of British Columbia for all litigants including those parties operating as section 15 (1) {Legal Professions Act} self litigants is called into serious question.

This case is important because it reveals the bias The Law Society of British Columbia has for its own paying members, even when those member lawyers act unprofessionally or unethically when it is responsible for the regulation of fair and ethical conduct of its members at all times. This case is important because it considers the extent to which a paid lawyer can push the bounds of legal ethics and conduct on behalf of a client to be successful, including lying or misrepresenting submissions to the court. This case is important because it reveals or will reveal the extent the law society will go to, to ensure the protection of its members even when breaking the law.

The Law Society of British Columbia has operated as a secondary opponent of the applicants as a type of protection oversight of its members who have exhibited a conscious willingness to circumvent or break the law to achieve the objectives of their client. The Law Society in all circumstances involving the applicants and their property has acted more like a lobby organization without limitation than a self regulatory body. The applicants assert that they have similar rights as all paid members of that agency in their lawful capacity as section 15(1) self litigant(s) (Legal Professions Act – BC).

Issue Four-

What happens when The Law Society confronts a self litigant who can lawfully and reasonably competently represent others at hearing? Glen P. Robbins is such a person, and The Law Society of British Columbia is so troubled with his capacity and ability that they have now instructed their members to misrepresent the nature of the order of an order of a section 98 justice of the superior court, specifically the Reasons and order of Justice Christopher Grauer of October 3, 2011 in Glen P. Robbins v The Law Society of British Columbia.

Evidence of this can be seen in the transcript provided of the order nisi hearing. Further evidence of this is witnessed by the fact that Ronald Bakonyi legal counsel for the respondent "Cambridge" and Michael Kleisinger of the Law Society of British Columbia have stated they will resist the Enduring Powers of Attorney mutually provided between "Robbins" and "IMR" one to the other, and filed at Land Title Office.

This issue is important to Canadians because it reveals the reality that access to justice is not a natural right for self litigating Canadians and can be manipulated or eroded by those persons with greater access to the courts particularly members of The Law Society of British Columbia which includes the judges and justices in the legal system.

Self litigants in the Province of British Columbia are legally permitted to prepare and file their own court documents, and to allow any other person to assist them in the preparation of those documents. Self litigants are legally entitled to permit another person to represent them at hearing with the permission of the court.

The Law Society of British Columbia in concert with Ronald Bakonyi legal counsel for "Cambridge" and Robert Ellis for "BMO" as well as in other instances are telling their members who confront Glen P. Robbins at hearing to inform the judge or justice that he is prohibited from appearing on behalf of self litigants at hearing, when the reality of J. Grauer's order is that Robbins cannot be the driving force behind commencing, prosecuting or defending a claim, which driving force would include signing documents filed at court on behalf of others, but would not include circumstances where self litigants signed their own documents, or when Powers of Attorney were donated to the "attorney".

PART II Statement of Questions in Issue

<u>Question #1</u>-Is it possible for Canadians to receive access to justice in any meaningful sense?

This case is the epitome of the experiences of the applicants in defending their home. Confronted with dishonest lawyers, a law society that clearly behaves like a lobby association for these lawyers and unaccountable judges and justices who seem intent on imposing bias on the applicants simply because they were willing to fight a clearly corrupt legal system.

<u>Question #2-</u>Does the Charter of Rights and Freedoms exist for all Canadians, or is it merely an illusion of Rights and Freedoms?

What good does a Charter of Rights and Freedoms under constitution do the average Canadian if they have no realistic opportunity to access it? Most challenges to the Supreme Court of Canada follow cases that have travelled through two superior courts. How many Canadians are able to afford the journey through two courts in the first place? What about the process? This application showcases how a company and lawyer of ill will can manipulate the process at the lower level superior court to obtain an order that cannot be directly appealed to the court above. Were the laws relating to property foreclosure designed with this mind to provide the moneylenders with the advantage at all times?

<u>Question #3</u>-Can provincial law societies really act in the public interest or do they only act in the interest in of paid up members, other lawyers like themselves? Do law societies exercise more power than they ought to? What implications does this have in the midst of a proliferation of self litigation throughout Canada? Judges and Justices in Canada are unelected, and come up through the ranks of the law offices in their community, they are members of the legal community and paid up with law societies. Where is the real incentive for any of them to take an authentic interest in the plight of the public who have no silver for passport into their increasingly expensive courts?

In this case The Law Society of British Columbia has become so angry and frustrated in dealing with self litigant Glen P. Robbins that they are willing to go to bizarre lengths to bar his entry into the courts. In this case, The Law Society is arming lawyers with the story that the order of Justice Grauer in Glen P. Robbins v The Law Society of British Columbia is intended to bar Glen P. Robbins from attending in any court on any other person's behalf, when this is not remotely close to the truth of it. Now, the law society in British Columbia has gone to the lengths of denying mutual Enduring Powers of

Attorney between husband and wife the final piece of evidence of a provincial agency that is out of control.

The Law Society of British Columbia has made the collective and conscious decision to completely bastardize an order of a BC Supreme Court justice which has travelled all the way to the Supreme Court of Canada, in a legal matter in which they were a party, in a diabolical effort to stop Robbins from accessing the system on behalf of others.

With supreme court registries in the Province of British Columbia admitting they do not check any documents filed by lawyers (officers of the court), and chief administrator like the chief justice of the superior court disseminating directives that all documents must be checked, what can the ordinary citizen really hope to expect in terms of fairness if they actually get their cases heard, when they cannot be sure of the integrity of the system at the point of the registry?

Question #4- Should section 98 justices (appointed by the federal government) continue to be designated to sitting in cases in the same province where they have been lawyers or may have some type of financial interest in a law firm in that province?

This overall history of this case is a showcase of the captive theory of self interest in an environment that attempts to sell itself as open and accessible – 'and justice for all' a inference found in the Charter of Rights and Freedoms, when the real likelihood is that the members of the legal community are but actors in a monopolized industry where commerce is the end game, and justice for ordinary citizens is but the cost of doing business.

Is an entire provincial industry willing to permit clearly illegal or untoward activities to occur right under their collective noses simply to protect their own self interest?

PART III STATEMENT OF ARGUMENT

1. The arguments involve the applicants Glen P. Robbins ("Robbins"), Ita Robbins ("IMR") and Frana Matich ("Matich"), collectively "the titleholders" and the legal issues relating to their property located at 1355 Honeysuckle Lane, Coquitlam, BC.

2. "Robbins" has by private agreement of 2007 with "the titleholders" agreed to be legally for the repayment of responsible for all mortgage amounts on "the property" to "IMR" and "Matich" are on title, collectively "the titleholders".

3. The "titleholders" were forced under duress of an order for sale of property following an order nisi in 2012 to sign an agreement with Vancouver financial firm Peet and Cowan Financial ("Peet") through a financial commitment letter ("the commitment") to refinance their home. This agreement outlined specific financing amounts of loan based on an annual percentage rate (the "A.P.R.") exceeding **98%** at or about December 22, 2011.

4. The "titleholders" were not informed of the need to obtain independent (certified) legal advice, and were unaware of the criminal implications of the 98% interest charges in the contract with "Peet".

5. Currently the "titleholders" mortgage is registered with BC Land Title and Survey Authority of British Columbia ("the authority") and more specifically New Westminster Land Title ("Land Titles") registry by a different legal entity than "Peet", under legal name Cambridge Mortgage Investment Corporation ("Cambridge"), and the mortgage amount is registered at alternatively 8.95% and 9.17%, and not the agreed upon amount of 98%, the latter amount a criminal rate of interest.

6. "Robbins" "IMR" and "Matich" have contacted New Westminster Land Office seeking the application to rescind the mortgage and have provided evidence of the irregularities of that mortgage including the different two companies, one which actually loan the monies, and the other which registered the mortgage. "Robbins" "IMR" and "Matich" have both an unheard petition and notice of claim before the courts, in which they seek *"a Court Order directing a discharge of the mortgage."*

7. "Matich" was provided with uncertified legal advice in relation to the signing of the mortgage documents while "IMR" did not receive any. No reference was made by either lawyer with regard to the 98% criminal rate of interest on the lending agreement.

8. Within the "the commitment" letter agreement between the "titleholders" and "Peet" was provision for payout to BMO Bank of Montreal "BMO" for two judgments registered with New Westminster Land Title Office (hereinafter "Land Title") in the amount (rounded) of $28,000. The amount of actual legitimate judgment debt associated with the "Land Title" registrations in "the commitment" letter for those two registrations was in fact $16,000.

9. "Robbins" and the "titleholders" affirm that Robert Ellis on behalf of "BMO" filed judgments registrations at New Westminster Land Title office that were not in fact bona fide judgment debts. The inflated payments to Ellis cause the principle amount to increase unfairly to "the titleholders". "Peet" refused to re finance the property at 98% interest without paying out the fraudulent mortgage amounts of Ellis.

10. "Robbins" and "the titleholders" have made numerous complaints to The Law Society of British Columbia "LSBC" on 3 separate occasions about lawyer Robert Ellis's actions on the matter of costs for "BMO". The matter of these registrations is the subject matter of litigation against "the authority".

11. "Robbins" in his capacity as the "attorney" and "representative" for "IMR"- and for "Matich"- wrote to the agent for "Peet" Mr. Darcy Doyle ("Doyle") 10 days to the signing of "the commitment" letter with "Peet" informed him of his client's error of the excessive and illegal payments provided to "BMO".

12. "Robbins" "Matich" and "IMR" acknowledge that "Peet" charged an additional $3,500 to accommodate the 'eleventh hour' payment to "BMO" for the excessive and unsubstantiated claim amounts paid out from the "Land Title" registrations described herein.

13. Within "the commitment" letter agreement between the "titleholders" and "Peet" is acknowledgement of a prepayment of one year interest. Under BC law "Peet" is supposed to provide a schedule of interest payments throughout the year which schedule has not been provided to the "titleholder".

14. In December 2012 "Doyle" contacted "Robbins" to inform him that the mortgage of "the titleholders" was due for renewal on February 4, 2013 and not January 1, 2013 as stipulated under the mortgage filed with "Land Title" by "Cambridge", and referenced in submissions by "Cambridge" at hearing of the order nisi May 9, 2013.

15. Both ("Peet") and ("Cambridge") issued a letter to the "titleholders" for mortgage renewal dated January 21, 2013 (the renewal letter") referring to the mortgage as a second mortgage when it was in fact a first mortgage. The mortgage renewal letter was provided by "Peet" on behalf of "Cambridge".

16. The applicant "Matich" wrote a letter to both "Peet" and "Cambridge" companies on January 15, 2013 and again on January 31, 2013 through "Robbins" seeking clarification of the confusing and inaccurate information in the renewal letter.

17. Both ("Peet") and ("Cambridge") did not respond to the applicant's clarification letter.

18. As a consequence of the incorrect and confusing communication and correspondence issued to "the titleholders" by "Peet" and it's apparent nominee "Cambridge", "Robbins" and "the titleholders" reviewed the original mortgage file and discovered numerous discrepancies in interest rates, including the fact that the financing company was in fact "Peet".

19. ("Cambridge") acting for its own interests under the fraudulent mortgage registration as ("Peet's") nominee, filed a petition for foreclosure on March 20, 2013 in the Vancouver registry of the BC Supreme Court under Action No. VLC-S-H-130330 serving this petition on "the titleholders" March 27, 2013.

20. The "title holders" filed their own petition of foreclosure against ("Cambridge") on April 15, 2013, in the New Westminster BC Supreme Court registry, Action No. 150621 securing a Trial Date of (September 3, 2013), which under Part 1: Orders Sought (this Petition document can be seen as delivered to the Supreme Court of Canada under Action No. 35202 in Glen P. Robbins v Law Society of British Columbia on the docket with submissions dated August 16, 2013 (Appeal Record BC Court of Appeal, and September 11, 2013 (Appeal Book and Factum).

21. The "title holders" filed two affidavits along with their foreclosure petition at New Westminster court registry, which they attempted to also file at Vancouver court registry April 17, 2013 which were rejected for filing by that registry as they had already been filed in New Westminster registry.

22. Both the petition of "the titleholders" filed at New Westminster courthouse on April 15, 2013, and the response to petition filed at Vancouver courthouse on April 17, 2013 are available for viewing at BC Court Services online within 24

hours of them being filed. Case law at BC Court of Appeal establishes the standard of proof of service is "awareness".

23. The petition filed by the applicant's at New Westminster registry on April 15, 2013 under foreclosure contains the exact same content as the response to petition filed by the applicant's at Vancouver registry April 17, 2013.

24. The applicant's April 15, 2013 petition to New Westminster court registry was served on ("Cambridge") on April 15, 2013 pursuant to the BC Supreme Court Rules for document service. ("Cambridge) has filed a response to this petition. This petition has not been heard as yet.

25. The applicant elected to file a conventional appeal of the ex parte foreclosure obtained by ("Cambridge") rather than a leave to appeal, as the conventional appeal features a designation for charter rights violations, while the "Limited Appeal" under leave to appeal does not.

26. "Cambridge" had been properly served with the petition of the "Robbins", "IMR" and "Matich" filed at the sister registry in New Westminster on April 15, 2013. The content of this petition is precisely the same in content as the content in the response to petition filed at Vancouver registry by the applicants on April 17, 2013.

27. "Cambridge's" notice of hearing document featured false or incorrect information designed to fool the court registry including believing that the date of the filing of its petition was March 6, 2013, and not when it was actually filed, which date was in fact March 20, 2013, and which action, would give the court registrar the false 'first glance' impression that 21 days allotted for filing of petition documents had expired, when in fact only 17 days had passed.

28. This notice of hearing document stipulated in Form 68 (Rule 16-1(8)) and Rule 22(3) states: TAKE NOTICE that the petition of {Cambridge} dated March 6, 2013 and not March 20, 2013 which was the truthful date.

29. Part 1 Date of Hearing on the Notice of Hearing Form 68 states: "<u>Check whichever one of the following is correct":</u> The choices offered are (a) *"the parties have agreed as to the date of the hearing of the petition"; (b) "the parties have been unable to agree as to the date of the hearing but notice of the hearing will be given to the petition respondents in accordance with Rule 16-1 (8) (b) of the*

Supreme Court Civil Rules"; (c) "the petition is unopposed, by consent or without notice".

30. The petitioner "Cambridge" determined that the correct election was (b) *"the parties have been unable to agree as to the date of the hearing but notice of the hearing will be given to the petition respondents in accordance with Rule 16-1 (8) (b)."*

31. "Robbins" "IMR" and "Matich" assert that there was never any communication about the date of the hearing as they were never contacted by the petitioner "Cambridge" except for the service of the original petition on March 26th and 27th, 2013, and the service of a two page Index 4 days prior to the hearing of that petition.

32. "Robbins" "IMR" and "Matich" assert that the petitioner "Cambridge" pledged on the notice of hearing document to act in accordance with Rule 16-1 (8) (b) which states: *"in the case of a petition to which a response to petition has been filed and served under subrule (4) (c), file a notice of hearing in Form 68, and serve a copy of the filed notice of hearing on each petition respondent, at least 7 days before the date set for the hearing of the petition."*

33. "Robbins" "IMR" and "Matich" assert that in testimony before BC Justice Fenlon lawyer Bakonyi on behalf of the petitioner "Cambridge" misrepresented himself in submissions to the court, when he said that he never received a filed copy of the response petition from "Robbins" "IMR" and "Matich", because this submission conflicts to the signed declaration on the Form 68 notice of hearing which box he checked and which demands that in order for him to make that statutory declaration on that box, on that Form 68, the response to petition had (in fact) *"been filed and served".*

34. Subrule (4) (c) which is directly linked with Rule 16-1 (8) (b) in relation to the statutory declaration of Bakonyi on behalf of "Cambridge" on the Form 68 stipulates that: *"A person who has been served with a copy of a filed petition under subrule (3) of this rule, if the person wishes to receive notice of the time and date of the hearing of the petition, do the following: (c) unless the court otherwise orders, serve on the petitioner 2 copies and on every other party of record one copy of each document filed under paragraph (a) or (b) as follows: (i) if the petition respondent was served with the petition anywhere in Canada, within 21 days after that service."*

35. "Robbins" "IMR" and "Matich" assert that they filed their response to petition on April 17, 2013 within the 21 day period for doing so. In the area of the document established for declaring how much time is required, the petition respondents

declared that they required over two hours, while the petitioner indicated that he required only five minutes.

36. "Robbins" "IMR" and "Matich" assert the following question: How could the petitioner have declared on April 15, 2013 when they filed the Form 68 notice of hearing document at Vancouver court house – four full days before the expiration of the 21 day period for filing the response to petition, that they had in fact received a filed petition, when the response to petition at Vancouver courthouse was not filed until April 17, 2013?

37. ("Cambridge") lawyer Ron Bakonyi has taken the position at hearing of ("Cambridge's") petition on May 9, 2013 in recorded testimony that they received the notice of claim, petition, and response to petition by registered mail on May 3, 2013, and that the response to petition was unfiled, which contradicts the inferred legal representation within the Rules of the court for filing the Notice of Hearing which indicates that "Cambridge" had been served with a filed response to petition.

38. At no time prior to 4 days before the hearing date of ("Cambridge's) foreclosure petition, were the applicant's made aware of the hearing date of the petition, despite the fact that the applicant's had served ("Cambridge's") the applicant's April 15, 2013 petition filed at New Westminster courthouse (the "sister" courthouse), which petition, filed under foreclosure contained the same content as the applicant's response to petition filed by them on April 17, 2013 at the Vancouver courthouse.

39. "Robbins" asserts that he has had numerous discussions with BC Court Services (superior courts) regarding filing of petitions. Senior staff has informed him that in almost every instance they are aware of petitions are filed with the notice of hearing contained in the filed petition. A petition must be served by process server or otherwise irrefutable evidence that the petition has been served.

40. "Robbins" and "the titleholders" assert at the point at which "Cambridge" obtained its order under foreclosure their rights to a fair hearing and charter rights had been breached in malicious manner.

41. "Robbins" and "the titleholders" assert once "Cambridge" had obtained its order from the BC Supreme Court Justice Fenlon ("Fenlon") without proper notice and without providing them a fair hearing which filed court documents clearly reveal they desired, their charter rights had been affected and from that point forward

they were entitled to file their appeal at the BC Court of Appeal as a matter of right.

42. At the ex parte May 9, 2013 hearing of the petition for foreclosure of "Cambridge" Justice Fenlon admits on the record that she would permit "Robbins" to speak on behalf of "IMR" and "Matich" if there was evidence of "IMR" or "Matich's" intention that he should represent them, (and clearly there was evidence filed at the Vancouver courthouse in the BMO matter (power of attorney)).

43. Madame Justice Fenlon's further explanation of the nature of Justice Grauer's (Glen P. Robbins v Law Society of British Columbia Action No. 53502) order of Supreme Court of British Columbia, is that it does not permit me to speak on another person's behalf is simply a false and unfair depiction, when the Reasons of Justice Grauer in fact encouraged one person speaking on behalf of another under the approval of the sitting independent justice.

44. What the Reasons and subsequent order of the J. Grauer decision before the Supreme Court of Canada under Action No. 35302 reveal is that any person including "Robbins" who is not a member of the Bar, may not to *"commence, defend or prosecute a matter"*. Under federal regulation for all law societies in the country as this pertains to the Province of British Columbia is that any person may assist with documents, which is depicted in J. Grauer's Reasons as the actions of a solicitor, which is separate and distinct from the actions of a barrister for which each justice is responsible.

45. Of the two conditions required by Justice Fenlon to permit "Robbins" to speak to the matter at bar, neither were properly considered or alternatively addressed on the record to the court when the matter was brought back after *"Proceedings Reconvened" at* 2:04 P.M. that afternoon after the lunch recess adjourned at 12:46 P.M. that same afternoon.

46. "Robbins" asserts that Justice Fenlon never actually made a decision about his standing or provided Reasons, but instead held what was essentially an ex parte hearing, asking "Robbins" to sit in the regular seats, hearing submissions for 5 minutes, providing the order nisi and ordering the lowest scale costs after a total hearing time of nearly one and one half hours.

47. "Robbins" and "the titleholders" assert that J. Fenlon ought never have granted an order to "Cambridge" on May 9, 2013 based on the information she had in her possession relating to the filed documents, the false submissions on standing relating to "Robbins" and the time she had during lunch to check the facts, and by

doing so she maintained the advantage "Cambridge" secured through its lawyer Bakonyi through manipulation, cheating, falsifying documents and otherwise eviscerating the charter rights to fair and legal notice and a fair hearing of "Robbins" "IMR" and "Matich".

48. "Robbins" "IMR" and "Matich" assert that at all times where applicable they participated in the collective mindset of any and all litigation filed in the superior courts where they were listed as parties, which is their right to do under section 15 (1) of the Legal Professions Act.

49. "Robbins" "IMR" and "Matich" assert that they filed a Court of Appeal action (CAO40954) against "Cambridge" from the Order Nisi and nominal cost order of Justice Fenlon based on the fact that no proper Notice was provided of the Hearing date, as the Rules of both the BC Supreme Court and BC Court of Appeal demand at least 5 clear business days of Notice prior to any hearing and this was not provided, and that a fair hearing of the matter was not provided.

50. "Robbins" "IMR" and "Matich" assert that the Court of Appeal evidence in both the Appeal Book and Factum filed with the BC Court of Appeal pursuant to the Rules (and {5 copies} provided to the Supreme Court of Canada on September 11 2013).

51. "Robbins" "IMR" and "Matich" assert within the BC Court of Appeal Rules is provision for a designation for any charter right claimed.

52. "Robbins" "IMR" and "Matich" assert that within the BC Court of Appeal Rules any matters dealing with foreclosure are subject to an appeal with leave to the court of appeal. An appeal to the BC Court of Appeal is a right of every citizen, while an application for leave to appeal is a stipulation that permission must be obtained to ensure one's charter rights.

53. "Robbins" "IMR" and "Matich" assert that they verily believe they ought to have had the right to file an appeal of the order nisi at the BC Court of Appeal based on the fact that they (a) did not receive proper notice of a hearing; (b) there was clear proof of their filed and served February 2013 notice of claim against "Cambridge" claiming among other things that the mortgage registered was fraud; (c) clear proof of their filed and served petition of April 15, 2013 in the New Westminster courthouse under the heading of foreclosure featuring "Cambridge" as the respondent which petition (24 days before the hearing; (d) clear proof of their filed response to petition (April 17, 2013), served May 2, 2013, 7 days prior to the hearing of "Cambridge's" petition in Vancouver, and collectively only the

village idiot or a collection of the world's most dishonest lawyers would not have known that "Robbins" "IMR" and "Matich" were desirous of a full day trial hearing of the matter of the "Cambridge" mortgage.

54. Bakonyi, lawyer for "Cambridge" says the response to petition (Vancouver) he received on May 2, 2013 was unfiled. "Robbins" does verily believe that Bakonyi is lying, given that he was the person who filed the response to petitions and he obtained original stamps on over 6 copies of the response to petition and has none that were not stamped.

55. "IMR" and "Matich filed their appeal to the BC Court of Appeal within the time requisites of the BC Court of Appeal rules which appeal designated a place to declare any breach of their charter rights, which designation they elected to effect.

56. "Robbins" in his capacity as process server filed and served the factum and appeal book of "IMR" on August 29, 2013. Pursuant to BC Court of Appeal rule 28 (1) *"An appeal is ready for hearing (a) when the Appeal Record and the appellant's factum and Appeal Book are filed."*

57. "IMR" and "Matich" assert that the respondent "Cambridge" did not file a factum within the requisite 30 days, and filed its application demanding that "IMR" and "Matich" seek leave to appeal (rather than appeal) on October 2, 2013 or 34 days following the filing and serving of the appeal factum and appeal book of "IMR" and "Matich"

58. "Robbins" and "IMR" retained legal counsel to prepare mutual Enduring Powers of Attorney from one to the other, which Powers of Attorney were filed at New Westminster Land Titles Office on October 4, 2013.

59. "Robbins" asserts that on behalf of "IMR" and "Matich", and on the advice of legal counsel, he did not fight the application for leave to appeal as "Cambridge's" lawyer Bakonyi was seeking Special Costs in his application to the court, and "Robbins" "IMR" and "Matich" had lost confidence in the courts with no expectation of a fair hearing.

60. One day after the date of the application Davidson abruptly quit as legal counsel for "Robbins" and "IMR".

61. "Robbins" asserts that Michael Kleisinger of The Law Society of British Columbia was in attendance at the application for "Cambridge", and does verily believe that Kleisinger instructed Bakonyi to resist Enduring Powers of Attorney as acceptable for "Robbins" to attend to hearing on behalf of "IMR" who provided the Enduring Power of Attorney filed at Land Title Office to "Robbins".

62. Both lawyers Davidson and Lawson Lundell accepted the cases of the "the titleholders" and dealt with "Robbins" and were provided with all documents in the matter many weeks before scheduled hearing dates related to their hiring. Both lawyers Davidson and Lawson Lundell provided last minute advice on matters, and both lawyers quit without legal reason for so doing.

63. Lawyer Davidson asserted that he spoke with Bakonyi for "Cambridge" who indicated he would oppose the Enduring Powers of Attorney of "Robbins". This application for leave to appeal seeks an order from the Supreme Court of Canada that "Robbins" can legally represent "IMR" or conversely that "IMR" can legally represent "Robbins", considering The Law Society of British Columbia's efforts to interfere with "Robbins" representing "IMR" with his Enduring Power of Attorney, and the inability of "Robbins" "IMR" and "Matich" to maintain legal counsel.

64. The Representation Agreement Act, R.S.B.C. 1996, c. 405 Land Title Act apply to represented agreements *"as though the representative agreements were enduring powers of attorney."*

65. The applicant "Robbins" asserts that The Law Society of British Columbia has embarked on an orchestrated campaign of "defamatory imputation" against him by encouraging its members not to assist "Robbins" or "IMR" or "Matich", or alternatively to encourage its members including lawyers Bakonyi on behalf of "and to remove all access to justice to him in conjunction with his family including specifically "IMR" and "Matich".

66. There is no procedural mechanism in the BC Supreme Court Act or Rules, or the BC Court of Appeal Act for dealing with circumstances where so-called "officers of the court" {lawyers} 'game' the system on behalf of their clients, in this case lawyers Ronald Bakonyi (and Robert Ellis) on behalf of the respondent "Cambridge", save for those provisions in legislation which confer extraordinary powers on the chief justices of each superior court, both of whom have written "Robbins" to let him know they are well aware of this case.

67. A conventional appeal to the BC Court of Appeal ("the right") includes a provision to include a designation for any breaches to charter rights which occurred, however the leave to appeal process ("the permission") does not. In fact Leave to Appeal is known under the BC Court of Appeal Act section 7 (1) as a *"limited appeal order"* which includes all foreclosure matters and features section 7 subsection (3) which states: *"In an order granting leave to appeal under this or any other Act, a justice may limit the grounds of appeal."*

68. Under British Columbia law an appeal 'by right' triggers an automatic stay of proceedings. Even in circumstances where charter rights have been breached at the lower court, there is no right of appeal only the right to seek permission to appeal

69. The applicant's advance ground one of their appeal to the Supreme Court of Canada on the basis that all charter rights must have full integrity of composition over all laws in every province in the country, and to diminish any right in any circumstance is a degradation of charter rights overall.

70. The respondent to that appeal process "Cambridge" applied to the BC Court of Appeal for an order that the applicant in their capacity as appellants seek leave to appeal, however this application was filed outside the 30 day period for "Cambridge" to file its Factum.

71. The applicant's further assert that they have yet to be heard on the matter of the foreclosure which includes an application to rescind the mortgage registration of the respondent "Cambridge".

72. "Robbins" and the "titleholders"right impugned upon is the Charter Legal Right 7,8 (7) *"Everyone has the right to life, liberty and the security of the person and the right not to be deprived thereof except in accordance with the principles of fundamental justice." (8) "Everyone has the right to be secure against unreasonable search or seizure."*

73. The issue under application to the Supreme Court of Canada deals with the matter of personal property, the home of the applicants. The applicants have the legal right to challenge the mortgage registration of the respondent "Cambridge" under the Land Titles Act. When the respondent "Cambridge" removes the right of the applicant to have a fair hearing in relation to the hearing of the foreclosure, the veracity of it's mortgage registration etc. it is denying the applicant the right to fair hearing (economic), the consequences of which could be the sale of the property in question despite the severe irregularities.

74. By obtaining an order nisi without a full hearing of the facts the respondent inextricably chains itself to the administration of justice and compels the court to provide an order which could if followed to its inevitable conclusion without proper appeal would result in the court ordering the sale of a property with a fraudulent mortgage registration on it. This brings not only the administration of justice into disrepute, but places the Government of British Columbia into the situation that it might be sued for damages as a consequence.

75. Page 18. Of the appellant's court of appeal factum filed and served August 29, 2013 at paragraph 63. Stipulates that: *"The BC Court of Appeal and Supreme Court are subordinate to the Supreme Court Act and Supreme Court of Canada which is responsible for the administration and adherence to The Canadian Constitution and Charter of Rights and Freedoms."* Paragraph 65. of that Factum provides that *"the administration of justice and operation of BC Court Services lies with the Chief Justice of each court."*

76. The applicants assert that the Chief Justices of both the Supreme Court and BC Court of Appeal, fully aware of the facts of "the property" matter, and in consideration of the fraudulent mortgage document filing are in a position under the section for Economic Litigation Section 2 (1) to advise the Lieutenant Governor to undertake an inquiry into this proceeding *"if the amount is $100,000 or less, exclusive of interest"*.

77. The applicants believe that rather than place them in the position of seeking permission through the *"Limited appeal"* of the Leave to Appeal section of the BC Court of Appeal Act, the Chief Justice ought to have utilized his power in (a) allowing the normal appeal process in the circumstances, or (b) halted proceedings altogether until the applicants had had their response to petition/petition properly and fairly heard.

78. The applicants assert that under the BC Court of Appeal section 3 Oath of Office which states: *"Before entering on the duties of the office, the chief justice and every justice must swear an oath as follows: I,…..,do swear that I will truly and faithfully, according to my skill and knowledge, execute the duties, powers and trusts placed in me as a justice of the Court of Appeal for British Columbia {or as the Chief Justice of British Columbia} and that I will be faithful and bear true allegiance to Her Majesty Queen Elizabeth II, heirs and successors."*

79. The applicants assert that in this circumstance where the Chief Justices of both courts have acknowledged awareness of the totality of the circumstances

including the accusations and irrefutable evidence of "Robbins" and "the titleholders" of gross irregularities in mortgage registration and other well documented considerations filed at the two main lower mainland court registries (New Westminster and Vancouver), and at the BC Court of Appeal (Vancouver), and their mutual inaction, they are not in fact 'truly and faithfully, according to…skill and knowledge, executing (sic) the duties, powers and trusts placed in them (sic)', and they are NOT bearing (sic) true allegiance to Her Majesty Queen Elizabeth II, as this concerns the <u>Constitution Act, 1867, Part III. Executive Powers including "Declaration of Executive Power in the Queen – section 9.</u> "*The Executive Government and Authority of and over Canada is hereby declared to continue and be vested in the Queen".*

80. The applicants assert the requirements of the federal Judges Act in this circumstance which includes the following provisions. Under section 2 of the Act the term "judge" includes "a chief justice, senior associate chief justice, associate chief justice, supernumerary judge, senior judge and regional senior judge. The Judges Act under Part II Canadian Judicial Council and section 60. (1) "Objects of Council" stipulates that: "The objects of the Council are to promote efficiency and uniformity, and to improve the quality of judicial service, in superior courts." Subsection 2 (c) and (d) of section 60 stipulate the following: (2) *"In furtherance of its objects, the Council may (c) make the inquiries and the investigation of complaints or allegations described in section 63; and (d) make the inquiries described in section 69."*

81. Section 63. (2) "Investigations" stipulates that: "The Council may, for the purpose of conducting an inquiry or investigation under this section, designate one or more of its members who, together with such members, if any, of the bar of a province, having at least ten years standing, as may be designated by the Minister, shall constitute an Inquiry Committee an expectation that filed documents at the court registry be checked for accuracy, and that the authority in charge of the administration in this case the chief justice be sufficiently competent to ensure the proper administration of justice. be properly notified of a fair hearing.

PART V – ORDER(S) SOUGHT

1. The applicants seek an order from this honourable court cancelling, setting aside or rescinding the offending order obtained by the respondent Cambridge Mortgage Investment Corporation obtained May 9, 2013 under BC Supreme Court File No. VLC-S-H-130330.

2. That in the alternative of the order sought in paragraph 1, an order from this honourable court that the BC Court of Appeal Part 3 – Notices of Appeal apply to the applicants, as a right to appeal the order of the lower court, and not as permission to do so.

3. For an order discharging the mortgage registration of Cambridge Mortgage Investment Corporation on Parcel Identifier: 010-898-565 – 1355 Honeysuckle Lane, Coquitlam, BC

4. For an order permitting Glen P. Robbins under Enduring Power of Attorney to represent any person including his wife Ita Robbins in any legal proceeding, or alternatively his wife Ita Robbins under Enduring Power of Attorney to represent him, without further interference or subjugation of their charter rights to a fair hearing by either The Law Society of British Columbia or the BC courts.

5. For an order declaring that the section 7 Legal Rights of the applicants have been breached with impunity by an aggregate of members of the Law Society of British Columbia with the knowledge and consent of both chief justices of the superior courts in the Province of British Columbia

6. For an order declaring that the applicants have been subjected to cruel and unusual treatment or punishment by members of the Law Society of British Columbia with the knowledge and consent of both chief justices of the superior courts in the Province of British Columbia.

LIST OF AUTHORITIES

1. Dunsmuir v New Brunswick, 2008 SCC 9. (pg 12, para. 46,47);
2. Knight v Indian Head School Division No. 19 (1990) S.C.R. 653 (pg 14, para. 51,52,53,55,56,

Part 4: Legal Basis

1. Relevant BC Supreme Court Forms: Form 24, Form 49, Form 49, Form 67 (Bill of Costs);
2. Relevant Rules of the BC Supreme Court: Civil Rule 14-1; Rule 14-1 (15) (20) and Appendix "B" to the BC Supreme Court Civil Rules; Rules 32(6) and 57 (28) (29) (32) – Appendix 1, 2 and 3;
3. BC Supreme Court Rules Party/Party Costs (procedure and process);
4. **Wheeldan v Magee,** 2010 BCSC p 491 from **Personal Injury Conference (2010)** entitled ***"A New Tariff In Town"*** written by **Christopher J. Hope** of the law firm **Lindsay Kenney** for the *Continuing Legal Education Society of British Columbia,* copyright **Christopher J. Hope;**
5. **Chapter 7** from the **Law Society of British Columbia** – *website on Costs* – reference to 4. And to **Gotavarken Energy Systems Ltd. v Cariboo Pulp and Paper Co.** (1995), 9 B.C.L.R. (3d) 340 (S.C.) Re: BC Supreme Court Rule 14-1(15); reference given to **Christopher J. Hope** law firm **Lindsay Kenney;**
6. **Law Society of British Columbia** *"Ethics of Lawyers"*;
7. **Globe and Mail** –article by journalist **Kirk Makin** Thursday, February 10, 2011 entitled *"Access to Justice becoming a privilege of the rich warns judge"* – a article with quotations from **Supreme Court of Canada Chief Justice Beverley McLachlin** – pertaining to access to justice (Costs);
8. Sections 30.1 and 33 of the Bank Act Canada (R.S.C), 1985 c. B-2;
9. **Mortgage Brokers Act – Mortgage Broker's Regulations** (includes amendments up to B.C. Reg. 187/2006, July 1, 2006); (A) Division 3- Financial Information – Statement and Records 6. (a) (d) (i) (ii) (iii), (e) (i) (ii) (iii); (B) Division 6 – Conflict of Interest 13 (1) (a) (d) (e) (f); (C) Form 9 (en. B.C. Reg. 194/2000, s.4); (D) Part D; (E) Part E – Details of Mortgage Investor including 2(a); (F) Form 10 (en. BC Regi 194/2000, s. 4); (G) Federation of Law Societies of Canada
10. **Business Practices and Consumer Protection Act** {SBC 2004} Chapter 2 Part 2-Unfair Practices – Division 1-Deceptive Acts or Practices – including: (A) Section 4(2), (3) (b) (ii) (iv) (ix) – Section 5 (2) ; Division 2-Unconsionable Acts or Practices – including: Section 7-8(1) (2) (a) (c) (e) (f); Section 9-2; Section 10(1), 10(2) (a) (b) (c) (d) (e).--------Part 5 – Disclosure of the Cost of Consumer Credit – **Division 5 – Credit Arranged by Loan Brokers** – "In this division, *"brokerage fee"* means an amount that a borrower pays or agrees to pay to a loan broker in consideration of the loan broker's services in arranging negotiation...is (a) deducted for the amount of credit extended to the borrower – (b) paid to the loan broker by the credit grantor."

    Division 6- Discharge Required in Relation to Fixed Credit --- (A) Section 81 "In this Division, *"scheduled-payments credit agreement"* means a credit agreement for fixed credit under which the amount advanced is to be repaid in accordance with a specific schedule of payments, which schedule of payments may be subject to adjustment to accommodate contingencies including change in the interest rate."; (B) Section 84 (g) (i) (ii) (iii); Section 85 (1) (a) (b) (c) (d); 2 (a) (b) (c); Section 86 (1) (a) (b); Section 87 (1) (2) (3); Section 88 (1); (C) Section 89 (3) (a) (b) (i) (ii) (iii).

16.

11. **Canada Interest Act** – Sections 4, 6 and 8;
12. **Section 347 of the Criminal Code of Canada;**
13. **The Saskatchewan Court of Appeal** in **Saskatchewan Co-operative Financial Services Ltd. v Torai Hotel Ltd.** (1995) 1 W.W.R. 696;
14. In **Waldron – Law of interest** pg 29-31;
15. Section 21.1 of the **Law and Equity Act;**
16. **Western Mortgage Development Corporation v H&D Corporation** Ltd. et al 40 B.C.L.R. 263;
17. **BC Mortgages Practice Manual;**
18. New Westminster Land Title Office;
19. BANKRUPCTY AND INSOLVENCY ACT;
20. **The Law of Interest and Mortgages** written by Mary Anne Waldran – Faculty of Law, University of Victoria, BC;
21. **Continuing Legal Education;**
22. **Interest Act (Canada);**
23. **Hudolin v Premier Trust Co** (1977), 17 O.R. (2nd) 257 (C.A.);
24. **William E. Thompson Associates Inc. v Carpenter** (1989), 69 O.R. (2d) at 545;
25. **Helo Enterprises Ltd. v Standard Trust Co.** (1993), 87 B.C.L.R. (2nd) 118,;
26. Fixed Disclosure Statement;
27. **Kilgoran Hotels Ltd. and Samek** (1968) S.C.R. 3;
28. **Ferland v Sun Life Assurance Co** (1975) S.C.R. 266;

Court Summary Sheet

Court File #: VLC-S-H-130330

Style of Proceedings

ROBBINS, Ita (Respondent)
BANK OF MONTREAL (Respondent)
DOE, John (tenant) (Respondent)
MATICH, Frana (Respondent)
CAMBRIDGE MORTGAGE INVESTMENT CORPORATION (Petitioner)
DOE, Jane (tenant) (Respondent)

POR: ☐ CFC: ☐

Appearance

Date/Time:	09-May-2013 09:45 AM	**Adjudicator:**	Fenlon, L A
Hearing Location:	Vancouver Law Courts	**Adjudicator Method of Appearing:**	Personal Appearance
Courtroom #:	031	**Adjudicator Hearing Restrictions:**	
Reason:	Chambers Application	**Actual Duration:**	1:5
		Exhibit Card:	

Parties

Party/Attendee Names	Method of Appearing	Counsel/Agent Name	Method of Appearing
BANK OF MONTREAL	Counsel	ELLIS, ROBERT J	Present
CAMBRIDGE MORTGAGE INVESTMENT CORPORATION	Counsel	BAKONYI, R	Present
DOE, Jane (tenant)	Not Present		
DOE, John (tenant)	Not Present		
MATICH, Frana	Not Present		
ROBBINS, Glen	Other Attendee		
ROBBINS, Ita	Not Present		

Documents

Seq #	Document	Result Description	Issue Description	Issue Result Description
1	Petition to the Court	The end or conclusion of planned appearances	1) ORDER NISI	Order Made
			2) REDEMPTION PERIOD 6 MONTHS	Order Made
			3) REDEMPTION AMOUNT $404,756.39	Order Made
			4) INTEREST 8.95% PER ANNUM, PER DIEM $96.12	Order Made
			5) JUDGMENT SOUGHT AGAINST ITA ROBBINS AND FRANA MATICH	Order Made
			6) COSTS SCALE A	Order Made
			7) FURTHER ACCOUNTING	Order Made
			8) OTHER ORDER/APPLICATION	Order Made

Order Details

Order Type	Term #	Terms of Order
ORA	1	The order for foreclosure is granted in the form sought, as per the petition CEIS document #1
	2	VIEW ELECTRONIC IMAGE FOR TERMS OF ORDER

Court Summary Sheet

Order Details

Order Type	Term #	Terms of Order
ORD	1	Mr. Robbins is not permitted to make submissions on the respondent's behalf on this petition proceeding
	2	Mr. Robbins signature is dispensed with as to the form of the order.
	3	VIEW ELECTRONIC IMAGE FOR TERMS OF ORDER

Comments

12:00-12:12:50
2:05-2:20
total time 1:05

HEL

From 1(g)-Excerpts from testimony at May 9, 2013 hearing at BC Supreme Court File No. VLC-S-H-130330 (full transcript available upon request):

1. The applicants further assert that during the ex parte hearing for foreclosure on held before "Fenlon" on May 9, 2013 legal counsel for "Cambridge" Mr. Ronald Bakonyi ("Bakonyi") made incorrect submissions when dealing with the preliminary issue as to whether or not "Robbins" could represent "IMR" and "Matich" at the hearing including:

   (a) *Refusing to acknowledge that his client "Cambridge" had in fact been served with a petition filed at the New Westminster BC Supreme Court April 15th, 2013 and served on his client that same day. {The petition contained precisely the same information as the response to petition filed by "IMR" and "Matich" on April 17, 2013 at the Vancouver courthouse. Both petitions were again provided to Mr. Bakonyi who acknowledges his awareness of receipt of each of them (as well as a notice of claim) on May 2, 2013. Both the petition and response to petition sought in excess of 2 hours for hearing, while "Cambridge's" petition sought 5 minutes only}.; (line 42, pg 8 court transcript);*

   (b) *"Bakonyi" acknowledges not putting the materials of the respondent (the applicant) he received from the respondent in his binder to the court (which he is required by law to do), because as he says at line 37 "it's too lengthy";*

   (c) *"Bakonyi" acknowledges at line(s) 39 and 40, pg 78 court transcript that he received a letter from the respondents seeking an adjournment based on the fact that they had not received a notice of the hearing;*

   (d) *At line 13 of page of the transcript "Robbins" addresses the court "Excuse me, "I do not have that document Your Honour" (referring to the binder of materials of petitioner not served); Mr. Bakonyi for the respondent interrupts with "My Lady, I will go through it and then---; The Court interjects "Just a moment, Now, is there an extra copy of the chambers record (unserved).*

   (e) *Bakonyi lies to the court: "I don't have an extra copy of it. The materials were properly served and delivered and I will go through the circumstance and he will allow me without interruption…"* (no Notice of Hearing was served, and only the Index of the materials was served a few days before the hearing - "the titleholders" in their capacity as respondents still have not been served with the materials);

(*f*) Bakonyi on page 16 states to the court: "*...Mr. Robbins has had a long, long history of litigation matters with other lenders, other lawyers, he has sued lawyers, lenders, I am advised judges and other parties, and what Mr. Robbins did in this case was—well, I'm going to start by just giving you a copy of the order that he has referred to dated October the 3rd, 2011. It was an action between the Law Society and Mr. Robbins directly and if I can just hand you up a copy. He has a copy of it. He was aware of it and he mentioned it. That order is in an action in Vancouver court, Supreme Court, and it's an order filed January 11, 2012 and in paragraph 1 it was an action between the Law Society, who has had many dealings with Mr. Robbins also, and the order says":* 'The respondent, Glen P. Robbins, be permanently prohibited and enjoined from commencing, prosecuting, or defending a proceeding in any court on his own name or in the name of another person except as permitted under section 15(1) of the Legal Profession Act.' Mr. Bakonyi continues his own submission at line 44 page 4 "*Which deals with you have to be a lawyer to be able to be able to practice law. "So what Mr. Robbins has done since receipt of this petition and application is first of all this shows that he is clearly behind all of these matters and what he has done, in the envelope that he had sent me there was a letter in which Mr. Robbins had noted himself as the sender and it was his return address. This letter included the (so-called) unfiled response at tab 3 (of the unserved binder).* At line 11 Bakonyi states: "*The envelope that was delivered to my office on May the 2nd included two cover letters and in the envelope, the envelope that came in, which I have, had Mr. Robbins as the sender of the letter, of the materials.*"

(g) Justice Fenlon at line 16 page 5 responds to Bakonyi's submissions: "*So this is the furtherance of your submission that what he's doing is contrary to the order of Mr. Justice Grauer.*"

(h) Mr. Bakonyi at line 19 responds to Justice Fenlon: "*Exactly, and that he has no standing and that the order, he is contravening with that court order and he* ***has no right to be speaking today and he has no standing to be speaking today.*** *The envelope that he had delivered included an unfiled response and numerous and lengthy other documents prepared by Mr. Robbins including the two letters that I mentioned, and those were copied to the Chief Justice, to the Trial Lawyers Association, to the RCMP, to the Liberal party, the NDP party, the Supreme Court of Canada, the Canadian Press, the office of the prime minister, and it goes on and on and on.*

(i) <u>At line 32 page 5 Justice Fenlon interrupts to speak:</u> "Is that the material in the----"

(j) <u>Mr. Bakonyi interrupts the justice at line 33 page 5 with:</u> *"That's not in the material, but that was delivered to me as part of it. Some of the materials that he delivered to me are in the materials, in the binder. Some of it I didn't put in it's too lengthy. The second thing he delivered to me was a notice of civil claim that he had filed on February the 22nd, 2013. It wasn't served on me until May the 2nd (N.B. it had been served on "Cambridge" many weeks earlier). It was filed in February, but no served on me until May the 2nd when he delivered that envelope and that was a new action by Mr. Robbins, Ita Robbins and Frana Matich, and its an action that he has now started against my client, myself, the Province of British Columbia and the Canadian government as a third party, and I believe the WCB is also a party to that action. That was filed in New Westminster Supreme Court separate from anything that was going on here. In addition, he filed in the New Westminster Supreme Court --, am I going too quickly?"*

(k) <u>At line 6 page 6 Justice Fenlon responds:</u> *"No, that's fine"*

(l) <u>At line 7 page 6 of the court transcript Bakonyi states:</u> *"On April the 15th, 2013, which came in that envelope that he had delivered to me, or had delivered to me, another petitioner, a new petition, another action naming himself, Ita Robbins and Frana Matich as a petitioner and that action is against the Bank of Montreal that Mr. Ellis represents, Cambridge Mortgage and the Province of British Columbia. That was in the materials."*

(m) <u>At line 32 page 6 Justice Fenlon responds: "</u>*Is that against the same parties?"*

(n) <u>At line 33 page 6 Bakonyi responds: "</u> *I'm sorry, I don't have that with me."*

(o) <u>At line 34 page 6 Justice Fenlon responds:</u> *"All right, that's fine"*

(p) <u>At line 37 page 6 Bakonyi continues: "</u>*...Then he delivered to me a letter on May the 8th, 2013, which was yesterday, a lengthy letter. It included a request for an adjournment. He now signed the letter per Ita Robbins and Frana Matich, in his name but per the other two parties, and he mentioned a number of other things which he may bring up today about* <u>*not being properly served*</u>

or delivered or anything like that. I can mention to you that at Tab 3 is the response that I received, that' s the only response I've ever received, it's unfiled, just to get this out of the way because I think he's going to raise it."

(q) At line 3 page 7 Justice Fenlon acknowledges Bakonyi's stream of consciousness: "*Yes*"

(r) Bakonyi continues to speak: *"It's an unfiled response. The Rules require the respondent to file a response and provide to me a filed response within 21 days. Now, just for your reference because this is, he may bring this up and I just want to get it out of the way, this petition that we've started, this action here today was filed on March 20, 2013"* (N.B. in the unserved Notice of Hearing the date represented on Bakonyi's document provides a filing date of March 6, 2013 and attempt to induce the registry to believe 21 days had passed). "The parties were served on March 26th and 27th, 2013, that's all in the materials. We filed our notice of application on April 15th, 2013." (NB no notice of application was filed, only a notice of hearing unserved)

(s) At line 20 page 7 Justice Fenlon interjects with: "On April"?

(t) At line 21 page 7 Bakonyi interjects with: "15th".

(u) At line 22 page 7 Justice Fenlon reasserts the date: "15th".

(v) On line 23 page 7 Bakonyi confesses: "It was delivered **by mail** on April 18th.

(w) On line 45 page 7 Bakonyi states: *"...the Law Society....is (sic) well familiar with Mr. Robbins...and have been embroiled in litigation by him in attempts to complicate the filing of the actions in other courthouses, in other supreme courts against all parties that have ever essentially spoken to him."*

(x) On line 17 page 8 Justice Fenlon states: ***"Now, that's not something I can take into account, it's not in the materials."***

(y) At line 11 page 11 Justice Fenlon states to Robert Ellis (Law Society politico): *"All right. Just hang on. But the issue before me is whether Mr. Robbins is – should be permitted to speak on behalf of these two women."*

(z) At line 14 page 11 Robert Ellis responds to Justice Fenlon's statement at line 11 page 11: *"I support my friend's position on this (Bakonyi) that Mr. Robbins* *here is clearly the driving force behind all of the responses that are being filed and submitted to the court in this matter. He is clearly defending a proceeding in the name of another person and he is clearly not a member of the Law Society."* "Robbins" asserts that Ellis either doesn't understand what the language of this means or is {once again} 'gaming' the court.

(aa) "Robbins" asserts that the meaning of the language of "defending" a proceeding as the federal regulations for Law Societies across Canada, specifically for the Province of British Columbia, and as Justice Grauer had intended it to mean in compliance with this lawful regulations in his Reasons in *Glen P. Robbins v The Law Society of British Columbia* is in reference to the actions of the solicitor, not the actions of the barrister, and it is in the latter capacity that "Robbins was attending the hearing date on May 9, 2013

(bb) Mr. Ellis a co respondent states at line(s) 9-13 of pg 10 of court transcripts that: *("Robbins") "in the first action against the bank {"BMO"} Madam Justice Adair was presented with the same type of standing application or argument that is being made today and she expressed great concern that Mr. Robbins may not have the requisite authority or consent of his wife {"IMR"} and his mother in law {"Matich"} to appear or that he may be taking positions which they are not aware and she adjourned the application specifically for the purpose of requiring those two ladies to appear in court before her so that they could satisfy the court that he did have the requisite authority."* (Mr. Ellis was aware he misrepresenting the facts, as the record in the earlier BMO matter before Justice Adair clearly shows that "Robbins" attended before "Adair" with powers of attorney from his wife and mother in law).

(cc) At line(s) 23 pg 14 Madame Justice Fenlon despite having knowledge of lack of notice indicates that: *"part of her (sic) task is to make sure this case gets heard today."*

(dd) At line(s) 15-23 pgs 14-15, Madame Justice Fenlon states: *"I will say to you that generally <u>I have no difficulty with people speaking on behalf of him or herself and that is often the case, that it's permitted, but I only do so when there is evidence before me that assures me that the person who is speaking is actually speaking on behalf of and expressing the view of the person who wants them to do that,</u> so---….I have two questions that I need you to address on this preliminary question. One is what evidence do I have that your wife and mother in law have said I want Mr. Robbins to represent me and he is speaking on my behalf, and two, what evidence, or what answer can you give*

me to this order of Mr. Justice Grauer which very clearly says you are not supposed to speak on anyone's behalf.

(ee) Later, at line(s) 43-47 Justice Fenlon further qualifies her conditions in permitting standing: *"first I have to be satisfied that the person is speaking truly on their behalf…signed by Ita Robbins or Frana Matich, under oath or otherwise, that says we are asking Mr. Robbins to speak for us in this matter."*

(ff) At line 5-8 of page 16 Justice Fenlon states that: *"Mr. Robbins is not to be speaking on behalf of anyone else."*

(gg) At lines 40-page 11, 43-page 12, 12-page 13, 7-page 13, 17-page "Robbins" references the true nature of the J. Grauer decision.

(hh) At line 1 of page 18 "Robbins" states to Justice Fenlon: *"Every one of the documents filed in this file, right, including the response to petition is signed by those people who were served. Frana Matich, Ita Robbins, they are served, they signed".* This means that "IMR" and "MATICH" are entitled to commence, defend or prosecute a claim as section 15 (1) litigants under the Legal Professions Act and "Robbins" is permitted to assist them, so long as "IMR" and "Matich" are desirous of taking the legal steps as section 15 (1) litigants. "Robbins" is entitled to file and serve those documents as any process server might do, and thereafter "Robbins" may attend to the independent court.

(ii) At line 5 of page 18 Justice Fenlon responds: "All right. But what points— where does it say that they are asking you to speak on their behalf today?"

(jj) At line 37 page 18 "Robbins" ask Justice Fenlon if she wants to see his Supreme Court of Canada submissions (Re: *Glen P. Robbins v The Law Society of British Columbia-Supreme Court of Canada*) which would include the evidence of Justice Grauer's Reasons---*"I've got my submissions. Do you want my Supreme Court of Canada submissions?*

(kk) At line 39 page 18 Justice Fenlon responds *"No, that's fine"*

FORM 1

ENDURING POWER OF ATTORNEY
(For appointment of one attorney)

THIS ENDURING POWER OF ATTORNEY is given on this 4th day of October, 2013 by ITA ROBBINS, Bartender, of 1355 Honeysuckle Lane, Coquitlam, British Columbia V3E 2N6

I appoint GLEN PATRICK ROBBINS, Public Opinion Pollster, of 1355 Honeysuckle Lane, Coquitlam, British Columbia V3E 2N6 to be my attorney in accordance with Part 2 of the *Power of Attorney Act*.

I authorize my Attorney to make decisions on my behalf in relation to my financial affairs and do anything on my behalf that I may lawfully do by an agent in relation to my financial affairs.

My Attorney may exercise the authority granted by this Enduring Power of Attorney while I am capable of making decisions about my financial affairs, and this authority continues despite my incapability to make those types of decisions.

My Attorney is not to be compensated for acting as my Attorney.

This Enduring Power of Attorney is effective on the date it has been signed by me and my Attorney.

I expressly exclude the effect of Section 56(1) of the *Land Title Act*, R.S.B.C. 1996, c. 250, and any subsequent amendments thereto, and any subsequent similar statutory provisions, and I expressly declare that this Power of Attorney shall remain valid and in full force and effect for all purposes whatsoever during my lifetime, and that its validity shall not be limited to a period of three (3) years after the date of its execution in circumstances in which it is filed in the Land Title Office or is used by my Attorney for any purpose in connection with the transfer, charging or dealing in any way with an interest in real property by me, unless this Power of Attorney is sooner terminated by me by lawful means.

OFFICER SIGNATURE	EXECUTION DATE			DONOR'S SIGNATURE
	Y	M	D	
ROSS DAVIDSON BARRISTER & SOLICITOR 403 - 16033 - 108th Ave. Surrey, B.C. V4N 1P2 Phone: (604) 951-2990	13	10	04	Ita Robbins ITA ROBBINS

OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

32.

OFFICER SIGNATURE	EXECUTION DATE			ATTORNEY'S SIGNATURE
	Y	M	D	
	13	10	04	GLEN PATRICK ROBBINS

ROSS DAVIDSON
BARRISTER & SOLICITOR
403 - 16033 - 108th Ave.
Surrey, B.C. V4N 1P2
Phone: (604) 951-2990

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33.

CANADA
PROVINCE OF BRITISH COLUMBIA
TO WIT;

I, GLEN PATRICK ROBBINS, of the City of Coquitlam, in the Province of British Columbia DO SOLEMNLY DECLARE THAT:

1. I am the Attorney appointed by the foregoing Power of Attorney;

2. At the time of such appointment, namely, October 4, 2013, I was of the full age of nineteen years.

AND I make this solemn Declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

GLEN PATRICK ROBBINS

DECLARED before me at the City of Surrey, in the Province of British Columbia, on October 4, 2013.

A COMMISSIONER FOR TAKING AFFIDAVITS FOR BRITISH COLUMBIA

ROSS DAVIDSON
BARRISTER & SOLICITOR
403 - 16033 - 108th Ave.
Surrey, B.C. V4N 1P2
Phone: (604) 951-2990

35.

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Subject ROBBINS - Notice of Receipt

NOTICE OF RECEIPT

2013-10-04 10:58:16

FOLIO: ROBBINS
SUBMITTER'S NAME: GILL, SANDEEP(P)

APPLICATION (1):
- TYPE: POWER OF ATTORNEY
- DOCUMENT NUMBER: CA3387378
- STATUTORY FEE: $24.20 SERVICE CHARGE: $1.50 HST: $0.08
- RECEIVED: 2013-10-04 10:58:15

JURICERT INFORMATION:
- TOTAL JURICERTS: 1
- JURICERT FEES: $2.50 SERVICE CHARGES: $0.00 HST: $0.13

TOTAL FEES:
- STATUTORY FEES: $24.20
- SERVICE CHARGES: $1.50 HST: $0.08

Print Notification