NOVA SCOTIA COURT OF APPEAL

Citation: ***Macdonald v. First National Financial GP Corporation***, 2013 NSCA 60

Date: 20130508
Docket: CA 411885
Registry: Halifax

Between:

Michael Macdonald and Maritime Residential Housing Development Ltd

Appellants

v.

First National Financial GP Corporation

Respondent

Judge:	The Honourable Mr. Justice Jamie W.S. Saunders
Motion Heard:	May 2, 2013, in Halifax, Nova Scotia, in Chambers
Held:	Motion to strike Notice of Appeal granted.
Counsel:	Appellant in person Rebecca L. Hiltz LeBlanc, for the respondent

Decision:

[1] I encountered Mr. Macdonald several times while presiding over cases heard in Chambers this term. Each was a bizarre experience. His ill-advised forays into the juridical world led to a series of unnecessary appearances which wasted my time as well as the time of counsel representing the respondent. Mr. Macdonald's actions show a pattern of exploiting the Court's limited resources which only served to delay and frustrate other parties and lawyers who were forced to wait patiently in a packed courtroom for their case to be heard.

[2] Despite the considerable time and effort I and court officials spent trying to explain to Mr. Macdonald the way things worked, such efforts seemed to fall on deaf ears. I repeatedly told Mr. Macdonald that in order for me to consider his submissions I would first have to understand them. Obviously I failed in that effort because I can still make little sense of his representations.

[3] Mr. Macdonald may identify with the group of individuals who style themselves as members of the "Freeman–on–the-Land" movement. That I do not know. In his appearances before me he used a variety of sobriquets including "the natural human", "the agent for the all capital letters", "the beneficiary for the MICHAEL MACDONALD TRUST ACCOUNT", "the agent of Michael W. Macdonald and Maritime Residential Housing Development Ltd.", "the natural human" and "Michael William Sui-Juris, Human Flesh and Blood Man".

[4] But for exceptional circumstances or other statutory limitations, judges and lawyers proudly subscribe to the "open courts" principle. I welcome the attendance of citizens in what must be seen as *their* courts, so that they are free to sit at the back of the gallery, view the day's proceedings and judge for themselves whether respect for the administration of justice is well-founded.

[5] With that in mind I will offer a few illustrations to allow the reader a glimpse of what happened in this case, both to provide context for the outcome, and to serve as a modest substitute for actually attending as an observer seated at the back.

[6] At the hearing on May 2, Ms. Hiltz LeBlanc, counsel for the respondent, offered detailed written and oral submissions in support of her motion to strike the Notice of Appeal pursuant to CPR 90.40. Mr. Macdonald was also heard with respect to the merits and costs. After considering their submissions and the record, I granted the respondent's motion and summarily dismissed the appeal with costs to the respondent in the amount of $5,000 payable forthwith. I said my reasons would follow. These are my reasons. I will start by describing how we got to this point.

Background

[7] On May 22, 2012, First National Financial GP Corporation (the "respondent") began an action for foreclosure, sale and possession against Michael Macdonald and Maritime Residential Housing Development Ltd. (the "appellants" or, where I am referring only to Michael Macdonald, the "appellant") in the matter of lands located at 226, 228, 230, and 232 Hawthorne Street, Antigonish, Nova Scotia.

[8] The appellants defended that action and counterclaimed. In the process, they served 178 Interrogatories on respondent's counsel, and requested that those Interrogatories be answered by Stephen Smith, whom the appellants say is a member of the respondent's Board of Directors.

[9] The respondent defended the counterclaim.

[10] On October 17, 2012, the appellants delivered three more sets of 193 Interrogatories to respondent's counsel, and requested responses from Stephen Smith, "John Doe", and respondent's counsel personally.

[11] On December 19, 2012, the appellants made a motion before Murphy J. pursuant to **Rule** 13 of the Nova Scotia **Civil Procedure Rules** for an order for summary judgment striking the respondent's Statement of Claim and for summary judgment in the appellants' Counterclaim.

[12] During the December 19, 2012 hearing, respondent's counsel raised the question of whether the respondent would be required to respond to the Interrogatories.

[13] On January 4, 2013, Murphy J. issued an order dismissing the appellants' motion for summary judgment. He also ordered that the respondent need not answer any of the four sets Interrogatories served by the appellants, finding them to be "improper, unreasonable, frivolous, vexatious, and prolix".

[14] Murphy J. also ordered costs on the motion in the amount of $750 to be paid by the appellants within 30 days of the date of the Order.

[15] To date, the appellants have not paid the costs ordered by Murphy J.

[16] On January 18, 2013, the appellants filed a Notice of Appeal of Justice Murphy's decision. The Notice of Appeal lists the appellants as "Michael Macdonald" and "Maritime Residential Housing Development Ltd". It was signed by Michael Macdonald in his own right and by Michael Macdonald on behalf of Maritime Residential Housing Development Ltd.

[17] Although the appellants filed the original Notice of Appeal with the Registrar on January 18, 2013, they did not deliver a copy to respondent's counsel until February 6, 2013, some 19 days later.

[18] On February 5, 2013, Mr. Macdonald filled out a "Court Data Information Sheet" and filed it with the Registrar. On the form, he stated his full name as "Michael William Macdonald" and, in the space where a party would ordinarily note if they were the appellant or respondent (for example), he described himself as the "Agent" in this court proceeding. He signed the form as "Michael Macdonald". That same day, he filed a completed Form 34.03 with the Registrar, in which he declared that he, Michael Macdonald, is the agent for the corporate appellant, Maritime Residential Housing Development Ltd. As with the Court Data Information Sheet, he signed the form "Michael Macdonald".

[19] On February 28, 2013, the Registrar wrote to the appellants to advise that it had come to her attention that the order being appealed was not a final order but rather an interlocutory order disposing of motions made to the trial judge in the course of proceedings. She requested that the appellants amend the Notice of Appeal to comply with the rules for interlocutory appeals, and enclosed a Notice of Application for Leave to Appeal and Notice of Appeal (Interlocutory) form.

[20] On March 14, 2013, the appellants filed an Amended Notice of Application for Leave to Appeal and Notice of Appeal (Interlocutory) which in these reasons I

will refer to as "ANALANA". While some elements of the form were amended, the signatures remain the same as in the original Notice of Appeal filed January 18, 2013. That is, the Amended Notice of Appeal is signed by Michael Macdonald in his own right and by Michael Macdonald on behalf of Maritime Residential Housing Development Ltd.

[21] In the ANALANA, the appellants indicated that the Motion for Date and Directions would be heard in Court of Appeal Chambers on Thursday, March 28, 2013. The appellants did not consult with respondent's counsel before choosing the date for their motion. The ANALANAwas not delivered to respondent's counsel until March 21, 2013.

[22] The parties appeared before me in Chambers on March 28, 2013 on the Motion for Date and Directions. In the course of that hearing, it become apparent that Mr. Macdonald had not filed a Certificate of Readiness as required by **Rule** 90.26, despite having been explicitly informed of this requirement by the Registrar in her letter of February 28, 2013. Mr. Macdonald also acknowledged in response to my questions that both the Registrar and the Deputy Registrar had explained to him the purpose of and requirements for a Certificate of Readiness, although he stated that he did not understand that it needed to be filed.

[23] As the appellants had not filed the Certificate of Readiness with the Registrar, I declined to set the matter down for an appeal, choosing instead to adjourn the Motion for Date and Directions to Chambers on April 18, 2013. I also directed the appellants to file the Certificate of Readiness with the Registrar and serve it upon respondent's counsel at least 4 clear days before the April 18, 2013 Chambers hearing.

[24] The appellants filed a completed Certificate of Readiness with the Registrar on April 5, 2013.

[25] However, Mr. Macdonald did not deliver the Certificate of Readiness to respondent's counsel's office within the 4 clear days required by Rule 90.26. Instead, he delivered it on April 12, 2013, only 3 clear days before the hearing.

[26] The parties appeared before me again on April 18, 2013, as scheduled. At this hearing, respondent's counsel informed me that she had instructions from her client to bring a motion to strike the appeal. She also said she would prefer to

pursue the unusual step of having a panel of this Court decide the leave application *prior* to setting the matter down for appeal. Rather than adopt that course and fix a date for the leave hearing I preferred to set a date to hear the respondent's motion to strike. My reason for doing so was that if, upon hearing the motion, I decided to strike the appeal, then my decision would avoid having to schedule and then cancel dates for hearings. Alternatively, if I chose to dismiss the respondent's motion to strike, dates for the leave hearing and the appeal itself could be set at that time.

Analysis

[27] Rule 90.40 states:

> 90.40 - Setting aside or dismissing an appeal summarily
>
> (1) A judge of the Court of Appeal may set aside a notice of appeal if it fails to disclose any ground for an appeal.
>
> (2) A judge of the Court of Appeal may dismiss an appeal if the appeal is not conducted in compliance with this Rule 90 for any reason, such as, failing to comply with Rules respecting any of the following:
>
> (a) the form of the notice of appeal,
>
> (b) notifying a person of the appeal,
>
> (c) making a motion for directions,
>
> (d) setting the appeal down for a hearing,
>
> (e) filing the certificate of readiness.
>
> (3) On a motion for which seven days notice has been given to the appellant, a judge of the Court of Appeal may dismiss an appeal if it is demonstrated that no appeal lies to the Court of Appeal.
>
> (4) A judge of the Court of Appeal hearing a motion to set aside a notice of appeal or dismiss an appeal may give directions on the appeal, order costs, or

> require the defaulting party to indemnify each other party for the expenses caused by the default.

[28] Here the respondent's motion to strike is brought pursuant to Rule 90.40(2). The respondent asks me to exercise my discretion and strike out the appellants' ANALANA on account of the appellants' repeated failure to follow directions and perfect their appeal in accordance with the Rules. Their motion is not brought pursuant to CPR 90.40(1). Therefore I make no comment on the merits or otherwise of the appellants' grounds of appeal or whether their notice of appeal fails to disclose any valid and sustainable ground of appeal.

[29] Despite my and other court officials' attempts to assist Mr. Macdonald and give him time to comply with my directions, the appellants' written submissions were not clarified or corrected by his several appearances before me in Chambers. He has consistently attempted to negotiate with me about the "rules" under which he would agree to make submissions to the Court. At both the March 28 and April 18 hearings, he refused to cross the bar, choosing instead to remain in the public gallery so as to avoid attorning to the jurisdiction of the Court. Both times, he emphasized that he was not "contracting" with the Court and would only cross the bar if I agreed that his presence before me signified that he was making his submissions as agent for Michael Macdonald, rather than as Michael Macdonald on his own behalf. Yet again I reminded Mr. Macdonald that he could not appear as an agent for himself.

[30] Counsel for the respondent obtained a transcript of the proceedings from a certified court reporter and filed it as part of the record to support her motion. The transcript shows that at the April 18, 2013 hearing the following exchange took place:

> <u>The Court</u>: Mr. Macdonald do you intend to make any representations this morning? And I would ask you to come forward as I did the last time, Mr. Macdonald, because it's important that everything you say and everything I say is recorded.
>
> Mr. Macdonald: Okay, I'm just asking if you're looking for the trust account.
>
> <u>The Court</u>: Did you just hear what I said?

Mr. Macdonald: Macdonald or are you looking for the…

The Court: Did you just hear what I said?

Mr. Macdonald: Or are you looking for the natural man?

The Court: Would you come forward Mr. Macdonald or do you choose not to?

Mr. Macdonald: Well I choose to make it clear that I'm here to represent the – as an agent for the all capital letters, I'm beneficiary for the MICHAEL MACDONALD TRUST ACCOUNT.

The Court: What you've just said makes no sense to me, Mr. Macdonald.

Mr. Macdonald: Well it will be.

The Court: Indeed. Is it your position this morning that you are someone other than Michael Macdonald?

Mr. Macdonald: I am the natural human in question but Michael William, I am not a trust account.

The Court: Are you Michael W. Macdonald, the Appellant who is listed in the style of cause?

Mr. Macdonald: No, I'm not.

The Court: Who are you?

Mr. Macdonald: I'm the agent for the all capital letters.

The Court: But what is your name?

Mr. Macdonald: Michael William.

The Court: That's your full name?

Mr. Macdonald: The surname is owned by the Crown.

> <u>The Court</u>: I see.
>
> <u>Mr.Macdonald</u>: And that's a trust account. I am the agent for the beneficiary of the trust account.
>
> <u>The Court</u>: So you are here this morning as Michael William claiming to be the agent of Michael W. Macdonald and Maritime Residential Housing Development Limited?
>
> <u>Mr. Macdonald</u>: Yes.

[31] Mr. Macdonald and I had a similar exchange in Chambers on March 28 and again on May 2, 2013.

[32] Mr. Macdonald alleges in both his written and oral submissions that he has chosen to appear as agent and not in his personal capacity. He says that by my calling him "Mr. Macdonald" I was trying to "trick" him into becoming the trustee of a "*cestui que vie* trust" by having him agree that his name is "Michael Macdonald". He insisted that he was "not a person" and that my requiring him to properly identify himself and establish standing before the Court would somehow expose him to criminal liability or other sanction. When he appeared before me on April 18 he elaborated upon this premise by asking that I listen to him recite the following:

> I am the authorizing agent for the beneficiary of the all capital, MICHAEL WILLIAM MACDONALD TRUST ACCOUNT. And of many accounts for the trustee of the corporation CANADA, in all capital letters.
>
> If I were to admit to being the surname Macdonald, name of the trust, not only would I be in violation of 336 of the Criminal Code, a criminal breach of trust and 403, personalization of the Criminal Code but also it would be interviewed as being trustee of the trust account or a legal fiction over which you are public servant. This would make me liable for the debt against the trust account. Men, both women, male and female does not have access to the trust account because men do not operate in commerce. This is why the public must turn us into a legal fiction making us believe we are the surname in order to operate in this fictional world. We are not legal fictions, however, in order to function within commerce we must have a surname to use with the illusion. And this can be corrected. The Crown owns legal title to the surname. If we are asked to sign our last name we

> would ask them, are we to violate the Criminal Code which does not apply to us. The Criminal Code only applies to public servants. I believe what you are doing now, trying to trick me into becoming the trustee of the CQV [cestui que vie] trust, is fraud.
>
> […]
>
> Since the Crown has legal title to the surname this means that not only is the Crown liable for the debt created but also evidence which public servants has committed fraud. I would like to have this case dismissed in its entirety or I will have no choice but to expose all this fraud.

[33] Mr. Macdonald seems to build upon his philosophy and way of thinking in this extract from his lengthy "Commercial Affidavit of Truth" which he filed April 29, 2013, ostensibly in reply to the respondent's motion to strike:

> 20. When we were born, a Cestui Que Vie Trust ("CQV") was set-up, for our benefit. Evidence of this is the birth certificate. But what is the value which must be conveyed to the trust, in order to create it? It was our right to property (via Birth into this world), our body (via the Live Birth Record), and our souls (via Baptism). Since the state/province which registered the trust is the owner, it is also the trustee… the one that administers the trust. Since they, also, wanted to be beneficiary of this trust, they had to come up with ways to get us, as beneficiary, to authorize their charging the trust, allegedly, for our benefit (via our signature on a document: citation, application, etc.), and then, temporarily transfer trusteeship, to us, during the brief time that they want to be the beneficiary of a particular "constructive" trust.

[34] Sadly, none of this makes any sense to me. Nor apparently to counsel for the respondent. With respect, we ought not to be obliged to waste any more time trying to plumb or fathom the depths of Mr. Macdonald's thinking.

[35] Rule 90.40(2) gives me the discretion to dismiss an appeal if it is not conducted in compliance with Rule 90 for any reason. Mr. Macdonald has demonstrated throughout the process that he does not respect the Court's process or Rules. His manner of conducting this appeal has not complied with the Rules in all of the ways described above. These are not minor slips. These are serious deficiencies that have prejudiced the respondent's position and put its counsel to needless time and expense in having to respond to the appellants' ridiculous antics.

Mr. Macdonald has consistently shown that he has no intention of following the Rules even when they have been explained to him by me, by the Registrar, and by the Deputy Registrar.

[36] As noted previously, Mr. Macdonald's submissions were often sprinkled with phrases like "breach of contract" and " *cestui que* trust". Respectfully, it appeared to me that the appellant had lifted a series of words or phrases from dictionaries or penal statutes, strung them together in an attempt to persuade or impress, and was left with a submission that made no sense whatsoever.

[37] I told Mr. Macdonald that I found it strange he would seek access to and the protection of the rules of procedure and existing laws of Canada, yet protest that they were of no force or effect because he was a "Sui-Juris Human Flesh and Blood Man".

[38] During his appearances I quoted back to him passages from Mr. Macdonald's Notice of Appeal wherein he purported to describe his grounds, and sought-after relief in these words:

> Grounds of Appeal
>
> The grounds of appeal are:
>
> ...
>
> 5. The honourable court failed to consider the fact it is void of any authority to unilaterally change the definitions of words, such as: "insurance", "fraud", "unjust enrichment", "bias" and other words. The honourable court appears to have taken the initiative of redefining such words.
>
> 6. The honourable court failed to consider the fact had the defendants a defense they would have moved expeditiously to dismiss my statement of claim and counterclaim as; "frivolous, vexatious and an abuse of process" then moved for a writ of possession long ago. The honourable court failed to consider the fact the defendants are defenseless otherwise a statement of defense, and the longevity of this matter, would have not been necessary.

7. The honourable court failed to consider all facts surrounding the action were set out in my defense, counterclaim and motion material and to allow his sister at B.A.R. to undertake a character assassination, as opposed to proving their case and defense, might prejudice my case and did prejudice my case.

...

10. Rather than file a statement of defense and counterclaim, or statement of defense and third party claim in the Antigonish matter, Rebecca Hiltz-LeBlanc chose to launch an entirely new proceeding in the Halifax registry in the hope I would ignore the Halifax action in favour of the Antigonish matter thereby falling into default in the Halifax matter. Rebecca Hiltz-LeBlanc, unable to defend its client's position, embarked upon a character assassination, including raising the issue of my Antigonish matter being an embellishment of my claims. The honourable court failed to consider what Rebecca Hiltz-LeBlanc was attempting to pull off was a contempt of court and an abuse of process.

....

Orders Required

The appellant says that the court should allow the appeal and that the judgment appealed from be reversed and orders as follows:

1. Judgment in the amount of 46 times the face value of my mortgage loan application-valuable security-promissory note plus the return of all mortgage payments made to the respondents.

2. An order the Halifax police service commence a criminal investigation of Rebecca Hiltz-LeBlanc, all partners of BOYNECLARK, the board of directors and shareholders of FIRST NATIONAL FINANCIAL GP CORPORATION and Karen Kinsley for conspiracy to commit fraud in excess of $5,000.

3. Costs in the amount of $7,500 for this appeal.

4. An order, striking Rule 1.01.

5. An order the rules dealing with times to file a defense be repealed and the words: "sine die" be inserted.

6. Such further and other remedy I may require.

7. In the alternative, a decree there is no law.

[39] I told Mr. Macdonald that when judges read or hear such submissions very serious concerns arise.

[40] Those concerns are amplified by the so-called “Letter of Understanding” filed by the appellant, signed and self-identified as “Michael William Sui-Juris, Human Flesh and Blood Man” which formed part of the appellants’ response to the respondent’s motion to strike his appeal. I have copied this response as an appendix so that it is included and forms part of my decision.

[41] Equally bizarre is the appellants’ typed document entitled “Commercial Affidavit of Truth” referred to in ¶33, supra. Mr. Macdonald says this in the “Affidavit” (which is not sworn or affirmed):

1. The NS Barristers Civil Procedures Rules do not apply to me. I am not a Corporation. If you cannot get a copy of statutory Law so you can understand it then it does not apply to you. It is only written in Legalese so lawyers can understand it so it only apply to lawyers.

2. The defendants have used a lawyer to file the defense on their behalf in the Antigonish Court.

3. I am using Scriptural Law (Queen Law) and I have said that no lawyers are invited to this case because it is private.

…

8. All Commerce Law is Contract Law, if there is no contract there is no case

9. I Michael Macdonald Sui-Juris do not wish to contract with any banks, Financial Companys, Government Laws, Courts or anything in the public.

10. THE ALL CAPS NAME, MACDONALD, MICHAEL WILLIAM has nothing to do with me the human flesh and blood man created by God. It is

a TRUST ACCOUNT that was set up by the CROWN. I am the Director for this Trust Acc and the Judge is the Trustee.

…

14. It is self-evident that all men are endowed by the creator (God) with equal and unalienable rights

15. The created cannot be greater than its creator

16. A man can give to another no more than he himself has.

17. A man may not with impunity infringe upon man's rights

18. The people are sovereign

19. In Canada the government is the servant of the Sovereign People

20. Power and Authority, we cannot give to anyone or anything any power of authority we do not have

21. A promissory note or a mortgage document is a negotiable instrument. A copy of 100 dollar bill is not the same as the Legal Tender 100 dollar bill therefore a copy of the promissory note or a copy of the original mortgage document is not a negotiable instrument.
    If you do not have the original wet ink signature, you do not have the title.

22. All codes, rules, regulations, statutes, bylaws, bills, acts, constitutions, legislations, treaties, policies and charter apply only to Public Servants and if we were not acting as an employee of the Government at the time of the charge, then Criminal Code of Canada does not apply to us.

23. I am the DIRECTOR, Michael William of the MACDONALD MICHAEL WILLIAM Trust Account, one of the many accounts for the Treasury of the Corporation CANADA

…

26. The Criminal Code of Canada applies only to Public Servants.

27. The only Law is Criminal Breach of Trust and Criminal Breach of Contract.

28. This all was deliberate deception by the Crown and the Vatican.

29. One of the stipulations of a contract is to enter into it willingly, knowingly and voluntarily.

30. I Michael William of the Macdonald clan Sui-Juries am not a trustee to the ALL CAPS TRUST ACCOUNT: MACDONALD MICHAEL WILLIAM.

31. I Michael William of the Macdonald CLAN Sui-Juries do not belong to the public. I remain private and therefore I am not the surety.

32. Any signed document is a valuable security, as it is an authorization to access the TRUSTS credit, thus any threat or demand that we sign anything is in violation of Criminal Code of Canada. 363: obtaining execution of valuable security of FRAUD. Since the Crown has legal title to all surnames, including those of Public servants, cops, judges, attorneys and other public servants, this means that not only is the crown liable for the debt created but also evidences which public servant has committed the Fraud.

33. FIRST NATIONAL G.P. CORPORATION has made a Breach of Trust and a Breach of Contract not disclosing the fact that they were using my signature to create the funds for the MORTGAGE.

34. In any court room my name is Michael and I do not wish to contract with any court. The MAC DONALD MICHAEL WILLIAM name is a CQV Trust Acc and I am the director. I will not be tricked in any court room to be the ALL CAPS TRUST ACC.

This document is Commercial Affidavit of Truth. Failure to rebut this in 30 days will be presumed as acceptance of the Truth. And this will be followed by a Commercial Lien recorded in the Public.

[42] Earlier this week I had occasion to put a stop to equally egregious conduct which I saw as a deliberate exploitation of the Court's time and resources in **Doncaster v. Chignecto-Central Regional School Board**, 2013 NSCA 59. Some of those same concerns apply with equal force to this case. I will merely substitute

the surname "Macdonald" for "Doncaster" and repeat my conclusions starting at ¶44:

> [44] ... from what I have seen on this and other matters on our Court's docket, it seems to me that litigants such as Mr. [Macdonald] appear to fall into a camp of persons who claim an unconditional, and unassailable "right to appeal" every step, in every case. Persons who hold such a view are seriously misguided or ill-informed. No right is absolute. In our free and democratic society every right, privilege or interest is balanced and held in check by other rights, privileges and interests. The opportunity to appeal is regulated by long held practices and rules, by which deadlines, substance, style and content are strictly enforced. Those unwilling or unprepared to follow those strictures do so at their peril.
>
> [45] Litigants, self-represented or not, with legitimate interests at stake will be treated with respect and will quickly come to realize that judges, lawyers and court staff are prepared to bend over backwards to accommodate their needs, to explain procedures that may seem foreign, and to ensure that the merits of their disputes will be heard. They and their cases will be seen as the raison d'être for access to justice.
>
> [46] Litigants, self-represented or not, with a different agenda designed to wreak havoc on the system by a succession of endless, mindless or mind-numbing paper or electronic filings, or meant to drive a spouse or opposite party to distraction or despair or financial ruin will quickly come to realize that the Court's patience, tolerance and largesse have worn thin. They and their cases will be seen as an affront to justice and summarily shown the door.
>
> [47] More often than not, the individuals in this latter group whom I would dub "self-serving litigants" leave a trail of unpaid judgments and costs orders in their wake. Judges will not sit idly by as the finite resources of their courts are hijacked by people with computer skills or unlimited time on their hands; at the expense of worthy matters, waiting patiently in the queue for a hearing. Faux litigants will be exposed, soon earning the tag "vexatious litigant" or "paper terrorist" whose offerings deserve a sharp rebuff and rebuke.
>
> [48] Over the past two months I have encountered several such cases. Their number is mounting. I find that troubling. The Bench, the practicing Bar and the public should be concerned. This trespass upon legitimate advocacy is not in the public interest. In the short term it frustrates the efficient passage and completion of litigation. In the long term it erodes and denigrates confidence in and respect for the administration of justice. It defeats a system of dispute resolution managed

> and overseen by people who are doing the best they can to serve the public in a way that respects and follows the law, and produces a result that satisfies the primary object of the Rules which is to provide "for the just, speedy and inexpensive determination of every proceeding".

[43] I am satisfied that Mr. Macdonald has done his best to flout, defeat, thwart or ignore this Court's rules of procedure at practically every turn. His original form of notice of appeal was defective, thereby necessitating intervention from the Registrar requiring an amendment. The later amended Notice of Application for Leave to Appeal and Notice of Appeal (Interlocutory) is defective as it fails to cite the legislative authority for the appeal as required by CPR 90.09 and 90.06(1)(c). The amended document is defective insofar as the stated relief seeks remedies unrelated to the order appealed from and seeks fresh relief for which evidence was not presented in the court below. Further, the ANALANA and Notice of Motion for Date and Directions were defective as not having been delivered to the respondent within ten (10) days of the date of the interlocutory order from which the appeal was taken. The pleading was not delivered to the respondent until February 6, 2013 some 12 clear days after the date of issuance. That is an obvious breach of CPR 90.14. The parties and I were unable to proceed with the Motion for Directions on March 28 due to the appellants' failure to file a Certificate of Readiness in compliance with CPR 90.26.

[44] From these and many other examples that are obvious from the record, I have no hesitation in concluding that these violations constitute a pattern of flagrant disregard for the Rules.

[45] For these reasons I would allow the respondent's motion. I will order that the appeal is dismissed pursuant to Rule 90.40(2) because it has not been conducted or perfected in compliance with Rule 90. I award the respondent its costs in the amount of $5,000, inclusive of disbursements and payable forthwith.

Saunders, J.A.

CA 413386

Appendix

LETTER OF UNDERSTANDING,

1. I don't mean to dishonor the court in anyway, however with all respect to the court, I would like to protect my name.
2. I am Michael, the Director for the CQV TRUST ACCOUNT: MACDONALD MICHAEL WILLIAM 117268748 . I am forced to defend myself by using this name. I am using it under Duress.
3. I believe all my problems , that I am dealing with could have started because of a group Masons that I have worked with at Kimberley Clark. WHERE AS, someone from my work may have called CRA to make problems for me. CRA first send me a bill for $32,000 which I had to pay . I could not understand why. This is around the time that I started studying law to protect myself. Three years later they were after me again, looking for $100,000. They have caused me so much STRESS and HARM, that because of this my family has been broken apart.

I had to go on disability from my work because of my illness (diabetes). They waited two years then they garnished my long-term disability leaving me with only $1,200.00 per/m to live on.

I had a flood in one of my rental buildings in 2008 which costs me $170,000 in damages. Antigonish Farmers Mutual Insurance denied my claim and this case is still going on. Anyway I had to do something because there could be a mold problem.

I , remortgaged my house with HSBC Finance because no bank would give me a mortgage, I believe the banks put up a red flag. I signed a one-year term at 7%, thinking I would get a good rate with another bank after all the work was completed .

Anyway , after the first year my mortgage rate went up to 9,9% with HSBC. I signed a two year mortgage but the manager at HSBC in Truro NS , left that part of the application blank and change it to 1 year after I left.

The following year they put it up to 11,9% and then finally 13.2% the next year.

My payment started out around $1,700 per month and after 3 years went up to $3.200 per month, at that point I was almost sure the Commercial System was setting me up to lose everything.

At this point I had to study law and mortgage fraud. I had no choice but to fight for my life, because I believe the system is trying to bankrupt me.

I am, a very honest man and that I will proof to you. I have a very hard time with corruption and I am determent to have the truth come out.

"A copy of a hundred dollar bill is not the same as a hundred dollar bill", therefore a copy of promissory note is not the same as the original wet ink PROMISSORY NOTE or Financial Instrument because it has no value.

One might be lead to believe the note was sold in the Bond Market – this is why the banks never have the original note. Therefore they do not have title.

I believe the Commerce System was set up to help the corporations and to use the people as a commodity for them to make money. When you finally know who you are, you can finally put a stop to this.

ALL COMMERCE LAWS are contract laws and if there is no contract, there is no case.

I Michael , Director for the MACDONALD MICHAEL WILLIAM Trust Acc: 117268748, do not wish to contract with any commercial law.

I am not looking to cause any harm or dishonor to the court, I am just protecting, who I am, I natural human flesh and blood man. In order to function in this world we sometimes have no choice, but to use a part of the COMMERCE SYSTEM that was set up. I do this under DURESS.

This does not mean in any way that I am giving my consent to contract with the system.

I , have a notice of understanding and a claim of right. I also have filed a UCC-1 and a security agreement. I am providing a copy of the Covenants for my protection , as I have a lot of faith into the creator . I do not wish HARM to anyone, this is a legal contract.

Regards,

Michael William Sui-Juris

Human Flesh and Blood Man