

**private** ~ Notice To Agent Is Notice To Principal ~ Notice To Principal Is Notice To Agent ~ **private**

wendy avril pierre louis: turner  
C/O 234 Manse Road  
Scarborough, Ontario M1E 3v4 / Territory

## Exhibit Sheet

**To:**

CHAITON / SOLICITON-Eva Lake  
5000 Yonge Street, 10<sup>th</sup> floor, Toronto, ON M2N 7E9

cc: DBA/CIBC Canada Corporate Headquarters  
Commerce Court  
199 Bay Street, Toronto, M5L 1A2

cc: TORONTO CITY CLERK  
100 Queen Street W 13 Floor, West Tower Toronto,  
ON M5H 2N2, Territory

**From:**

wendy avril pierre louis: turner  
C/O 234 Manse Road  
Scarborough, Ontario M1E 3v4 / Territory

re: Charge Account Number: AT3850473

*“Where rights secured by the Constitution are involved, there can be no rule-making or legislation, which would abrogate them. Miranda v. Arizona 384 US 436, 125:”*

**notice:**

all Federal, Local, State, Government Officer(s), to include entity(s)/DBA (doing business as) Canadian Imperial Bank Commerce (CIBC); all Trustee(s)/Fiduciary(s), Public Servants, Assigns, Principals, Agents and/or Successors. please find the enclosed affidavit(s) presented to your office, wherein the paramount executrix holder for the WENDY AVRIL PIERRE LOUIS: ~~TURNER~~ or any variation thereof, Public Trust/estate, gives notice of violations of personal rights

**exhibit a.** affidavit of truth ~ writ in the of Request, Discovery and Disclosure

**exhibit b.** original presentment enclosed

posted at: www.spiritualbreeze.org, public notices,  
recorded at: record number: we-Bo56003-ups \_\_\_\_\_

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**Moorish Republic Federal Government**  
**Northwest Amexem / Northwest Africa / North America / 'The North Gate'**  
**The True Aboriginal and Indigenous Natural Peoples of the Land**

**Writ in the Nature of Request**  
**Discovery and Disclosure**

**To:** Eva Lucy Lake/DBA LAW CLERK  
5000 Yonge Street, 10<sup>th</sup> Floor  
Toronto, ON M2N 7E9

**From:** wendy avril pierre louis: turner  
100 Queen Street W 13 Floor, West Tower  
Toronto, ON M5H 2N2, Territory

**re:** Charge Account Number: [AT3850473](#)

**Notice:** Eva Lake (Lucy), and all **entities doing business as** (DBA) Representatives of Canadian Imperial Bank Commerce (CIBC), all Servicers, Assigns, Principals, Agents or Successors, here by and herein Incorporated by this reference (CIBC).

Please mail or deliver to the alleged Borrower; wendy avril pierre louis: turner, a natural living being, the following pertinent Evidence: Produce the **Originals** or **Certified** and **Verified Official Copies** of the **Original Loan - Related Documents** (including all related papers, electronic communications and E-Mails, etc.,) as stipulated by Law. All of these Loan-related instruments adversely affect the alleged associated Charge Account Number: [AT3850473](#), Canadian Imperial Bank Commerce (CIBC), by and through its Representatives or Assigns, are hereby **'Requested'** to provide proof of claim, that the alleged Borrower, wendy avril pierre louis: turner is the debtor.

**This Writ is a Lawful Demand and Request**, and is hereby issued under the **'Rules of Discovery'** and forwarded to Canadian Imperial Bank Commerce (CIBC) and to its Representatives and / or its Assigns, according to Law and the **'Disclosure Rules'**. This **Request** is to give **Legal/Lawful Notice** to the Representatives and Assigns (CIBC), its Agency Personnel, and its Contractors; and to inform them to proceed and to do those things necessary to unravel and to settle these matters. The requested (demand) is to set and all evidence are to be provided within Twenty (20) Days of the Receipt of this **'Notice of Discovery and Disclosure'**.

The Bank (CIBC) and its profiting Representatives or Assigns are Requested, **'For The Record'** to produce the following **Records, Information** and **Documents** as initially noted and related to the alleged **Loan** in this alleged claim, bearing the Account Number [AT3850473](#); which are in controversy. The requested 'Discovery and Disclosure' is to include all inter-dependent, inter-related documents, and all associated Instruments attached thereto; covering all the associated Files and Notes and Instruments constructed from the initiation of the alleged Loan up and unto the present day; and reflecting all related and accumulated documents, notes, and data with the wet signature and or endorsement(s):

1. (CIBC) Bank, through its Representatives or Assigns, is hereby **'Requested'** to Disclose and produce the **'Original Promissory Note'** being lawful, legible and verifiable proof of evidence (*exposing the front and the back*) and marked with the Charge Account Number: [AT3850473](#), with the clear signatures of the alleged Lender(s) and all the evidence associated with the **Original Loan**, indicating the exchange of **Substance** or **Specie** that have been issued from you or the Bank (CIBC) /Agency, Representatives or Persons and given to the alleged Borrower wendy tuner.

2. (CIBC) Bank, through its Representatives or Assigns, is hereby **'Requested'** to produce any and all **'Allonge'** or **'Riders'**; any **'Bills of Exchange'**; and any other **'Promissory Note(s)'** (*exposing the front(s) and the back(s)*) complete with any **'Affixations'** or **'Allocations'** attached to, or associated with, the Borrower's **'Original Promissory Note'** and used for **'Endorsements'**.
3. (CIBC) Bank, through its Representatives or Assigns, is hereby **'Requested'** to produce and disclose all **Bookkeeping Journal Entries** associated with the alleged **Loan** given to the alleged Borrower, **wendy avril pierre louis: turner**, include names, the addresses, the locations (territory), and the business contacts of all the acting Trustee(s), Feoffers and / or the affirmed Surety Holders.
4. CIBC) Bank, through its Representatives or Assigns, is hereby **'Requested'** to produce, disclose and reveal the **'Deed of Trust'** associated with the **Original Loan** and to reveal and disclose all other Notes related in any other way to the alleged Borrower **wendy avril pierre louis: turner**.
5. (CIBC) Bank, through its Representatives or Assigns, is hereby **'Requested'** to produce Evidence of the **'Insurance Policy'** that was constructed, associated with, or put in place on, or against, the Borrower's **'Promissory Note'** and associated with the **Loan** bearing the Charge Account Number: **AT3850473**, et., al.
6. (CIBC) Bank, through its Representatives or Assigns, is hereby **'Requested'** to produce all **'Call Reports'** and any other related **'Notes'** or instruments made or constructed for the entire period covering the **Loan**.
7. (CIBC) Bank, through its Representatives or Assigns, is hereby **'Requested'** to produce the documented evidence of the original **'Deposit Slip'** issued for the **Deposit** of the Borrower's **'Promissory Note'** and associated with the **Loan**.
8. (CIBC) Bank, through its Representatives or Assigns, is hereby **'Requested'** to produce the **'Original Order'** authorizing the withdrawal of **Funds** from the Borrower's **'Promissory Note'** Deposit Account.
9. (CIBC) Bank, through its Representatives or Assigns is hereby **'Requested'** to produce the **'Account Number'** and the Source from which the money came to **'Fund'** the original **'Check'** given to the **'Borrower'**, **wendy avril pierre louis: turner**.
10. (CIBC) Bank through its Representatives or Assigns is hereby **'Requested'** to produce **'Verification'** evidence, and proof that the Borrower's **'Promissory Note'** was a **'Gift'** to the **'Lender'** from the **Borrower**; and that the same was disclosed to the Borrower, **wendy avril pierre louis: turner**
11. (CIBC) Bank through its Representatives or Assigns is hereby **'Requested'** to produce the full and complete **'Name(s)'** and the **'Address(s)'** of the current **'Holder(s)'** of the Borrower's **'Promissory Note'** associated with the alleged **Loan**.
12. (CIBC) Bank through its Representatives or Assigns is hereby **'Requested'** to produce and disclose the full and complete **'Name(s)'** and the **'Address(s)'** of the **'Lender's CPA'** and **'Auditor'**; or any other Holder or Record - Keeper for the entire period covering the **Execution** of the **Mortgage** or **Loan**.

**This Writ** shall stand as firm and **'Lawful Evidence'** of the alleged **Borrower** exercising his or her 'due process' rights to **Request, Discovery** and **Disclosure**; and establishes **'For The Record'** an honorable and **'Good Faith'** attempt on his or her part to clear up any flawed entries; any **insensate misrepresentations**; or any other misprints, mistakes, frauds, or **confusion** concerning his or her intent to make clear, unvarnished, and corrective **resolutions** in this **Loan or Mortgage Foreclosure** matter. This Request must be satisfied before accepting any vague assumptions; any other misrepresentations; any secondary **contracts**; and before the claimants taking any further actions.

(CIBC) Bank and its Representative(s) or its Assigns have claimed to be a **'Secured Party-of-Interest'** in the alleged **Loan** and thus, are parties to the associated Charge Account Number: **AT3850473**. Therefore, the requisite, obligatory, documented and preserved pre-existing Records and Manifests are required by Law to have



been confirmed and placed into 'Evidence' by identifiable and confirmable delegated Representatives and profiteers acting for (CIBC) Bank. Law and 'due process' required the requested, pre-existing evidence to be presented, examined and confirmed as true and correct in order for the claimants to lawfully initiate any court 'Actions' in this Case and controversy. Proof and Disclosure of all the Exhibits of that Oath - affirmed 'Evidence' and filing is also hereby formally 'Requested'.

Any failure or avoidance on the part of the Representatives / Assigns / Claimants to effectuate the forwarding of complete answers to this Request, and a failure of the Representatives or Assigns to 'Respond' to this lawful 'Writ in the Nature of Request, Discovery and Disclosure'; and the failure of any of them to responsibly and fully answer all 12 of the clearly - specified, Loan - related Requests herein listed, will be considered an affirmation of fact and evidence that (CIBC) Bank and its Representative(s) or Assigns have no valid claim; have no lawful 'Interests' in the Estate or property; and that the claimants have no lawful debt 'Claims' or 'Title(s) of Ownership' in the property, estate, or Loan matter at hand; nor do the claimants have standing in the said controversy.

(CIBC) Bank or its Representatives or Assigns are required to answer this Writ / Request, Discovery and Disclosure completely and to be thoroughly specific in answering the lawful questions and issues presented and arising in this controversy.

The Representatives, Trustees, Feoffers, or Assigns are to materially and expediently return this same Request, Discovery and Disclosure (*as presented*) with all twelve (12) points or issues fully answered within the **allotted twenty (20) days of Receipt** of the same. Any untoward or deceptive acts; misrepresentations; diversions; deceitful redirections; or any incomplete or non-answered Response to the questions presented to the Representatives, Holders or Trustees, etc., will be considered an affirmation of secrete, disguise, and disingenuous intent. Any avoidance of truth shall be considered an 'Inducement to Fraud'; and the said 'Failure of Response' on the part of the Representatives, Trustees, Feoffers, or Assigns, neglecting their responsibilities to answer every one (*and all of the specific twelve (12) above - noted Loan - issues*) shall constitute a violation of Trust, a breach Trust, and a tacit acquiescence, established for the record by non-compliance. The same dispensations shall be published for the Public Record.

Any willful 'Non-Disclosure' and **Default** in this matter shall be deemed a **Dishonor**; and thereby voiding all positions of trust. Any Allegations or Claims of Ownership or interest made by (CIBC) Bank or by its Representatives, trustees, Feoffers, Agents, Contractors, or Assigns, shall be held as Null and Void. The Affiant exercise all rights (reserved) of Claim; and the Affiant's Affidavit of Request and Discovery and Disclosure shall stand as Law.

by: Wendy Avril: Pierre Louis Turner  
wendy avril pierre louis: turner, a natural living being, in propria persona, autograph  
non negatable, all rights exercised (reserved) at all time; u.c.c. 1-308; without prejudice

jurat

Ontario State, territory,  
Toronto County, territory

) ss:

subscribed and (sworn) or affirmed before me on this day of September 28, 2023, wendy avril pierre louis: turner, proved to me on the basis of satisfactory evidence to be the natural living entity who appeared before me.



25 Sheppard Ave West Unit 300  
Toronto, ON M2N 6S6  
info@redstonenotary.ca  
647-402-6241

Ajmal Rasouli  
signature of public notary  
Ajmal Rasouli  
Notary Public and a Commissioner for Oaths  
in and for the Province of Ontario, Country of Canada  
Permanent Commission, Law Society No #P15781  
25 Sheppard Ave. West Unit 300 Toronto, ON M2N 6S6  
Email: info@redstonenotary.ca

Electronically issued / Délivré par voie électronique : 04-Oct-2023  
Milton Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-23-00062939-0000

CANADIAN IMPERIAL BANK OF COMMERCE

Plaintiff

-and-

ITALO DEL COL AND WENDY TURNER

Defendants

Court File No.

ONTARIO  
SUPERIOR COURT OF JUSTICE

Action commenced at TORONTO

STATEMENT OF CLAIM

**CHAITONS LLP**

5000 Yonge Street, 10th Floor  
Toronto, Ontario M2N 7E9

**Eva Lake**

**LSO No. 19955M**

(416) 218-1126

(416) 224-5706 (Fax)

eva@chaitons.com

Inquiries to: Lucy

(416) 218-1169

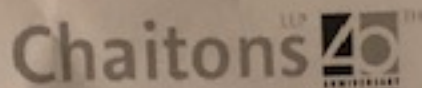
lucyb@chaitons.com

Lawyers for the Plaintiff

(File 84221)

RCP-F 4C (September 1, 2020)





SOLICITOR: EVA LAKE  
REPLY TO: LUCY  
LAW CLERK  
DIRECT: 416.218.1169  
FAX: 416.224-5706

SEPTEMBER 20, 2023

VIA REGISTERED AND REGULAR MAIL

Wendy Turner and Italo Del Col  
234 Manse Road  
Scarborough, Ontario M1E 3V4

Wendy Turner and Italo Del Col  
6425 Coachford Way  
Mississauga, Ontario L5N 3V8

Wendy Turner and Italo Del Col  
20415-50 Avenue NW  
Edmonton, Alberta T6M 2Z8

Re: Canadian Imperial Bank of Commerce (the "Bank") and Del Col/Turner (the "Borrowers")  
Property Address: 234 Manse Road, Scarborough, Ontario  
Charge No. AT3850473 (the "Account")

Dear Sir/Madam,

We are lawyers for the Bank.

We are lawyers for the Bank. The above mortgage is in arrears for **\$10,009.58** comprised as follows:

Outstanding payments:	\$7,474.41
September 30, 2023, monthly payment	\$1,855.90
Occupancy inspection charges:	\$45.20
Late charges:	\$45.00
Solicitors' cost and disbursements (including HST)	\$589.07
	<b>\$10,009.58</b>

Unless you pay this amount by **September 30, 2023**, we will commence enforcement proceedings against you without further notice. Inspection costs and legal costs, which will be added to your arrears, will increase significantly after that date, as will risk to your credit rating. You must make your next mortgage payment in the amount of **\$1,855.90 on October 30, 2023**. Your automatic payments have been ceased; no automatic payment withdrawals will be processed until after the mortgage is fully up to date.

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IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by court.

Date October 4, 2023

Issued by: \_\_\_\_\_

Local Registrar  
330 University Avenue, 8th Floor  
Toronto, Ontario M5G 1R7

TO: ITALO DEL COL  
234 Manse Road  
Toronto, Ontario M1E 3V4

AND TO: WENDY TURNER  
234 Manse Road  
Toronto, Ontario M1E 3V4

4. The Plaintiff's claim is on a charge dated April 6, 2015 made between ITALO DEL COL and WENDY TURNER, as chargors, and CANADIAN IMPERIAL BANK OF COMMERCE, as chargee, (the "Charge") which Charge was registered as Instrument No. AT3850473 in the Land Registry Office for the Land Titles Division of Toronto Land Registry Office (No. 80), under which Charge the chargors charged the lands hereinafter described for a period of 5 years commencing March 20, 2014 and securing the principal sum of \$289,000.00 and interest thereon at the rate of 2.89% per annum, calculated semi-annually, not in advance as well after as before maturity and both before and after default.
5. The Charge provides for payment of bi-weekly instalments of \$621.48 each from and including the 3<sup>rd</sup> day of April, 2015, and the balance, if any, of the said principal sum and interest shall become due and payable on the 13<sup>th</sup> day of March, 2020.
6. The Charge was renewed upon maturity. The latest renewal provides for interest at the rate of 2.92% per annum and monthly payments in the amount of \$1,855.90 on account of principal, interest, and realty taxes.
7. The Charge provides that the aforesaid monthly instalments, when received, are applied first to interest calculated as aforesaid on the principal unpaid from time to time, and the balance, if any, of the said payments are applied on account of and in reduction of the principal.
8. The Charge provides that the chargee may pay all premiums of insurance and all taxes and rates which shall from time to time fall due and be paid in respect of the charged premises, and that such payments together with all costs, charges and



-5-

expenses on a lawyer and client basis which may be incurred in taking, recovering and keeping possession of the said lands, and generally in any other proceeding taken in connection with or to realize the security shall be with interest at the rate aforesaid, a charge upon the said lands and any such amounts paid by the chargee shall be added to the debt secured and shall be payable forthwith.

9. The Charge provides that upon default of payment of monies thereby secured or payable, the balance of the principal and interest shall immediately become due and payable.
10. The Charge provides that upon default of payment of monies thereby secured or payable, the chargee becomes entitled to quiet possession of the charged premises.
11. Default in payment of the monthly instalments occurred and despite demand, still continues and the Plaintiff claims payment by the Defendants, ITALO DEL COL and WENDY TURNER, as chargors of the amount now due and owing under the Charge, calculated as follows:

Principal balance	\$228,191.91
Interest to October 4, 2023	\$4,164.28
<b>BALANCE DUE AND OWING AS AT OCTOBER 4, 2023</b>	<b><u>\$232,356.19</u></b>

12. The following is a description of the charged premises:

PCL 38—2, SEC M1519 PT LT 38, PL M1619 PART 2 66R8819  
City of Toronto, Province of Ontario  
PIN 06388 — 0080 (LT)

Land Titles Division of Toronto Land Registry Office (No. 80)

Municipality known as 234 Manse Road, Toronto, Ontario M1E 3V4

13. The Plaintiff relies on Rule 17.02 (a), (c), (e), (f) and (h) of the Rules of Court for service of the Statement of Claim outside of Ontario.

**THE PLAINTIFF PROPOSES THAT THIS ACTION BE TRIED IN THE CITY OF TORONTO.**

October 4, 2023

**CHAITONS LLP**  
5000 Yonge Street, 10th Floor  
Toronto, Ontario M2N 7E9

**Eva Lake**  
**LSO No. 19955M**  
(416) 218-1126  
(416) 224-5706 (Fax)  
eva@chaitons.com

Inquiries to: Lucy  
(416) 218-1169  
lucyb@chaitons.com

Lawyers for the Plaintiff