

SAFEGUARD YOUR LAND



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L.I.F.E Foundation

INTRODUCTION WEBINAR to 3-Day Workshop

I am Bernard. I am the founder of LIFE Foundation amongst other businesses. LIFE Foundation offers a course on Banking and Consciousness program focused on business trust relationships, currently providing the best solutions for private member association.

Title: **Property Protection: Understanding the Parties and Processes** **Introduction Webinar**
Video Timestamp: 10:17

To open up, welcome. There are a few critical concepts that everyone that wishes to engage in getting a home or property must be aware of;

1. It is all business. This means its commercial in nature and it is a contract. It is not personal, its business.
2. Without treating these relationships as business, we miss the language, and statutes or the law, and we do not apply the procedure.
3. We must acknowledge that we are at the core of these issues and we have being negligent in our duties to the contract and fulfilling the equitable interest in our contracts. A right is something one does, it is not a thing one points to.

First, I like to share an example of someone that I have been working with in dealing with a foreclosure. I met them after their foreclosure case. Not the best time to deal with a foreclosure. I like her to speak to what she learnt in the short time I have guiding her and if the information would have helped her before going into court and protecting her investment?

In regards investments of property and protection of it, it is important to state that we have different levels of investment in attending this presentation. People that have property should and must know more that



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people that do not have property and or looking to property. As we lead to the discussion, statements and questions will be directed to those that have the most investment in our presentation. It is assumed that those with property must know the parts of their contracts, any problems and the solutions therein.

Without knowing the content and parties to our land contracts we set ourselves up for disappointment. This applies in all cases pertaining to being challenged or tested. It is impossible to pass a test without knowing the contents and the parts of the test. In a purchase contract how many people can actually say they who all the parties holding interest in their land is?

Section I: Parties in the Purchase **Introduction Webinar**
Video Timestamp: 17:23

In our quest to protect our valuable properties, it's essential to comprehend the intricate web of parties involved in the land and property purchase process. Let's explore these roles and their significance in ensuring property protection.

1. Purchaser
 - You, as the purchaser, are at the heart of this transaction. Your rights and responsibilities are paramount.
2. Title Company (mortgage and the receipt/note)
 - The title company handles crucial documentation, ensuring the legality of your property purchase.
3. The Bank (mortgage payments)
 - The bank provides the financial backing, securing your investment.
4. The Lawyer for the Bank (Power of Attorney & works w/ Title Company)
 - This attorney oversees legal aspects and facilitates communication between parties.
5. The Municipality (postal (street address,)), bylaw and tax jurisdiction)
 - The municipality ensures that your property is properly addressed and abides by local regulations and yearly taxation is paid.
6. The State / Province (Property Transfer Tax, other easements)
 - The state or province enforces property transfer taxes on sale of the land and handles various easements.
7. Other interests such as Railroad Companies, Commissions, and other Trusts w/ easements and charges.
 - Various organizations may have vested interests in your property through easements and charges.
8. Land Titles Survey Authority / County Recorder
 - The land titles survey authority maintains records and ensures the accuracy of property descriptions.

Any problems relating to the parties will be initiated with anyone of the parties listed above because they all have an interest in the property. This is the reality of the certificate of title that is held with the Land Titles Survey Authority or county recorder.



Section II: Scenarios of Trespass or Encroachment

**Introduction Webinar
Video Timestamp: 33:05**

Property protection isn't just about ownership but also about safeguarding your rights against potential encroachments. Let's delve into scenarios where parties may trespass on your property.

1. Water Sustainability Measures, Ordinances, Regulations, Acts, Deeds, etc.
 - State or provincial entities enforce water sustainability measures or other resources and covenants that affect your property.
2. Civil Forfeiture
 - State or provincial officers can make claims against your property due to criminal activity, unpaid taxes, or other charges.
3. Foreclosure
 - In the unfortunate event of foreclosure, the title company, bank, and their attorney play key roles.
4. Purchaser Negligence in Filing for Absolute Title after Paying the Mortgage
 - Neglecting to file for indefeasible title after paying off your mortgage can expose your property to third-party encroachment.

These are the four circumstances where a property becomes vulnerable to the risk of seizure, involving various parties in the property contract. Beyond the purchaser, all the other parties play a role and have an interest in the property. The multiple interests among these parties revolve around title and who has the absolute right to use the property. If it's not the purchaser, what can the purchaser do to obtain it?

Property ownership involves a complex web of relationships and responsibilities.

By examining the parties involved in the property equation, we can identify both the problems and solutions. The remedy and procedure can also be found in the function of the land registry as one of the involved parties. The laws and statutes pertaining to any trespass issue provide a remedy, and that remedy involves the re-establishment of boundaries.

By knowing and identifying the parties and processes in property transactions, you can identify potential issues and seek remedies through the land registry and legal avenues. Just as we establish boundaries in our personal relationships, we must define and protect our property boundaries.

We feel safe and secure when we establish boundaries in our relationships. It makes us feel whole and fulfilled, knowing that we have explored all available remedies. Interestingly, the topic of redefining our boundaries is found within the Land Titles Act as a means of incorporating our own plans.



The land titles act provides the means to address trespass issues and redefine boundaries when necessary. Property protection is about more than just ownership; it's about asserting your rights and ensuring the security of your investments.

Section III: Survey Filing Experience **Introduction Webinar**
Video Timestamp: 36:34

Now, let's explore the powerful tools within the land titles statutes that empower homeowners to protect their properties. Homeowners are encouraged to share their understanding of their survey filing experience or lack thereof. There are two (2) administrative tools that are available to the purchaser or homeowner that we will focus on, albeit additions to engaging the parties are always different. These tools are;

The Power of Attorney and the Petition to Cancel a Plan being the two essential concepts that can help safeguard your property rights.

Before delving into these concepts, remember that you, as the homeowner, hold the ultimate power over your property. Posting "no trespassing" and "private property" signs reinforces your ownership and these things are important, but they are not administrative tools. Administrative tools always deal with the pen and the paper.

- a. The Power of Attorney **Introduction Webinar**
Video Timestamp: 39:00
 - o This concept allows someone else to speak on your behalf, often used in contracts, often found as a consequence to signing many contracts. As a purchaser, you can exercise your own power of attorney and even revoke any presumed authority.
 - o The land act acknowledges the right to revoke power of attorney, and understanding how to utilize it is vital for property protection.

- b. Petition to Cancel a Plan **Introduction Webinar**
Video Timestamp: 40:00
 - o This concept emphasizes the purchaser's obligation to the parties involved in the contract. Beyond mortgage payments, it involves creating a proper land survey and recording it through specific statutes. The idea of cancelling the plan, should first be considered as doing a proper survey first. This survey is what needs to replace the legal plan. This constitutes the real re-establishment of one's property.

- c. The process include: **Introduction Webinar**
Video Timestamp: 41:39
<https://ltpm.ltsa.ca/123-petition-cancel-plan>
 - o a) Petition to Cancel the Plan **42:00**
 - o b) Creation of a new plan or survey, involving surveyors and lawyers. **42:25**
 - o c) Affidavit **42:35**



These administrative tools give you the power to protect your property and assert your rights. These are legal tools. Tools set out and found in the laws or the statutes. Property protection isn't just a legal matter; it's about being proactive and informed. We intend in review many statutes across Canada, etc. to find how the law supports our interest and affords remedy.

Remember, the law is on your side, and by understanding these concepts and utilizing them when necessary, you can ensure the security and longevity of your property investments. What has been presented are all legal solutions. The next 3 weeks will look some other tools and administrative approaches.



WORKSHOP DAY 1-of-3

Recapitulation of Introduction (last week's presentation):

Principle 1: It is all Business. It is not personal.

Principle 2: If we miss that it is all business, we lose site of the language of the law.

Principle 3: We must acknowledge that we are the solution and we have to perfect our agreements.

- i) **Property Protection: Understanding the Parties and Processes**
- iii **Scenarios of Trespass or Encroachment**
- iv) **Survey Filing Experience**

This session is designed to offer assurance that remedies do exist for property owners, homebuyers, and mortgagors, among others. The aim of this session is to conclude by examining a range of statutes from various countries to demonstrate that relief and remedy are what distinguish the investor through legal documentation. This is commonly referred to as administration. While reviewing the statutes, laws, and codes, key terminology will be highlighted to facilitate research for homeowners, buyers, and mortgagors. These terms will be further complemented by a glossary and term sheet prepared by Angela.

1 **KEY WORDS IN SEARCHING THROUGH THE LAWS:**

**Workshop Day 1
Video Timestamp: 35:55**

Special, Equity, Private

Survey

Power of Attorney

Grant

Cancellation

Extinguishment

Revocation

Mortgagor (that is the one that is paying the mortgage)

As many statutes are long and boring to read, use some of these terms to navigate through them, but they are no substitutes for having an closer, or deeper grasp of the respective law.



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I have compiled a short list of Statutes that are complementary to the topic of real property and its protection. Let us start with the State of California as our first example and Nevada as the choices for this presentation. The same principles used to locate any statute in the United States of America will isolate the particular code, or law pertaining to property and its protection. The United states classifies many of their laws into one consolidated book, or law in chapters or Titles. I.e.: The Civil code of California or Revised Statutes. **Workshop Day 1: Video Timestamp: 36:45**

2.

CALIFORNIA CIVIL CODE:

<https://leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=CIV&tocTitle=+Civil+Code+-+CIV>

TITLE 3

https://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=CIV&division=2.&title=3.&part=2.&chapter=&article=

NEVADA:

PROPERTY RIGHTS AND TRANSACTIONS

<https://www.leg.state.nv.us/nrs/nrs-111.html>

<https://www.leg.state.nv.us/nrs/>

USA: TEXAS: **Workshop Day 1: Video Timestamp: 45:03**

<https://statutes.capitol.texas.gov>

Texas Statutes
Go to Property:

AUSTRALIA: **Workshop Day 1: Video Timestamp: 45:50**

South Australia
Forestry Act 1950

<https://faolex.fao.org/docs/pdf/sa44216.pdf>

Forestry Act 2012 No 96

<https://legislation.nsw.gov.au/view/html/inforce/current/act-2012-096>

LAND TITLES ACT

<https://www.legislation.act.gov.au/a/1925-1/>



REAL PROPERTY ACT

http://classic.austlii.edu.au/au/legis/nsw/consol_act/rpa1900178/

WASTE LANDS ACT

<https://www.legislation.qld.gov.au/view/whole/html/inforce/current/act-1855-awlai>

NATIVE TITLE ACT

http://www8.austlii.edu.au/cgi-bin/viewdb/au/legis/cth/consol_act/nta1993147/

LAND ACQUISITION Act

<https://www.legislation.gov.au/Details/C2016C00827>

Department of Agriculture, Fisheries and Forestry

<https://www.agriculture.gov.au>

BRITISH COLUMBIA: Workshop Day 1: Video Timestamp: 51:20

- i) Land Titles Act (the governance over the Property)
https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96250_00_multi#part6
- ii) PROPERTY LAW ACT (the governance over the Property)
https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96377_01#section42
- iii) Water Sustainability Act (The easements)
<https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/14015>
- iv) Ministry of Property Act (the Grants)
https://www.bclaws.gov.bc.ca/civix/document/id/consol2/consol2/96300_01#JD_RSBC96-300-005
- v) Land Act
https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96245_01
- vi) Land Title Inquiry Act
https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96251_01
- vii) Agricultural Land Commission Act
https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/02036_01

ALBERTA:

- i) Land Titles Act (the governance over the Property)
<https://www.canlii.org/en/ab/laws/stat/rsa-2000-c-1-4/>
- ii) Law of Real Property Act / PROPERTY LAW ACT (the governance over the Property)
<https://www.canlii.org/en/ab/laws/stat/rsa-2000-c-1-7/latest/rsa-2000-c-1-7.html>
- iii) Water Sustainability Act (The easements)
<https://www.canlii.org/en/ab/laws/stat/rsa-2000-c-w-3/latest/rsa-2000-c-w-3.html>
- iv) Forestry Act (the Grants)
<https://www.canlii.org/en/ab/laws/stat/rsa-2000-c-f-22/latest/rsa-2000-c-f-22.html>
- v) Public Lands Act



<https://www.canlii.org/en/ab/laws/stat/rsa-2000-c-p-40/latest/rsa-2000-c-p-40.html>

SASKETCHEWAN:

- i) Land Titles Act (the governance over the Property)
<https://www.canlii.org/en/sk/laws/stat/ss-2000-c-l-5.1/latest/ss-2000-c-l-5.1.html>
- ii) Real Estate Act, SS 1995, c R-1.3 (the governance over the Property)
<https://www.canlii.org/en/sk/laws/stat/ss-1995-c-r-1.3/latest/ss-1995-c-r-1.3.html>
- iii) Water Sustainability Act (The easements)
<https://www.wsask.ca/wp-content/uploads/2021/02/W8-1.pdf>

PART VIII

Enforcement, Offences and Penalties

(3) The corporation and any person authorized by the corporation shall not enter any place that is a private dwelling without the consent of the owner or occupier or an order of a provincial court judge issued pursuant to subsection (5).

- iv) Forestry Act (the Grants)
<https://www.canlii.org/en/sk/laws/stat/rss-1978-c-f-19/latest/rss-1978-c-f-19.html>

ONTARIO:

- i) *Conveyancing and Law of Property Act, RSO 1990*
(the governance over the Property)
<https://www.canlii.org/en/on/laws/stat/rso-1990-c-c34/latest/rso-1990-c-c34.html>
- ii) Land Titles Act / (the governance over the Property)
<https://www.ontario.ca/laws/statute/90l05>
- iii) Water Opportunities and Water Conservation Act
<https://www.ontario.ca/laws/statute/s10019>
- iv) Forestry Act (the Grants)
<https://www.ontario.ca/laws/statute/90f26>

Public Land Act:

<https://www.ontario.ca/laws/statute/90p43>

By understanding the home-buying process, we can adequately prepare ourselves and others to navigate the key elements of the contract, ultimately leading to property acquisition. The fundamental aspects of the securitization process are primarily defined within statutes and legal frameworks. The law



is not confined to specific societies or individuals; instead, it functions as a cohesive entity and becomes accessible through the application of accounting and acceptance principles.

The Four areas where property becomes encroached upon: **Workshop Day 1: Video
Timestamp: 1:02:41**

1. Water Sustainability Measures, Ordinances, Regulations, Acts, Deeds, etc..
2. Civil Forfeiture
3. Foreclosure
4. Purchaser Negligence in Filing for Absolute Title after Paying the Mortgage

Are remedied in the short list provided. In reviewing the statutes in BC, I stress to others to go through their own respective laws and find two main areas of focus. 1) The Power of Attorney, and 2) the cancellation of a plan, or introducing of a reference plan and or doing a survey to be used in place of the plan or abbreviated title that is provided by land titles on the certificate of title. Cancelling easements might as well be added in this search as well.

INTRODUCTION: **Workshop Day 1: Video
Timestamp: 1:06:55**

THIS LECTURE IS MADE FOR EVERY SOUL and every light or thinking light bulb navigating through darkness, confusion, and lack of direction. THIS LECTURE IS MADE for those who have eyes to see and ears to hear, and for those who are here, inhabiting their land and the land. This lecture is crafted in the spirit for the highest achievement for all and is designed for the highest good of all, regardless of the colorable status of their land. Color of law is a bankruptcy doctrine.

In Relation to issues surrounding water restrictions: Water Sustainability Act (BC)

"private dwelling" means a structure, or a part of a structure, that is occupied as a private residence;

Water Sustainability Act (BC)

<https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/14015>

***Part 2 — Licensing, Diversion and Use of Water
Vesting water in government***

5 (1) The property in and the right to the use and flow of all the water at any time in a stream in British Columbia are for all purposes vested in the government, except insofar as private rights have been established under authorizations.

91 Power of comptroller to authorize actions



(7) The authority under subsection (6) must not be used to enter into a private dwelling except with the consent of the occupant or as authorized by a warrant issued under this or another Act.

Power to amend or revoke order

92 (1) The comptroller, at any time on notice to any person whose rights the comptroller considers are likely to be detrimentally affected, or whose land the comptroller considers is likely to be physically affected, may amend or revoke an order of the comptroller, a water manager, an engineer, an officer, the Water Board or the Board of Investigation.

(2) A water manager, at any time on notice to any person whose rights the water manager considers are likely to be detrimentally affected, or whose land the water manager considers is likely to be physically affected, may amend or revoke any order of a water manager, an engineer, an officer, the Water Board or the Board of Investigation.

(3) An engineer, at any time on notice to any person whose rights the engineer considers are likely to be detrimentally affected, or whose land the engineer considers is likely to be physically affected may amend or revoke any order of an engineer or an officer.

We should begin by reviewing some definitions. Words are very important in contracting. While our primary focus will be on British Columbian statutes, it's important to note that many of these definitions are either similar or identical in numerous countries that adhere to bankruptcy regulations. Because bankruptcy runs all three countries, this is the reason why the similarities exist.

Although "bankruptcy" may carry a negative connotation, it is advisable to regard it as a term that pertains to the commerce governing our current realm and reality.

Additionally, "bankruptcy" encompasses the financial aspects central to all contractual agreements related to the property we aim to safeguard. The person is already bankrupt and you are not the person. Some few words we need to look at are; PERSON, INCLUDE, INCLUDES, and the CONCEPT OF MAN/WOMAN on the LAND.

We will use the lens of the law to look at these words. Take notice that Man and Woman will NOT be found in statutes, but close approximation of it will, such as everyone, female or male. This is



similar but it is not the same. Again, Words are important. This is for your education and it is important not to personalize what is found and get pent up about it. The more we know, the more it is to benefit and or help us release stuck and undesired emotions. We need to be clear in our commercial dealings. Its not personal, its business.

Man / Woman on the Land:

(idea-wise, this is a metaphor, in grammar (magic), epistemology, etymology and what is...)

Epistemology is a branch of philosophy that deals with the study of knowledge, its nature, origins, and limitations. It explores questions related to how we know things, what constitutes knowledge, and how knowledge can be justified or validated. In essence, epistemology seeks to understand the nature of knowledge and how we come to have knowledge about the world and reality.

Etymology is the study of the origin and history of words, including how their meanings have evolved over time. It involves tracing the history of words, examining their roots, and understanding how they have been influenced by various languages and cultures. Etymology provides insights into the historical and cultural contexts of words, shedding light on how languages develop and change over generations.

*The word "magic" has its etymon in the Old French word "gramaire," which originally referred to "learning" and "philology," particularly Latin studies. This term was also used to describe "magic," "incantation," and "spells." It was influenced by the Latin word "grammatica," meaning "grammar" and "philology." This connection between "grammar" and "magic" likely arose through an unrecorded Medieval Latin form, possibly *grammaria. The classical Latin term for "grammar" is "grammatica," derived from the Greek "grammatike (tekhne)," which referred to the "art of letters" and encompassed both philology and literature in a broader sense.*

i.e.:

Citizenship Act (R.S.C., 1985, c. C-29)
PART VIII

Status of Persons in Canada

Rights

<https://laws-lois.justice.gc.ca/eng/acts/C-29/FullText.html>

Workshop Day 1: Video Timestamp: 1:16:15

34 Subject to section 35,



(a) real and personal property of every description may be taken, acquired, held and disposed of by a person who is not a citizen in the same manner in all respects as by a citizen; and

(b) a title to real and personal property of every description may be derived through, from or in succession to a person who is not a citizen in the same manner in all respects as though through, from or in succession to a citizen.

BRITISH COLUMBIA: Workshop Day 1: Video Timestamp: 1:18:52
PROPERTY LAW ACT. | [RSBC 1996] CHAPTER 377

https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96377_01#section39

Citizenship

39 *(1) A person who is not a Canadian citizen has the same capacity to acquire and dispose of land in British Columbia as if he or she were a Canadian citizen.*

(2) A person must not be disturbed in the possession or precluded from the recovery of land in British Columbia merely because of the citizenship or lack of citizenship of some person from or through whom he or she may derive title.

WHAT IS A PERSON (in the law or on your instrument)

Interpretation Act Workshop Day 1: Video Timestamp: 1:19:20

R.S.C., 1985, c. I-21

<https://laws-lois.justice.gc.ca/eng/acts/i-21/FullText.html>

Gender

33 (1) *Words importing female persons include male persons and corporations and words importing male persons include female persons and corporations.*

PROPERTY LAW ACT. | [RSBC 1996] CHAPTER 377

https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96377_01

Interpretation of an instrument

17 *In a transfer, contract, will, court order and other instrument affecting land executed, made or coming into operation after October 30, 1979, unless the context otherwise requires,*

(a) "month" means calendar month,

(b) "person" includes a corporation,

(c) the singular includes the plural and vice versa, and

(d) the masculine includes the feminine and vice versa.

Workshop Day 1: Video Timestamp: 1:19:40

Include: The term "include" is used in a statute or contract to indicate that the listed items are not



an exhaustive or exclusive list. It is used in a non-restrictive sense, suggesting that there are other items or elements that can also fall under the defined category.

For example: "The term 'fruit' include apples, oranges, and bananas." In this case, the term "fruit" is not limited to just apples, oranges, and bananas; it can include other fruits not listed here.

Workshop Day 1: Video Timestamp: 1:21:50

Includes: On the other hand, "includes" is used to introduce an exhaustive list, stating that all items or elements mentioned are considered part of the defined category, and there are no other items beyond those explicitly listed.

For example: "The term 'vehicle' includes cars, trucks, motorcycles, and bicycles." In this case, only cars, trucks, motorcycles, and bicycles are considered vehicles under this definition, and no other items would be classified as vehicles based on this provision.

LOOKING AT THE STATUTES FOR KEY SECTIONS and or WORDS

BRITISH COLUMBIA: **Workshop Day 1: Video Timestamp: 1:23:25**

Land Titles Act (the governance over the Property)

s. 57 Power of Attorney or Revocation of Power of Attorney **Workshop Day 1: Video Timestamp: 1:24:25**
(they have a form for this. You are free to use it and attach your own written POA

51 Power of Attorney

Revocation of power of attorney

57 (1) A power of attorney filed in the land title office may be revoked by filing a notice of revocation in the form approved by the director, or by filing other evidence that, in the opinion of the registrar, is sufficient to effect a revocation.

(2) If the power of attorney has not been filed, the principal may lodge a caveat under section 283.

(3) On receiving a notice of revocation of a power of attorney or other sufficient evidence under subsection (1), the registrar must

(a) endorse in the index of powers of attorney, opposite the entry of the power, the fact and date of revocation, and

(b) unless the power of attorney has been microfilmed, endorse on the document itself the fact that it has been revoked.



64. Substitution for metes and bounds or abbreviated description

64 (1) If the registrar accepts a metes and bounds description or an abbreviated description of a new parcel, with or without an explanatory or reference plan, the registrar may assign a distinguishing letter to the parcel.

(2) The description referred to in subsection (1), together with the distinguishing letter, may be endorsed in the register at the time of the first registration of indefeasible title to the parcel, but in all subsequent indefeasible titles, the description, unless the registrar otherwise directs, must be omitted, and in the case of a metes and bounds description, the parcel may be sufficiently described by an abbreviated description.

(3) If the registrar has, under subsection (1), accepted a description accompanied by an explanatory or reference plan, the registrar may require the distinguishing letter to be marked on the plan.

Division 6 — Other Methods of Defining New Parcels

Workshop Day 1: Video Timestamp: 1:31:30

Registrar to determine whether description of land acceptable

99 (1) The registrar may accept

(a) a metes and bounds description or an abbreviated description, with or without a reference plan or an explanatory plan, or

(b) a reference plan or an explanatory plan, with or without a metes and bounds description in any of the following cases:

(c) if a new parcel is created by the subdivision of an existing parcel shown on a deposited subdivision plan;

(d) if the new parcel is created for the purpose of adding it to an already existing adjoining parcel in the same subdivision plan, in which case the new parcel is deemed to be an integral portion of the parcel to which the new parcel is added;

(e) if an easement, restrictive covenant, covenant under section 219 or a statutory right of way is being created;

(f) if a parcel is being transferred to the Crown or other transferee for highway purposes;

(g) if there is a statutory right to acquire compulsorily a parcel smaller than the registered parcel;



- (h) if a parcel is being transferred, leased or donated for public purposes to
 - (i) the Crown, including a Crown agency,
 - (ii) a municipality, regional district or improvement district,
 - (iii) a public body exercising public functions over the area in which the land is located, or
 - (iv) a person designated by the minister under section 219 (3) (c);
- (i) if the registrar is satisfied that
 - (i) the creation of the new parcel is to provide for an isolated transaction and is not a step in a progressive subdivision, and

Petition to cancel plan

<https://ltpm.ltsa.ca/123-petition-cancel-plan>

Workshop Day 1: Video Timestamp: 1:52:10

123 (1) A petition under this Part must be

- (a) made by an owner referred to in section 122 (1),
- (b) addressed to and filed with the registrar,
- (c) signed by the owner, and
- (d) verified by affidavit of a signatory to the petition.

(2) The petition must include all of the following information:

- (a) the date of deposit of the plan in the land title office, the plan's number and a description of the land within the plan;
- (b) the name of the regional district in which the land is located and, if the land is also located in a municipality, the name of the municipality;
- (c) whether or not the land is in a local trust area and, if so, the name or identity of the local trust area;
- (d) whether the petitioner seeks cancellation of the plan in whole or in part, and, if in part, a description of the public areas and parcels within the plan that are affected by the petition;
- (e) the name, occupation and address of the petitioner and a description of the land owned by the petitioner;
- (f) the name, occupation and address of all freehold owners of parcels within the plan and a description of the parcels owned by them;
- (g) the name, occupation and address of all charge owners, a description of the charges and of the parcels charged;
- (h) if the petitioner was the owner of all the parcels in the plan at the time it was deposited in the land title office, a statement to that effect together with a summary of the record verifying the statement;
- (i) the facts on which the petitioner relies in support of the petition and a description of the order petitioned for.

(3) The petition must contain a notice that any person who wishes to make a submission at the hearing of the petition must file with the registrar, before the date set for the hearing, a notice of intention to appear.

(4) A print of the plan showing, to the satisfaction of the registrar, the land referred to in the petition must be annexed as a schedule to the petition

Corrective declarations (mostly electronic) Not required in this process. Workshop Day 1: Video Timestamp: 1:53:44

168.55 (1) A person referred to in section 168.2 (1) (a) or (b) may, in accordance with an applicable e-filing direction, electronically submit a declaration bringing to the attention of the



registrar an error, omission or mis-description in a document that the person, or another person on behalf of the person, has submitted electronically.

(2) A declaration under subsection (1) must be signed electronically by the person who submits it.

(3) The electronic signature of a person on a declaration under subsection (1) is a certification by the person that, based on the personal knowledge or reasonable belief of the person, the declaration sets out the material facts accurately.

Workshop Day 1: Video Timestamp: 1:54:17

Section 249 of the British Columbia Land Title Act. Power of court to order cancellation of charge.
https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96250_00_multi#section249

Workshop Day 1: Video Timestamp: 1:55:10

Section 35 of the British Columbia Property Law Act. **Court may modify or cancel charges**
https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96377_01#section35

(1) A person interested in land may apply to the Supreme Court for an order to modify or cancel any of the following charges or interests against the land, whether registered before or after this section comes into force:

(b) a land use contract;

(e) a restrictive or other covenant burdening the land or the owner;

(2) The court may make an order under subsection (1) on being satisfied that the application is not premature in the circumstances, and that

(a) because of changes in the character of the land, the neighbourhood or other circumstances the court considers material, the registered charge or interest is obsolete,

(b) the reasonable use of the land will be impeded, without practical benefit to others, if the registered charge or interest is not modified or cancelled,

(c) the persons who are or have been entitled to the benefit of the registered charge or interest have expressly or impliedly agreed to it being modified or cancelled,

(d) modification or cancellation will not injure the person entitled to the benefit of the registered charge or interest, or

(e) the registered instrument is invalid, unenforceable or has expired, and its registration should be cancelled

Ministry of Forestry Act (the Grants)

Workshop Day 1: Video Timestamp: 2:05:10

Agreements and grants

6 The minister may



(a) enter into an agreement or arrangement with any person or province or with Canada relating to a matter included in the minister's duties, powers and functions, and

(b) grant money to organizations engaged in forest research or education.

Conclusion / Summation: Workshop Day 1: Video Timestamp: 2:06:12

A property contract for real estate consists of multiple components and generally involves parties with interests beyond that of the property owner. While the terms may seem straightforward in an outright purchase or mortgage agreement, there are often unseen contracts lurking in the background, with other parties acquiring individuals' properties based on the assumption that many people do not thoroughly review the contracts or understand the law. Today's focus is to provide a broad overview of the legal remedies available. Let's break down what the examination of our resources should and must reveal:

- The language of the law and the terms necessary for perfecting contracts are found within legal statutes, and it appears that the law is supportive of our efforts.
- Statutes and laws help us determine our rights, remedies, and relief options in all property-related contracts.
- Our property contracts, as per the law, reveal several steps we can and should take to fully secure our property and eliminate some of these unseen contracts (what lies beneath the "hood" of the contract).
- There are several approaches to securing our property, not in any particular order:
 - a) Identifying easements and encumbrances causing harm and applying for a court order to have them removed (requires identification).
 - i) Where it is in relation to water rights, find the office, and main authority and direct your communication sensibly and with purpose to have an order, and other interest acknowledged and received.
 - b) Petitioning to cancel a plan (or substitute it for another one) and amending an abbreviated property description.
 - c) Undertaking a survey and collaborating with a lawyer to establish a new property description (metes and bounds), especially if one doesn't exist or can't be located – this can be costly.
 - d) Filing a Power of Attorney and/or a Revocation of Power of Attorney on the certificate of title, which is attached or appended to the Certificate of Title.These points are essential considerations for anyone seeking to assert their property title.

The upcoming session will focus on developing action plans for individuals seeking to resolve title disputes related to property, which may pose a risk. Crafting effective action plans necessitates careful organization, meticulous planning, and a clear vision. By thoroughly reviewing statutes, laws, and codes relevant to your specific situation, you can better prepare yourself to address your particular issue. Keep in mind that much of the information we've discussed applies to other jurisdictions and contexts as well.

With that, We go to question and answers.



WORKSHOP DAY 2-of-3: ACTION PLAN

This session is designed to leverage the solutions and remedies discovered through a comprehensive examination of the statutes and laws within your respective jurisdiction. Its purpose is to formulate a range of protection plans, ranging from basic to moderate to more complex, for our property, home, and community. Our objective is to explore both legal and lawful means of securing land rights.

In many cases, protecting property involves legal actions such as going to court, hiring a lawyer, or employing a surveyor. When circumstances necessitate these options, the solution for safeguarding our property can be found within the scope of these service providers. Additionally, we have the option to engage in self-litigation and administration, as the law provides provisions for such actions.

The scenario for taking action on land or property issues, with the aim of asserting control, is a matter of great concern, especially in relation to government service providers. Government services are a sound concept, and it is essential for the trustees and service providers to operate with a clear understanding of the law and a commitment to the common good.

Unfortunately, it has been observed that some service providers lack a proper understanding of the laws they enforce and the potential liabilities that public trustees may incur when they promote policies that contradict principles of good faith and equity. Equity, in this context, is not just a catchphrase; it embodies legal principles such as "Equity will not aid a volunteer," "Equity sees what is done as what ought to be done," and "Equity imputes an intent to fulfill an obligation."

If your intention is property protection, it is worth noting that the statutes provide guidance, as we have examined the various parties involved in land or property contracts. What we have discovered is that relief and remedies do exist. We will explore the administrative components that may be employed to address various scenarios. Please be aware that these are conceptual frameworks for procedures we have identified both legally and lawfully to gather evidence to establish your title and standing. We have compiled a list of tangible and intangible actions you can take, ranging from posting signs to sending letters to your local recorder, surveyor, registrar, or anyone else making a claim in your interest without your consent.

Are you willing to continue your education, or do you believe you are too old for it? When one



stops learning, they can become stuck in their own time and generation. Here this presentation, we prioritize education and have a strong commitment to assisting others in their learning journey.

NON-ADMINISTRATIVE ACTIONS: **Workshop Day 2: Video Timestamp: 16:26**

Within the statutes, laws, and codes, we discover or will discover the following:

- a) The importance of posting NO trespassing signs cannot be overstated. These signs serve as crucial notices to prevent any discussion suggesting that your property is open for debate or dispute. This includes:
- b) Displaying Private Land and Private Property Signs on your property that are easily visible.
- c) Collaborating with your community to educate one another about the rights pertaining to entry and private property.
- d) Establishing community property student and information exchange networks, utilizing models like PMA (Private Membership Association) or other privacy models.

ADMINISTRATIVE ACTIONS: **Workshop Day 2: Video Timestamp: 19:35**

In statutes we discovered many more actions that are less tangible than putting up signs on property, but have equal or greater results in handling administrative disputes. The law or government contractors offer their administrative tools in the way of forms that can be filled out and that pertains to a particular subject, i.e.: Form 17: Application: Form 17 section 154, 155(1) 156 (British Columbia)

1. Modify/Correct/Clean-up Certificate of Title to Land

a) Cancellation by Registrar: Once a charge is satisfied, surrendered, released or discharged in whole or in part (Use Land Title Form and draft Declaration); **Form 17** section 154: Application for Fee Simple 155(1) Form Approved by Registrar 156 It affects all parcels on the instrument.

Application for registration of fee simple 154 A person claiming to be registered as owner in fee simple of land must apply to the registrar for registration in the form approved by the director.

b) s. 123 **Petition to Cancel Plan** (Original Plan 123(4), Affidavit fulfilling LTA 123(2)(a)-(i), and contains public notice 123(3)); and the s.100: Re-establishment of boundaries 100 (1)The registrar may accept (a) a reference plan without an accompanying description, if a resurvey or survey of an existing parcel is made for the purpose of re-establishing the boundaries of the parcel in accordance with the registered title,

c) Cancellation by Effluxion (Passage of time) (Land Title Form); Mark

d) Submission of New Plan/Survey (Reference or by Official Surveyor); Mark. (Deposit of New Plan)



THE POWER OF THE ATTORNEY (POA):

Workshop Day 2: Video Timestamp: 49:20

A power of attorney (POA) can be an effective tool for voicing claims over speculated property for several reasons:

- **Legal Authority:** When someone grants you a power of attorney, they are essentially giving you the legal authority to act on their behalf. This authority can extend to various matters, including property-related issues.
- **Representation:** With a POA, you can represent the property owner's interests, make decisions, and take actions as if you were the property owner themselves. This can be crucial when dealing with property disputes or claims.
- **Immediate Action:** A POA can act immediately, which can be especially useful when time is of the essence. If a property issue needs to be addressed quickly, having a designated person with POA can expedite the process.
- **Continuity:** In situations where the property owner is unavailable, incapacitated, or wishes to delegate responsibility, a POA ensures that someone can step in and make decisions on their behalf, maintaining continuity in property management.
- **Expertise:** Property matters can be complex, and having someone with expertise in real estate or property law act as your attorney-in-fact can be highly advantageous. They can navigate legal processes, negotiate with other parties, and make informed decisions.
- **Mitigating Disputes:** By having a designated person with POA, potential disputes over property decisions can be minimized. The authority granted in the POA document is legally binding, which can deter challenges to property-related actions.
- **Documentation:** The POA is a formal legal document that provides a clear record of the property owner's intent and the scope of authority granted. This documentation can be presented as evidence if disputes arise.
- **Protection:** A well-drafted POA can include safeguards to protect the property owner's interests, such as requiring the attorney-in-fact to act in the property owner's best interests and be accountable for their actions.

It's important to note that while a power of attorney can be a powerful tool, it should be used with careful consideration. The person granted the authority should act in the best interests of the property owner, and the terms and limitations of the POA should be clearly defined in the legal document. Additionally, seeking legal advice when dealing with complex property matters and drafting a POA can help ensure that it serves its intended purpose effectively.

2. (Revocation of) Power of Attorney

- a) Identify one's certificate of title (county recorder, land titles registrar, etc).
- b) Order the plan/survey (reverse engineer it to metes and bounds, if possible.);



- c) Order the original deed of trust or land patent or the mortgage contract (find the metes and bounds, or respective units of measures, use it (the old original deed) as the reference plan, etc.);
- d) List purposes that Beneficiary (Equitable Owner) can act on Registered Owners' behalf (as it relates to land: mortgage, title corrections, land patents, revocations, appointment of heirs);
- e) Revoke all former powers of attorney; or a FORM (in some jurisdictions)

3. Utilize Supreme Court to Modify Certificate of Title to Land **Workshop Day 2: Video Timestamp: 1:05:16**
 s.35 https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96377_01#section35

- a) Power of court to order cancellation of charge;
- b) Power of court to modify land use contract;
- c) Power of court to modify or cancel a restrictive or other covenant burdening the land or the owner;
- d) Miscellaneous: Power of court to modify or cancel easement, statutory right of way, take produce or part of soil, an instrument by which mineral or timber, being part of the land are granted, transferred, reserved or excepted;

4. Other Special Processes **Workshop Day 2: Video Timestamp: 1:08:36**

Putting property and collateral into a Trust (w/ financing statement)

Create a Trust (secured property) and lien the Trustee (the all CAPS name as the Debtor)

- a) order the plan/survey (reverse engineer it to metes and bounds);
- b) registered letter self-mailing
- c) Trust Indenture
- d) Accept all former Deed on Chain of Title
- e) Newspaper Publication
- f) Personal Property Security Registry Financing Statement filing
 (Secured Party: *Trust*, Debtor: *Registered Owner JOHN SMITH*)

LAND PATENT **Workshop Day 2: Video Timestamp: 1:21:50**

Land patent definition, an official document by which title to a portion of public land is conveyed from the government.

A land patent is a form of letters patent assigning official ownership of a particular tract of land that has gone through various legally-prescribed processes like surveying and documentation, followed by the letter's signing, sealing, and publishing in public records, made by a sovereign entity.

Private property was created in the United States of America through the issuance of land patents that transferred title of public lands to named individuals, and to their heirs and assigns forever. Each patent was signed by the President of the United States in office at the time.

- a) Notice of acceptance on the original chain of title



- b) Declaration
- b) Assignment to a trust.
- c) Convey to the attorney general or high authority (lieutenant governor).

(Petition) Declarations in Court

Land Inquiry Act:

Workshop Day 2: Video Timestamp: 1:28:30

https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96251_01

- a) Declaration of title
- 23** (1) *An order of the court containing a declaration of title under this Act must be signed by one of the judges and by a district registrar of the Supreme Court under the seal of the court, and must contain the following declaration:*

This Court declares that under the authority of the *Land Title Inquiry Act*, A.B. is the legal and beneficial owner in fee simple in possession [or as the case may be] of [here describe the property], subject to the conditions, exceptions and reservations enumerated or referred to in section 23 (2) (a) to (j), of the *Land Title Act*, and to [specifying either by reference to a schedule or otherwise any of the charges or encumbrances, exceptions or qualifications to which the title of A.B. is subject], but free from all other rights, interests, claims and demands.

(2) *The court may give one declaration of title, comprising all the land mentioned in the petition, or may give separate declarations as to title of separate parts of the land.*

PETITION the COURT: Workshop Day 2: Video Timestamp: 1:40:19

Land Inquiry Act:

Order for possession. (Find the court forms that motion the Petition)

24 (1) *If a petition is filed under this Act, an objection to it must not be allowed on the ground that the petitioner should first have brought an action.*

(2) *If it appears on the determination of the investigation that the petitioner is entitled to the possession of the land the title to which is sought to be quieted under this Act, the petitioner may obtain an order against the respondent for the delivery of possession, and writs of execution must issue accordingly.*

CIRCUMSTANCES:

1. Notice (Estoppel by Deed) Workshop Day 2: Video Timestamp: 1:42:50

General concept here; It points to coming at them with the pen and the pad, to abate claims by the government corporations. Claims concerning moral, beneficial use, and their obligation to the law to support beneficial use.

Estoppel by Deed is an equitable contractual approach using acceptance and question-asking . With the Deed of Estoppel you are addressing the substance over policy; if you have superior rights in equity, than you must bring them up according to the laws, and that is where you will



Workshop Day 2: Video Timestamp: 1:48:49

find those claims.

2. GOVERNMENT CORPORATION ENFORCING EASEMENTS AND COVENANTS

Administration:

- a) Write to the Office; state your grievances to the Authority, Comptroller, Manager, etc.,
- b) Place your notice on record with the Authority estop him/her in respect to interest in your property (optional: Notice of Estoppel by Deed)
- c) If you have a charge, accept it, and return it to the Authority, Comptroller, Manager, etc.,
- d) Follow this administration to settle the civil charges.
- e) (Revocation of) Power of Attorney
- f) Utilize Land Title Registry forms to Cancel Covenants, Cancel plan/survey, re-establish new boundaries (submit new survey/plan with metes and bounds)

OR

g) Utilize Courts to Modify/Cancel Covenants (or Land Use Contracts) on Certificate of Title that give Government Corporation Authority.

2. CIVIL FORFEITURE **Workshop Day 2: Video Timestamp: 1:53:40**

Administration:

- a) Acquire the Indictment, Release Order and all other instruments that you signed.
- b) Accept the instruments as bills to be exchanged by acceptance, return to the authority.
- c) Follow this administration to settle the *criminal* charges. Handle the Forfeiture w/ motions challenging subject matter jurisdiction.
- d) (Revocation of) Power of Attorney
- e) Utilize Land Title Registry forms to Cancel Covenants, Cancel plan/survey, re-establish new boundaries (submit new survey/plan with metes and bounds)
- f) Utilize Courts to stop Civil Forfeiture (seizure of your land by Order to Possess)

3. FORECLOSURE **Workshop Day 2: Video Timestamp: 2:00:01** (for the Foreclosure and to VOID this, if you are in good standing w/ mortgage: Conceptual overview)

Administration

- a) (Revocation of) Power of Attorney
 - i) reference plan / or new survey
- b) Amend current Deed of Trust (Mortgage and the Note)??
(Notice of Cancellation and Removal of Trustee and Beneficiary. In the states, this



CHEQ YOURSELF



SOVEREIGN
BY DESIGN



can be added to the file (title))

- i) Accept the note, return the note. Acquire receipt of the acceptance/...dishonor?
- ii) Appoint the bank to be the Trustee, instead of beneficiary (Notice of Appointment)
- iii) Revoke Power of Attorney for Title Company and Law-firm.
(Notice of Revocation of) Power of Attorney - all to county recorder, land titles,

c) Record new Deed of Trust, re-establish new boundaries (submit new survey/plan with metes and bounds) assign new beneficiary.

Court Administration. **Workshop Day 2: Video Timestamp: 2:08:06**

An opening chess like move for dealing with a Foreclosure is:

a) Counterclaim (means you are the moving party) as an immediate response.

- i) It allows you to ask for discovery and show evidence of acceptance(s).
- ii) the counterclaim becomes your action against them.

b) Order for possession

Land Inquiry Act (Quiet title action)

https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96251_01

24 (1) If a petition is filed under this Act, an objection to it must not be allowed on the ground that the petitioner should first have brought an action.

(2) If it appears on the determination of the investigation that the petitioner is entitled to the possession of the land the title to which is sought to be quieted under this Act, the petitioner may obtain an order against the respondent for the delivery of possession, and writs of execution must issue accordingly.

c) Notify Tax Authorities with Tax Forms (T5008 and 1099's)

d) Redeem/Call CUSIP from Pool (US Form 1832 Special Form of Assignment: Securities)

<https://treasurydirect.gov/forms/sec1832.pdf>

About Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments

<https://www.irs.gov/forms-pubs/about-form-8281>



Workshop Day 2: Video Timestamp: 2:16

4. Actionable Owner making a claim for property (mortgage paid)

Administration:

- a) Order all past deeds or land patents to the land (locate chain of title) or,
- b) Order the current plan/survey (reverse engineer it to metes and bounds);
- c) Cancel burdensome covenants/charges/plans
- d) Accept Chain of Title } Write your Notice of acceptance, send it off w/ other docs.
- e) Publication in Newspaper (new metes and bounds, or respective description)
- f) Apply/Submit New Survey/Reference Plan
- g) (Revocation of) Power of Attorney
- h) File for Indefeasible Title (locate the Indefeasible title form; Form 20)
- i) Petition Court to Quiet Title to Land if you are in a dispute over land, while no mortgage exist.



WORKSHOP DAY 3-of-3: ADMIN & PROCEDURES - templates & forms

~~Day 4/4:~~

Welcome back to this final session where we will be reviewing administrative documentation. We began by examining the legal framework, encompassing laws, legislation, codes, and statutes that are pertinent to one's specific situation for protecting their property and land.

During the first week, we aimed to illustrate the uniformity in property protection across three different countries: the United States of America, Australia, and Canada. Week One emphasized the need for us to view ourselves as the solution to challenges arising from corporate overreach. It was imperative that we closely scrutinize our contracts to determine whether we had already fulfilled our obligations.

Week two was designed to highlight the availability of remedies and relief, contingent upon one's active participation. We delved into the specific aspects of legislation in our chosen country and province, focusing on the legal provisions pertaining to actions taken to rectify defects, presumptions, and corporate overreach.

In our final session, we shift our focus towards the administrative documentation needed to comply with the law, legislation, codes, or statutes applicable within one's jurisdiction or as stipulated in their existing contract.

These sample templates serve as a mere reflection of the mindset required to achieve two primary objectives: a) engagement and b) the fulfillment of our right to own and protect the property we desire. These templates are neither definitively correct nor incorrect. They serve as stepping stones for all participants, and it is essential for everyone to diligently employ the concepts within them to craft their personalized written communication and initiate the engagement process.

It is crucial for individuals within their respective jurisdictions to fully understand and implement the concepts presented in their administrative tasks. Formalities and legal documentation do not inherently establish the legality of your paperwork. In fact, adhering to core equitable principles in a straightforward and simple manner tends to yield better results. Maintaining simplicity in your approach ensures there is no room for statements that could jeopardize your claim.



Whether in Canada, the United States, or Australia, all equitable notices should inherently align with the universal principles and maxims of equity.

a) Type of paperwork;

- i) legal**
(Their) forms Notices, Summons, Permits, Charges, Warrants, Orders, Authentication, etc.
- ii) lawful (highest principle)**
Administrative, Notices, Inquiries, Private Declaration

Since all contracts either involve financial statements or can be regarded as financial statements, it's crucial to consider the principal legislation that governs all contracts and financial instruments. The Bills of Exchange laws across different territories are similar in how they address the tendering of contracts. This consistency is attributed to the fact that the money generated from contracts within our financial system is, in essence, the money itself. To reiterate, the contract itself represents the money.

In the process of acquiring a certificate of title or establishing the chain of title for one's property, acceptance is a crucial requirement. According to legislation, statutes, codes, or laws, it's evident that acceptance serves multiple important functions. It is strongly recommended that everyone become familiar with this concept and understand how and when to apply it. Acceptance is particularly valuable for resolving disputes, whether it involves accepting or conditionally accepting various instruments, such as a violation ticket or a citation ticket when Public Officers are inclined to issue such documents and hold you accountable for them. The law mandates the acceptance of a violation ticket, followed by its return to the original authority for tender and consideration.

WHAT IS AN ACCEPTANCE ? **Workshop Day 3: Video Timestamp: 44:05**
Bills of Exchange Act
<https://laws-lois.justice.gc.ca/eng/acts/B-4/FullText.html>

Acceptance:

36 (1) A bill may be accepted

(a) before it has been signed by the drawer or while otherwise incomplete; or

(b) when it is overdue or after it has been dishonoured by a previous refusal to accept, or by non-payment.

Acceptance after dishonour



(2) When a bill payable at sight or after sight is dishonoured by non-acceptance and the drawee subsequently accepts it, the holder, in the absence of any different agreement, is entitled to have the bill accepted as of the date of first presentment to the drawee for acceptance.

Delivery:

When acceptance complete

38 Every contract on a bill, whether it is the drawer's, the acceptor's or an endorser's, is incomplete and revocable until delivery of the instrument in order to give effect thereto, but where an acceptance is written on a bill and the drawee gives notice to, or according to the directions of, the person entitled to the bill that he has accepted it, the acceptance then becomes complete and irrevocable.

(Source: IBOE: Bills of Exchange Act)

CANADA:

<https://laws-lois.justice.gc.ca/eng/acts/b-4/FullText.html>

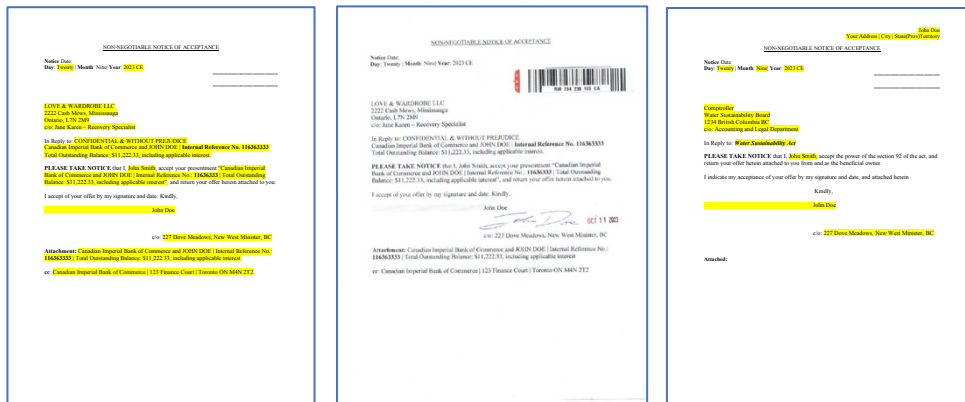
AUSTRALIA:

http://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/

USA: https://www.law.cornell.edu/wex/bill_of_exchange

Nevada: <https://www.leg.state.nv.us/Statutes/53rd/Stats196505.html>

ACCEPTANCE:
Templates of acceptance on Instruments



MAIN PHRASE:

PLEASE TAKE NOTICE that I, **John Smith**, accept your presentment and return your offer herein attached to you. I accept of your offer by my signature and date.



STAMPS:

TITLE ACKNOWLEDGED & ACCEPTED

THIS ____ DAY OF SEPTEMBER

JOHN HENRY DOE

TITLE SEARCH PRINT		2020-11-16, 10:21:58
"CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN"		
Land Title District	NILSON	TITLE ACKNOWLEDGED & ACCEPTED THIS ____ DAY OF NOVEMBER 2020
Land Title Office	NILSON	
Title Number	CA700393	
From Title Number	CA000392	
Application Received	2019-07-04	
Application Entered	2019-07-11	
Registered Owner in Fee Simple	[REDACTED] RETIRED	
Registered Owner-Mailing Address	[REDACTED] WASHINGTON [REDACTED] USA	
Taxation Authority	Essex Kootenay Assessment Area	
Description of Land	014 [REDACTED] Legal Description: LOT 1 DISTRICT LOT 201 KOOTENAY DISTRICT PLAN 4121	
Legal Notations	NONE	
Charges, Liens and Interests	RESERVATION Registration Number: [REDACTED] Registered Owner: COLUMBIA AND KOOTENAY RAILWAY AND NAVIGATION COMPANY Remarks: SITE IS [REDACTED] MINES AND MINERALS TRANSFERRED TO [REDACTED]	
	UNDER-SURFACE RIGHTS Registration Number: [REDACTED] Registration Date and Time: 1992-03-31 09:54 Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA Remarks: INTEREST IN MINES AND MINERALS	
Page 1 of 1		

Sample is courtesy of attendee of Property Protection Information event.

(CAVEATS TO THE ACCEPTANCES) Angela & Mark;

AUTHENTICATION

Workshop Day 3: Video Timestamp: 1:06:15

Now that we can see that one can accept the Certificate of Title, given the stamp seen on the example document, we can elevate the acceptance process further. The authentication process involves obtaining a legal document that bears the seal of an authorized officer, such as a lawyer, notary, or clerk of the court. This authenticated document can then be presented to the appropriate authority, which may be the Secretary of State in the United States, the Authentication Clerk in Canada, or DFAT (DEPARTMENT OF FOREIGN AFFAIRS AND TRADE) in Australia.

CIRCUMSTANCES:

1. GOVERNMENT CORPORATION ENFORCING EASEMENTS AND COVENANTS

Administration:

Workshop Day 3: Video Timestamp: 1:09:07

NOTICE OF DISPUTE

Notice Date: Day [REDACTED] Month [REDACTED] Year [REDACTED]

By: [REDACTED]

PLEASE TAKE NOTICE that I, [REDACTED], represented by a private company, will continuously determine disputed officers due to the violation of the rights of the beneficial owner of the property described hereafter:

PROPERTY:
[REDACTED] (LOT 1 ENCLAVING THEREOF ALL MINES AND MINERALS)

I affirm the following:
I have the beneficial owner of the described property, and I am willing to provide evidence according to the law should I not make a better offer of mine to the person whose rights the competitor covet as they do to themselves, if any?

Kindly,
[REDACTED]
c/o [REDACTED] [REDACTED]

Attached:

NOTICE OF DISPUTE

Notice Date: Day [REDACTED] Month [REDACTED] Year [REDACTED]

By: [REDACTED]

I indicate my acceptance of your offer by my signature and date, and attached herein

Kindly,
[REDACTED]

Attached:

...etc.

NOTICE OF DISPUTE

Notice Date: Day [REDACTED] Month [REDACTED] Year [REDACTED] CE

By: [REDACTED]

This notice has implications as specified for the majority authority when your offer is not accepted.

1. I, John Doe, assert my status as the beneficial owner of the Property mentioned in correspondence dated [REDACTED].

2. I HEREBY ACCEPT that the Dispute is based by our notice of dispute.

3. I am in receipt that I am the beneficial owner of the property, granted this land and as property is an important part of my life and I am willing to provide evidence according to the law should I not make a better offer of mine to the person whose rights the competitor covet as they do to themselves, if any?

4. Return of Interest: Please return confirmation of this notice within 10 business days in respect to this dispute, marked with your date stamp [REDACTED].

Kindly,
[REDACTED]
c/o [REDACTED] [REDACTED]

Page 1 of 1



2.

CIVIL FORFEITURE

Workshop Day 3: Video Timestamp: 1:19:45

Administration:

- a) Notice of Acceptance
- b) Accept the instruments as bills to be exchanged by acceptance, return to the authority.

Workshop Day 3: Video Timestamp: 1:21:44

c) Follow this administration to settle the *criminal or quasi criminal* charges. Handle the Forfeiture w/ motions challenging subject matter jurisdiction.

d) (Revocation of) Power of Attorney

Workshop Day 3: Video Timestamp: 1:25:46

e) Utilize Land Title Registry forms to Cancel Covenants, CANCEL PLAN /survey, re-establish new boundaries (submit new survey /plan with metes and bounds)

Workshop Day 3: Video Timestamp: 1:30:01



f) AFFIDAVIT w/ PETITION TO CANCEL PLAN

Workshop Day 3: Video Timestamp: 1:33:30

g) Reference Plan, Surveyor

g) Utilize Courts to stop Civil Forfeiture (seizure of your land by Order to Possess)

Workshop Day 3: Video Timestamp: 1:34:40

i) Counterclaim is the best chess-like action for this Notices in Civil Claim (in rem) proceedings.

ii) Petition
Order to Possess
Petition of Right

3. FORECLOSURE

Workshop Day 3: Video Timestamp: 1:35:50

(for the Foreclosure and to VOID this, if you are in good standing w/ mortgage: Conceptual overview)

Administration

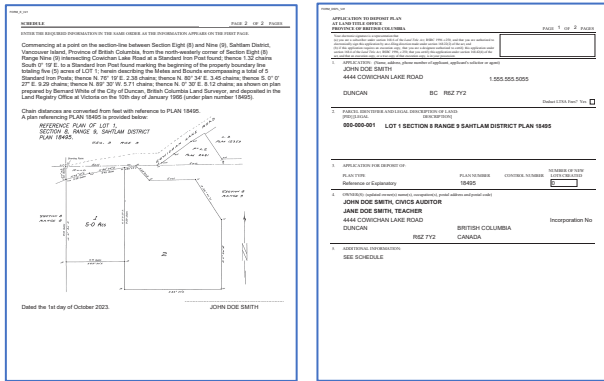
Workshop Day 3: Video Timestamp: 1:36:35

a) (Revocation of) Power of Attorney (needs to go to the Land Register / County Recorder)



i) reference plan / or new survey (Application to Deposit Plan)

Workshop Day 3: Video Timestamp: 1:37:06

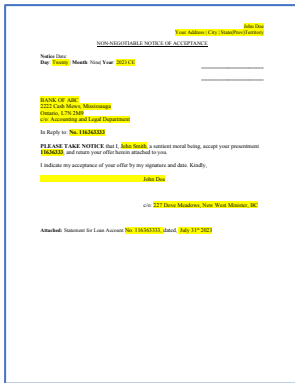


Must NOTICE All Parties to submit a new plan. (Does your situation require it?)

b) Amend current Deed of Trust (Mortgage and the Note)

(Notice of Appointment and Beneficiary Title Cancellation. In some Registry or County Recording Office, this can be added to the file (title))

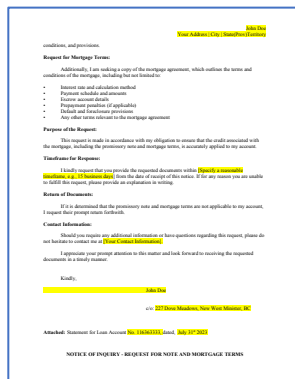
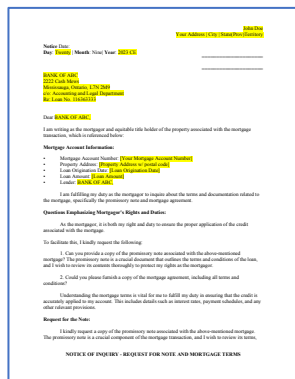
i) Accept the note, return the note. Acquire receipt of the acceptance/... (If, dishonor?)



Workshop Day 3: Video Timestamp: 1:39:40

iii) Notice of Inquiry – Request for Mortgage and Note

Workshop Day 3: Video Timestamp: 1:40:30



ii) Appoint the bank to be the Trustee, instead of beneficiary (Notice of Appointment)

Workshop Day 3: Video Timestamp: 1:47:43

iii) Revoke Power of Attorney for Title Company and Law-firm.
(Notice of Revocation of) Power of Attorney - to all county recorder, land titles

c) Record new Deed of Trust, re-establish new boundaries (submit new survey/plan with metes and bounds) assign new beneficiary.

Workshop Day 3: Video Timestamp: 1:50:33

Court Administration.

An opening chess like action for dealing with a Foreclosure is: Workshop Day 3: Video Timestamp: 1:50:43

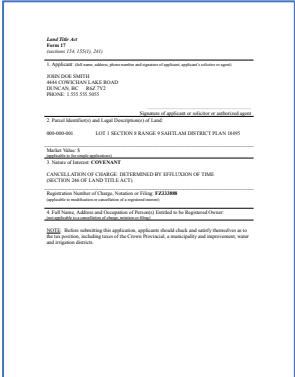
- a) **Counterclaim** (means you are the moving party) as an immediate response.
 - i) It allows you to ask for discovery and show evidence of acceptance(s).
 - ii) the counterclaim becomes your action against them.
- b) Order for possession (through quiet title action); *seek your Law in respective location.*



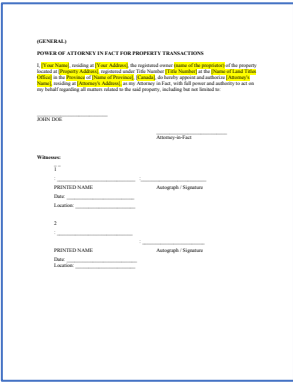
4. **ACTIONABLE OWNER MAKING A CLAIM FOR PROPERTY**

Administration:

- a) Order all past deeds or land patents to the land (locate chain of title) or,
- b) Order the current plan/survey (reverse engineer it to metes and bounds);
- c) Cancel burdensome covenants/plans
(Use Land Title Form and draft Declaration); Form 17



- d) Accept Chain of Title } Write your Notice of acceptance, send it off w/ other docs.
- e) Publication in Newspaper (new metes and bounds, or respective description)
- f) Apply/Submit New Survey/Reference Plan
- g) (Revocation of) Power of Attorney



PROPERTY (MORTGAGE PAID)

- h) File for Indefeasible Title (locate the Indefeasible title form; Form 20) (subject to charges)
- i) Petition Transaction to Quiet Title to Land if you are in a dispute over land, while no mortgage exist.



LAND PATENTS

Workshop Day 3: Video Timestamp: 2:01:40

(Can be done with or without a mortgage)

Certificate of Acknowledgement and Acceptance of the Declaration of Land Patent

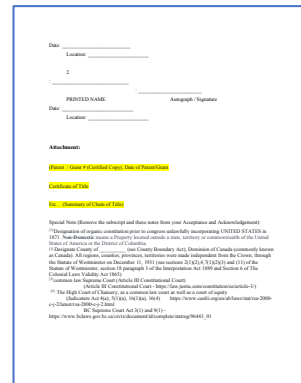
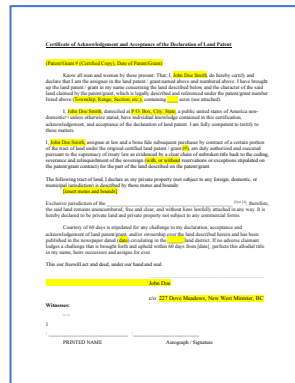
(Patent # (Certified Copy), Date of Patent)

Know all men and women by these present: That, I, **John Doe Smith**, do hereby certify and declare that I am the assignee in the land patent named above and numbered above. I have brought up the land patent in my name concerning the land prescribed below and the character of the said land claimed by the patent, which is legally described and referenced under the patent number listed above ([**Township, Range, Section, etc**], [**State**]), containing acres (see attached).

I, **John Doe Smith**, domiciled at **P.O. Box, City, State**, a public united states of America non-domestic unless otherwise stated, have individual knowledge contained in this certification, acknowledgement, and acceptance of the declaration of land patent. I am fully competent to testify to these matters.

I, **John Doe Smith**, assignee at law and a bona fide subsequent purchaser by contract of a certain portion of the tract of land under the original certified land patent (**#**), am duly authorized and executed pursuant to the supremacy of treaty law.

...



REVIEW:

- a) Acquire the (correct) chain of Title (Accept it)
- b) (Acceptance) Sample above
- c) Learn about the Authentication Process. Get the (correct) Chain of Title Authenticated.
- d) Do a Newspaper Claim (30 – 60 days). You choose on your budget. 60 days is recommended
- e) Power of Attorney
- f) File w/ the LG, AG (Canada / Australia) File w/ State Governor, AG: United States

Questions and Answers.



BONUS 2: (Administrative Procedure – Notice of Inquiry)

Notice Date: _____
 Day: _____ Month: _____ Year: _____

BANK OF ABC
 1234 Main Street
 Anytown, USA 12345
 Tel: (555) 555-5555
 Fax: (555) 555-5555

Dear BANK OF ABC:

I am writing to the mortgage and mortgage note holder of the property associated with the mortgage information, which is referenced below:

Mortgage Account Information:

- Mortgage Account Number: _____
- Property Address (Property Address to present only): _____
- Loan Origination Date: _____
- Loan Amount: _____
- Lender: BANK OF ABC

I am writing to you as the mortgage to request about the terms and documentation related to the mortgage (specifically the promissory note and mortgage agreement).

Questions Regarding This Request: Rights and duties.

As the mortgage, it is both my right and duty to ensure the proper application of the credit associated with the mortgage.

In order to fully request the following:

- Can you provide a copy of the promissory note associated with the above-mentioned mortgage? The promissory note is a legal document that outlines the terms and conditions of the loan, and it is both my right and duty to ensure the proper application of the credit associated with the mortgage.
- Can you provide a copy of the mortgage agreement, including all terms and conditions?

Understanding the mortgage terms is vital for me to fulfill my duty to ensure that the credit is applied to my account. This includes details such as interest rates, payment schedules, and any other credit provisions.

Request for the Note:

I kindly request a copy of the promissory note associated with the above-mentioned mortgage. The promissory note is a legal document that outlines the terms and conditions of the loan, and it is both my right and duty to ensure the proper application of the credit associated with the mortgage.

NOTICE OF INQUIRY - REQUEST FOR NOTE AND MORTGAGE TERMS

Notice Date: _____
 Day: _____ Month: _____ Year: _____

BANK OF ABC
 1234 Main Street
 Anytown, USA 12345
 Tel: (555) 555-5555
 Fax: (555) 555-5555

Additionally, I am seeking a copy of the mortgage agreement, which outlines the terms and conditions of the mortgage, including but not limited to:

- Interest rate and calculation method
- Payment schedule and amount
- Term of the mortgage
- Prepayment penalties (if applicable)
- Default and foreclosure provisions
- Any other terms relevant to the mortgage agreement

Request for the Note:

I kindly request a copy of the promissory note associated with the above-mentioned mortgage. The promissory note is a legal document that outlines the terms and conditions of the loan, and it is both my right and duty to ensure the proper application of the credit associated with the mortgage.

Request for the Note:

I kindly request a copy of the mortgage agreement, including all terms and conditions.

Understanding the mortgage terms is vital for me to fulfill my duty to ensure that the credit is applied to my account. This includes details such as interest rates, payment schedules, and any other credit provisions.

Request for the Note:

I kindly request a copy of the promissory note associated with the above-mentioned mortgage. The promissory note is a legal document that outlines the terms and conditions of the loan, and it is both my right and duty to ensure the proper application of the credit associated with the mortgage.

NOTICE OF INQUIRY - REQUEST FOR NOTE AND MORTGAGE TERMS

Notice of Default

Notice Date: _____
 Day: _____ Month: _____ Year: _____

BANK OF ABC
 1234 Main Street
 Anytown, USA 12345
 Tel: (555) 555-5555
 Fax: (555) 555-5555

Dear BANK OF ABC:

This letter serves as the second formal request for the documents outlined below. It is important to note that this request is made as a follow-up to our previous communication, which was a notice of inquiry. The request is urgent and is not subject to any delay.

Mortgage Account Information:

- Mortgage Account Number: _____
- Property Address (Property Address to present only): _____
- Loan Origination Date: _____
- Loan Amount: _____
- Lender: BANK OF ABC

I kindly request the following documents:

- A copy of the promissory note associated with the mortgage.
- A copy of the mortgage agreement, including all terms and conditions.

Please provide these documents within 15 business days (e.g., 15 business days) from the date of this notice. If unable to fulfill this request, please provide an explanation in writing.

Kindly,
 John Doe
 John Doe

NOTICE OF INQUIRY - REQUEST FOR NOTE AND MORTGAGE TERMS

Notice Date: _____
 Day: _____ Month: _____ Year: _____

BANK OF ABC
 1234 Main Street
 Anytown, USA 12345
 Tel: (555) 555-5555
 Fax: (555) 555-5555

Witness:

PRINTED NAME: _____ Signature: _____
 Date: _____ Location: _____

PRINTED NAME: _____ Signature: _____
 Date: _____ Location: _____

Attached: Statement for Loan Account No. 123456789, dated 10/10/2023

CC: [Emails]

NOTICE OF INQUIRY - REQUEST FOR NOTE AND MORTGAGE TERMS

Certificate of Claim

Notice Date: _____
 Day: _____ Month: _____ Year: _____

BANK OF ABC
 1234 Main Street
 Anytown, USA 12345
 Tel: (555) 555-5555
 Fax: (555) 555-5555

CERTIFICATE OF CLAIM

To Whom It May Concern,

This Certificate of Claim is issued by _____ (hereinafter referred to as the "Claimant"), in relation to the mortgage information, referenced by the Mortgage Account Information provided in our previous communication dated _____.

WHEREAS, the Claimant, in good faith, requested the production of two essential documents:

- The Promissory Note: A document that outlines the terms and conditions of the loan associated with the mortgage.
- The Mortgage Agreement: A document encompassing all the terms and conditions relevant to the mortgage, including but not limited to interest rates, payment schedule, and any other pertinent provisions.

WHEREAS, the recipient (Bank of ABC), has failed to request or provide the requested documents within the stipulated timeline or on the previous date.

WHEREAS, the separation of the Promissory Note and Mortgage Agreement is considered a common branch of law as the part of Bank of ABC, and the refusal to comply with the request is considered a violation of the mortgage agreement.

THEREFORE, IT IS HEREBY CERTIFIED:

NOTICE OF INQUIRY - REQUEST FOR NOTE AND MORTGAGE TERMS

Notice Date: _____
 Day: _____ Month: _____ Year: _____

BANK OF ABC
 1234 Main Street
 Anytown, USA 12345
 Tel: (555) 555-5555
 Fax: (555) 555-5555

Witness:

Printed Name: _____ Signature: _____
 Date: _____ Location: _____

Printed Name: _____ Signature: _____
 Date: _____ Location: _____

Attached: Statement for Loan Account No. 123456789, dated 10/10/2023

NOTICE OF INQUIRY - REQUEST FOR NOTE AND MORTGAGE TERMS

POA/ Revocation of POA: Intro Webinar @ 39:00; Day 1 @ 1:24; Day 2 @ 49:20; Day 3 @ 1:23, 1:36 & 1:47.

Acceptance: Day 1 @ 1:02; Day 3 @ 1:20:40.

Authentication: Day 3 @ 1:06 & 2:04

