

**Ontario
Superior Court of Justice
(Barrie)**

BETWEEN;

EQUITABLE BANK (a corporation)

Plaintiff/Defendant by Counter Claim

-and-

**ESTATE OF JOHN DOE, DECEASED, and
JANE JEAN DOE (Sic)**

Defendants/Plaintiff by Counterclaim

**DEFENDANT'S DEFENCE RECORD
(by Special Appearance)**

A woman/living Soul, given names Jane Jean, family name Doe
c/o 123 Main Street
Toronto, Ontario [L2W 1Z8]

Email: [??????????](#)

TO: REININGER BARRISTERS
Barrister & Solicitor
2 Robert Speck Parkway, Suite 290
Mississauga, Ontario L4Z 1H8
Howard W. Reininger
(LSUC#15366S)

Tel: (905) 276-9000
Email: hr@reiningerbarrister.com
Lawyer for the Plaintiff,
Defendant by Counterclaim

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Tab 1

Ontario
Superior Court of Justice
(Barrie)

BETWEEN;

EQUITABLE BANK (a corporation)

Plaintiff

-and-

ESTATE OF JOHN DOE, DECEASED, and
JANE JEAN DOE (Sic)

Defendants

STATEMENT OF DEFENCE & COUNTERCLAIM
(by Special Appearance)

1. I, a woman, given name Jane, family name Hayden, am the Captain of the Ship (a.k.a. a legal person/corporation or construct of the mind of man (**hereinafter “Ship”**)), the HMS JANE JEAN DOE, owned by CANADA/ONTARIO (both corporations).
2. Attendance at court is by special appearance, and is for the sole purpose of identifying and correcting a mistake, not to attorn to the jurisdiction of this honourable Court.

3. I require the restoration of all my property obtained from me by means of trickery, deception, threat, intimidation (Racketeering) and other fraudulent means in contravention of my rights at common law.
4. As is widely accepted and understood by the courts on this land, the owners of property, in this case, the **“Ship”**, are liable for its debts, obligations and undertakings. I, a woman and Captain, am not the liable party.
5. This means, I am NOT the Defendant in this matter, the owners of the **“Ship”**, HMS JANE JEAN DOE are the liable party(ies).
6. I am confident that this honourable court is very familiar with the facts concerning this **“Ship”** and that a Trust account has been established for this and all others such ships, and the courts are the bankers therefore or at least have access to those accounts.
7. If this Honourable Court needs permission to access the Trust account, I give such permission herewith. Adhesion contracts are generally considered unconscionable when the weaker party (the party that had no say or very little say, in the construction of the contract itself), is harmed in any manner whatsoever. An adhesion contract is defined in the Free Dictionary by Farlex as; *“A type of contract, a legally binding agreement between two parties to do a certain thing, in which one side has all the bargaining power and uses it to write the contract primarily to his or her advantage.”*
8. While contracts of adhesion unquestionably answer an important need in the business world, there is much disagreement about the fairness of contracts of adhesion.

9. The downside of such contracts is that with each “form” contract signed, there is a potential for the seller to incorporate unfair terms.
10. An example is when banks make a loan; what they are actually doing is accepting the so called borrower's Credit, monetizing it and then loaning the credit/money/currency to the unsuspecting borrower.
11. This is **Fraud** and Fraud vitiates all! The Plaintiff's actions also constitute Racketeering, a much maligned criminal activity in commerce.
12. The proof is that the bank's assets, did NOT decrease, meaning they loaned nothing, otherwise there would have to be a decrease in the assets (money/currency) of the bank.
13. Instead, the bank's assets increased by the amount of the promissory note or valuable security received/taken from the so-called borrower.
14. But that, is only the beginning of the criminal activities that the banks, including the named Plaintiff in this matter, are involved in.
15. This honourable court, if not made aware of the truth, which you are now aware of, may become embroiled in the Plaintiff's and government sanctioned criminal activity.
16. Speaking of government criminal activity, it should be noted that **all governments are corporations** and pursuant to the **Clearfield Doctrine**, have lost their sovereignty as a *de jure* government and become just like any other corporation. As such, they must

have a contract with the men and women over whom they claim to have authority/jurisdiction.

17. There is no such contract to my knowledge.

18. The courts are also corporations and must have a contract with the men and women over whom they seek to exercise jurisdiction and I, a woman, have no such contract with this honourable Court.

19. Consequently, you/courts lack jurisdiction and cannot even hear or rule in this matter, since I am a woman, not a corporation.

20. However, the “**Ship**” that I am Captain of, is a corporation or corporate (legal fiction) type entity. Consequently, this honourable Court may have jurisdiction over my “**Ship**”, the owners of which are CANADA/ONTARIO. To continue with this matter requires the presence of the owners, not me, a woman, the Captain.

21. If you move ahead and apply this **Admiralty/Maritime law system of enslavement and theft** against me a woman, you are committing the crime of **Slavery, a crime against humanity**.

22. However, I believe, as Captain, I can authorize access to the Trust account for the “**Ship**”, to settle all debts, obligations and undertakings thereof, including the matter involving the Plaintiff's Claim. I, a woman, Captain of the “**Ship**”, JANE JEAN DOE, authorize this honourable Court to so access the Trust account to settle this Claim, then I believe this honourable Court should lay criminal charges of Fraud, Racketeering or

others, against the Plaintiff. Or, as I believe it is customarily done in your system, refer it to the Police/Crown Attorney to investigate and lay appropriate criminal charges.

23. Extortion, seems to also apply to the Plaintiff in this matter on which the SCC has opined in R v. Davis at Para 45:

“Extortion criminalizes intimidation and interference with freedom of choice. It punishes those who, through threats, accusations, menaces, or violence induce or attempt to induce their victims into doing anything or causing anything to be done. Threats, accusations, menaces and violence clearly intimidate: see R. v. McCraw, [1991] 3 S.C.R. 72, at p. 81; R. v. Clemente, [1994] 2 S.C.R. 758, at pp. 761-62. When threats are coupled with demands, there is an inducement to accede to the demands. This interferes with the victim’s freedom of choice, as the victim may be coerced into doing something he or she would otherwise have chosen not to do”. [underline added for emphases]

24. Additionally, section 363 of the “CCC” speaks to the *“obtaining execution of valuable security by fraud”*. This is exactly what the Plaintiff did when they received my credit and promissory note, a valuable security, but loaned me nothing.

25. Unconscionability is defined in the Dictionary of Canadian Law as;

“...[E]quity will grant relief where there is inequality combined with substantial unfairness, and that in its modern application poverty and ignorance combined with lack of independent advice on the part of the party seeking relief (plus, presumably, some evidence of unfairness) places an onus on the other party to show that the bargain was in fact fair....)” Smith v. Szep (1992), 8 C.C.L.I. (2d) 81 at 90, 63 B.C.L.R. (2d) 52, [1992] 2 W.W.R. 673, 10 B.C.A.C. 108, 21 W.A.C. 108 (CA), Taylor J.A. (Wood J.A. Concurring)

26. There can be no doubt that the contract in this matter is both an adhesion contract and unconscionable.

COUNTERCLAIM

1. The Defendant, Plaintiff by Counterclaim makes the following claims:

a) The restoration of all wealth taken from me (**my Ship**) by all corporations to date. The amount to be determined by the corporations involved and this honourable Court.

b) **The restoration of all money/currency I, a woman, have paid on behalf of the owners of the “Ship” and remains un-refunded to me, a woman. The amount to be determined by the owners of the Ship and this honourable Court.**

2. The grounds are as laid out in the Statement of Defence above.

February 3, 2024

A woman/living Soul, given names Jane Jean, family name Doe
c/o 123 Main Street
Toronto, Ontario [L2W 1Z8]

Email: [??????????](#)

**TO: This Honourable Court
75 Mulocaster St.
Barrie, Ontario L4M 3P2**

**And REININGER BARRISTER
Barrister & Solicitor
2 Robert Speck Parkway, Suite 290
Mississauga, Ontario L4Z 1H8
Howard W. Reininger (LSUC#153668)**

**TEL: 905-276-9000
EMAIL: hr@reingerbarrister.com**

TAB 2

Ontario
Superior Court of Justice
(Barrie)

BETWEEN;

EQUITABLE BANK (a corporation)

Plaintiff/Defendant by Counter Claim

-and-

**ESTATE OF JOHN DOE, DECEASED, and
JANE JEAN DOE (Sic)**

Defendants/Plaintiff by Counterclaim

Defendant's Responding Factum
(by Special Appearance)

A woman/living Soul, given names Jane Jean, family name Doe
c/o 123 Main Street
Toronto, Ontario [L2W 1Z8]

Email: ???????????

TO: REININGER BARRISTERS
Barrister & Solicitor
2 Robert Speck Parkway, Suite 290
Mississauga, Ontario L4Z 1H8
Howard W. Reininger
(LSUC#15366S)

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Email: hr@reiningerbarrister.com
Lawyer for the Plaintiff,
Defendant by Counterclaim

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Part I - THE FACTS

1. There are several entities involved in this matter, some being real living souls and others being fictional imaginary creations of the Admiralty/Maritime law system of enslavement and theft. It is necessary therefore, for clarity and comprehension purposes, to list and identify each of them.
2. First, there is the woman, given name Jane, family name Hayden, **a living soul, hereinafter “Jane”, acting as the Captain of the Ship, the HMS, JANE JEAN DOE.**

Second, there is the HMS JANE JEAN DOE, **a fictional imaginary creation of law, hereinafter, the “Ship”,** a named DEFENDANT. This entity was created under **Admiralty/Maritime law of commerce** and given to **“Jane”** in order that she, a living soul, could engage or play in the game of commerce with other imaginary constructs/entities.

Third, there is the ESTATE OF JOHN DOE, DECEASED, **a fictional imaginary creation of law,** another named DEFENDANT.

Fourth, there is EQUITABLE BANK, **a fictional imaginary creation of law, hereinafter “Plaintiff”,** a named PLAINTIFF.

Finally, there is this honourable Court/Judge, **a fictional imaginary creation of law, hereinafter “Court”.**

3. Prior to the **“Plaintiff”** filing of the instant Claim, **“Jane”** on behalf of the **“Defendant/Ship”** communicated with **“Plaintiff”** informing it that as a corporation it had no authority/jurisdiction over **“Jane”** absent a valid enforceable contract. **(See ADDENDUM “A”)**

4. **“Plaintiff”** is a corporation, a fictional imaginary construct of the legal system *(the Admiralty/Maritime legal system of enslavement and theft)* and as such, has no real existence, only imaginary existence.
5. Consequently, such an imaginary creature could not possibly have authority/jurisdiction over a man or woman without informed consent by way of a valid enforceable contract.
6. Any such contract, **should it exist** and presented by **“Plaintiff”**, may be vitiated by **fraud**.
7. It is respectfully submitted that **“Plaintiff”** committed **fraud** by causing **“Defendant”** to sell **“Plaintiff”** a valuable security *(promissory note)* for which payment was made by way of credit/deposit to **“Defendant's/Ship's”** bank account. This completes the commercial transaction.
8. The **fraud** occurred with the act of filing the instant Claim wherein **“Plaintiff”** is demanding that **“Jane”** pay **“Plaintiff”** the amount received by **“Defendant/Ship”** in exchange for the **valuable security**, calling it *“a first Charge against certain real property”* . **“Plaintiff”** was advised in the aforementioned communication **(see ADDENDUM “A”)** that this may be fraudulent.
9. Finally, the aforementioned communication informed **“Plaintiff”** that **“Jane”** was the holder of a **copy** *(a.k.a. Certificate of Birth)* of a **Title** document *(a.k.a. Birth Registration document)* proving the creation and existence of the **“Ship”**, through which **“Jane”** can conduct commerce with corporations including the **“Plaintiff”** and the *Government of Canada, incorporated July 1, 1867 DUNS# 241015486*.

10. However, “**Jane**” informed “**Plaintiff**” that she was not the **owner** of that “**Ship**”, but merely the **Captain** thereof and suggested that “**Plaintiff**” contact the **owners** of the “**Ship**” for any remedy they sought since it is her understanding the **owners** have established a **bonded bank or trust account** for the “**Ship**”. The purpose of this **Trust Account** is to settle all debts, obligations and undertakings of the “**Ship**”.
11. “**Jane's**” claims and suggestions on behalf of the “**DEFENDANTS**” were **ignored** by “**Plaintiff**” resulting in the instant Claim.
12. This **ignorance** proves **Slavery, a crime against humanity, a crime worthy of death or life in prison.**
13. Once informed of the facts, *mens rea* is established. Continuation of this matter, *actus reus*, by any one, proves guilt and will result in a referral to the Military (“**JAG**”) for investigation leading to Military Tribunal(s).

Part II - THE ISSUES

14. Does a corporation, whether government, banks, the courts *et al*, have authority/jurisdiction over men and women absent a valid and enforceable contract?
15. As an additional issue, did “**Plaintiff**” commit **fraud** against the “**Defendant**” by accepting “**Defendant's**” valuable security (*promissory note*), paying for it with **fiat currency** in the form of a credit to “**Defendant's/Ship's**” bank account, which was disposed off in the ordinary course of business and then committing the fraud by filing a **Claim** for the “*first charge*” which allegedly “*secures the sum of \$363,000.00...*”?

16. The problem is that this “**Court**”, being a corporation itself, lacks authority/jurisdiction over “**Jane**”, the “**Defendant**” being itself, a corporate type entity as well. This “**Court**” may have authority/jurisdiction over “**Plaintiff**” and possibly the “**Ship**” but not “**Jane**”.
17. “**Jane**” respectfully submits that this honourable Court is the **bank(er)** for the **Trust Account** established by the owners of the “**Ship**”, and as such can provide remedy therefrom to “**Plaintiff**”.

Part III - THE LAW

18. Pursuant to “**Jane's**” comprehension, the legal system under which this Claim has been filed is indeed the law of the sea, or law of commerce known as **Admiralty/Maritime law** and the jurisdiction of this “**Court**” is the **Jurisdiction of the Rules of Civil Procedure**.
19. Consequently, these proceedings have nothing to do with men and women such as “**Jane**” who is the **Captain** of the “**Ship**”/**legal person** the named “**Defendant**” in this matter.
20. The **Clearfield Doctrine** emanates from the case, *Clearfield Trust Co. v. Unites States* 318 U.S. 363- 371 1942. The court writes, “*Governments descend to the level of a mere private corporation, and take on the characteristics of a mere private citizen... where private corporate commercial paper [Federal Reserve Notes/fiat currency] and securities [cheques/promissory notes] is concerned... For purposes of suit, such corporations and individuals are regarded as entities entirely separate from government.*”
21. As such, **corporate government** then becomes bound by the rules and laws that govern private corporations which means that if they intend to compel a

man or woman to some specific performance based upon its corporate statutes or corporate rules, then the corporate government, like any private corporation, must be the **holder-in-due-course of a contract** or other commercial agreement between it and the one upon whom demands for specific performance are made.

22. And further, the corporate government must be willing to enter the contract or commercial agreement into **evidence** before attempting to have the court enforce its demands, called statutes. Such contract MUST be autographed by all parties to the contract, including the corporate government/entity, NOT an “**authorized person**”.

23. The Clearfield case is very important because it is a 1942 case that was decided after the UNITED STATES CORPORATION COMPANY filed its “**CERTIFICATE OF INCORPORATION**” in the State of Florida (*July 15, 1925*). And it was decided AFTER the ‘**corporate government**’ agreed to use the currency of the private corporation, the **FEDERAL RESERVE**. The private currency, the Federal Reserve Note (*fiat currency*), is still in use today, as it is in corporate Canada.

24. Further, in *Penhallow v. Doane’s Administrators* (3 U.S. 54; 1 L. Ed 57; 3 Dall. 54), *Supreme Court Ruling, 1795*, the United States Supreme Court wrote the following:

“Inasmuch as every government is an artificial person, an abstraction, and a creature of the mind only, a government can interface only with other artificial persons.

The imaginary, having neither actuality nor substance, is foreclosed from creating and attaining parity with the tangible. The legal manifestation of this is that no government, as well as any law, agency, aspect, court, etc. can concern itself with anything other than corporate artificial persons and the contracts between them

25. It cannot be overstated that any enforceable contract **MUST** be autographed by the corporation, **NOT AN “AUTHORIZED REPRESENTATIVE”**, an impossibility since an imaginary person cannot sign or autograph anything.

Part IV - Relief Sought

26. In order for this honourable “**Court**” to correct the mistakes that “**Jane**” has identified by this **Special Appearance**, is to declare that “**Jane**” is not the “**Defendant**” in this matter and the liable party(ies) is/are the creator(s) and owner(s) listed at the top of the **Title** document, a copy (extract) of which is in the possession of “**Jane**” which is why she claims to be the Captain thereof, not the owner/liable party.
27. **Additionally**, “**Jane**” is seeking the restoration of all the wealth that has been stolen from the “**Ship's**” bank account and otherwise, by all the corporations such as the attempted theft in this matter and all other corporations such as the GOVERNMENT OF CANADA, ONTARIO *et al.*
28. **Additionally**, “**Jane**” is seeking the restoration of the balance of the **Trust Account for the “Ship”, HMS JANE JEAN DOE**, to “**Jane's**” absolute control as Captain of the “**Ship**”, and signing authority for its bank account.

Part V - List of Authorities

- (a) *Clearfield Trust Co. v. United States* 318 U.S. 363- 371 1942.
- (b) *Penhallow v. Doane's Administrators* (3 U.S. 54; 1 L. Ed 57; 3 Dall. 54).
Supreme Court Ruling, 1795.

ADDENDUM “A”

Insert here the correspondence you initially sent to the Plaintiff

TAB 3

Ontario
Superior Court of Justice
(Barrie)

BETWEEN;

EQUITABLE BANK (a corporation)

Plaintiff/Defendant by Counter Claim

-and-

**ESTATE OF JOHN DOE, DECEASED, and
JANE JEAN DOE (Sic)**

Defendants/Plaintiff by Counterclaim

**Affidavit of Truth in the Form of an Affidavit
of JANE JEAN DOE, a woman/living Soul
(by Special Appearance)**

I, a woman/living Soul, given name Jane Jean, family name Doe (*hereinafter “I”, “Me”, “My”*), solemnly affirm and declare the following to be true to the best of my knowledge and belief:

1. **“I” am** the Captain of the **Ship** (*a.k.a. a legal person/corporation or construct of the mind of man*), the **HMS JANE JEAN DOE**, created and owned by **CANADA/ONTARIO (both corporations)**.
2. **“My”** attendance at court is by **special appearance**, and is for the sole purpose of identifying and correcting mistakes, not to attorn to the jurisdiction of this honourable Court.
3. **“I”** believe **“I” am** entitled to the restoration of all property obtained by the Plaintiff by means of trickery, deception, threat, intimidation (**Racketeering**) and other fraudulent means.

4. “**I**” believe and “**My**” research has disclosed that the courts on this land, agree that the **owners** of property, in this case, the **Ship**, are liable for its debts, obligations and undertakings. “**I**”, a woman/living Soul and **Captain**, **am not** the liable party nor the Defendant in this matter.
5. To be clear, I am **NOT the Defendant** in this matter, the **owners** of the **Ship**, HMS JANE JEAN DOE are the liable party(ies).
6. “**I**” **am** confident that this honourable court is very familiar with the facts concerning this **Ship** and that a **Trust account** has been established for this and all others such ships, and the courts are the bankers therefore or at least have access to those accounts.
7. If this Honourable Court needs permission to access the **Trust account**, “**I**” give such permission herewith. **Adhesion contracts** are generally considered unconscionable and unenforceable when the weaker party (*the party that had no say or very little say, in the construction of the contract itself*), is harmed in any manner whatsoever.
8. An **adhesion contract** is defined in the Free Dictionary by Farlex as; “*A type of contract, a legally binding agreement between two parties to do a certain thing, in which one side has all the bargaining power and uses it to write the contract primarily to his or her advantage.*”
9. “**I**” believe, while **contracts of adhesion** unquestionably answer an important need in the business world, there is much disagreement about the fairness of **contracts of adhesion**.
10. The downside of such contracts is that with each “form” contract signed, there is a potential for the seller to incorporate unfair terms.

11. An example is when banks make a loan; what they are actually doing is accepting the so called borrower's **Credit**, monetizing it and then "loaning" the credit/money/fiat currency to the unsuspecting borrower.
12. This is **Fraud** and Fraud vitiates all! The Plaintiff's actions also constitute **Racketeering**, a much maligned criminal activity in commerce.
13. The proof is that the bank's assets, did NOT decrease, meaning they loaned nothing, otherwise there would have to be a decrease in the assets (*money/currency*) of the bank.
14. Instead, the bank's assets increased by the amount of the **promissory note or valuable security** received/taken from the so-called borrower.
15. But that, is only the beginning of the criminal activities that the banks, including the named Plaintiff in this matter, are involved in.
16. This honouable court, if not made aware of these truths, which you are now aware of, may become embroiled in the Plaintiff's and government sanctioned **criminal activity**.
17. Speaking of government criminal activity, it should be noted that all governments are **corporations** and pursuant to common sense and the **Clearfield Doctrine**, have lost their sovereignty as a *de jure* government and become just like any other corporation. As such, they must have a contract with the men and women over whom they claim to have authority/jurisdiction.
18. There is no such contract to my knowledge.
19. The **courts** are also **corporations** and must have a contract with the men and women over whom they seek to exercise jurisdiction and "**I**", a woman/living Soul, have no such contract with this honourable Court.

20. Consequently, “**I**” believe you/courts lack jurisdiction and **cannot even hear** or rule in this matter, since “**I**” am a woman/living Soul, not a corporation.

21. However, the **Ship** that “**I**” am Captain of, is a **corporation** or corporate (*legal fiction*) type entity. Consequently, this honourable Court **may** have **jurisdiction** over the **Ship**, the **owners** of which are **CANADA/ONTARIO**. To continue with this matter requires the presence of the **owners**, not “**Me**”, a woman/living Soul, the **Captain**.

22. “**I**” believe, If you move ahead and apply this **Admiralty/Maritime law system of enslavement and theft** against “**Me**”, you are committing the crime of **Slavery, a crime against humanity worthy of death or life in prison**.

23. However, “**I**” believe, as **Captain**, “**I**” can authorize access to the **Trust account** for the **Ship**, to settle all debts, obligations and undertakings thereof, including the matter involving the Plaintiff's Claim. “**I**”, **Captain of the Ship, HMS JANE JEAN DOE**, authorize this honourable Court to so **access the Trust account** to settle the Claim in this matter, then “**I**” believe this honourable Court should lay **criminal charges of Fraud, Racketeering or others, against the Plaintiff**. Or, as “**I**” believe it is customarily done in your system, refer it to the Police/Crown Attorney to investigate and lay appropriate criminal changes against the Plaintiff.

24. **Extortion**, seems to also apply to the **Plaintiff** in this matter on which the SCC has opined in *R v. Davis at Para 45*:

“Extortion criminalizes intimidation and interference with freedom of choice. It punishes those who, through threats, accusations, menaces, or violence induce or attempt to induce their victims into doing anything or causing anything to be done. Threats, accusations, menaces and violence clearly intimidate: see R. v. McCraw, [1991] 3 S.C.R. 72, at p. 81; R. v. Clemente, [1994] 2 S.C.R. 758, at pp. 761-62. When threats are coupled with demands, there is an inducement to accede to the demands. This interferes with the victim’s freedom of choice, as the victim may be coerced into doing something he or she would otherwise have chosen not to do”. [underline added for emphases]

25. Additionally, section 363 of the “**CCC**” speaks to the “*obtaining execution of valuable security by fraud*”. This is exactly what the Plaintiff did when they received my **credit and promissory note, a valuable security, but loaned me nothing.**

26. Unconscionable is defined in the Dictionary of Canadian Law as;

“...[E]quity will grant relief where there is inequality combined with substantial unfairness, and that in its modern application poverty and ignorance combined with lack of independent advice on the part of the party seeking relief (plus, presumably, some evidence of unfairness) places an onus on the other party to show that the bargain was in fact fair....)” Smith v. Szep (1992), 8 C.C.L.I. (2d) 81 at 90, 63 B.C.L.R. (2d) 52, [1992] 2 W.W.R. 673, 10 B.C.A.C. 108, 21 W.A.C. 108 (CA), Taylor J.A. (Wood J.A. Concurring)

27. There can be no doubt that the contract in this matter is both an **adhesion contract and unconscionable.**

28. It is very curious why the Plaintiff's legal representatives would appear to lie in their “**PLAINTIFF'S REPLY AND DEFENCE...**” dated March 13, 2025, when in numbered paragraph 4, it is written; “*The Plaintiff was not served with the Statement of Defence and Counterclaim...*”, when in fact the Court has the proof of service filed by a Process Server.

A woman/living Soul, given names Jane Jean, family name Doe
c/o 123 Main Street
Toronto, Ontario [L2W 1Z8]

Email: ???????????

AFFIRMED before me in the City of
Toronto, in the Province of Ontario
this ____ day of March, 2025.

A Commissioner for taking Affidavits
in and for the Province of Ontario

Court File No.: CV-00000247-0000

EQUITABLE BANK (a corporation)

-and-

ESTATE OF JOHN DOE, DECEASED
AND JANE JEAN DOE (Sic)

Plaintiff

Defendant

ONTARIO
SUPERIOR COURT OF JUSTICE
(Barrie)

DEFENDANT'S DEFENCE RECORD
(by Special Appearance)

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