

Letters to the Editor

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An open letter

True Judicial Story: Judicial Mysteries are being revealed

To: **Beverley McLachlan**
The Honourable Chief of Justice
Supreme Court of Canada

Ekaterina Matuschovsky case
File No.: 33236

1. The gripping case of Ekaterina Matuschovsky escalates by the day. „No matter how the strings are twisted around“ in the end it's unraveled in every issue, in this column we remind you the history of this judicial case. It is of great importance that for our new readers be explicitly clear the history and gradual revealing of facts of deviousness in this case.

2. Ekaterina Matuschovsky's case was before judge J. Murray (trial February 22-24.2006. Case No. 2856-01 Milton, Ontario Court).

3. During the litigation (2001-2006) including in her affidavit (sworn January 22, 2002), and during the trial Ekaterina Matuschovsky maintained (under oath) that she never signed any loan documents, submitted by the bank in the claim against her.

RBC lawyer G. Bowden produced at the trial (Feb. 22, 2006) counterfeit documents (Affidavit). Yet, judge Murray decided that it was Ekaterina Matuschovsky who could not be trusted.

4. In his decision (Reason for Judgment) judge Murray concluded that in her Affidavit (Supplementary Affidavit sworn January 22, 2002) Ekaterina Matuschovsky admitted (under oath) that she signed guarantee in favour of the bank. It seemed all so plain and simple, that it would make no sense to argue who is cunning there. One has only to read this much martyred Affidavit (sworn January 22, 2002). There is none, not even one word of admission of her signature, by Ms. Matuschovsky. On the contrary she asserts that she did not sign anything of the kind. (Please see below document No.1 Supplementary Affidavit of Ekaterina Matuschovsky sworn Jan. 22. 2002).

5. Collateral (O.P.F.I.) submitted by RBC was examined by experts who clearly ascertained in the report that the signature was not hers, a forgery.

6. Judge Murray apparently, due to the incredible absent mindlessness, or excessive diligence and exhaustion (it is difficult to deal with such a task like to pass white for black), „accidentally“ failed to note experts reports which did not acknowledge authenticity of Ekaterina Matuschovsky signature on loan documents.

7. The more so, by reason of poor thoughtfulness of Mr. Justice Murray during the trial, subsequently the case of Ekaterina Matuschovsky had to be investigated thoroughly and objectively. As a result it became established fact of forgery committed by I. Singer Ekaterina Matuschovsky's former lawyer. I. Singer substituted secretly two (2) checks with Ekaterina Matuschovsky's genuine signatures for two (2) counterfeit bank guarantees. (2 checks Ekaterina Matuschovsky attached to her Affidavit (exhibits „B“ and „C“) when she swore Affidavit on January 22, 2002, for comparison and as a proof that signature on collateral was not hers). Strange as it may seem this twisted move of former lawyer, I. Singer, supported by all subsequent legislation officials in judicial proceedings against Ekaterina Matuschovsky. (How come there is such a mass blindness?)

8. Judge Murray, as noted earlier, not only suffered from absent mindlessness. he also did not trouble himself to enquire (not inquisitive at all) how it is that his colleague, Judge Lane, when he (four years earlier - February 15, 2002) familiarized with the same affidavit (Supplementary Affidavit), sworn January 22, 2002, denied RBC solicitor G. Bowden's demand for Summary Judgment against Ekaterina Matuschovsky, meaning refused to find that E. Matuschovsky guilty, that Mr. Justice Lane in his decision (endorsement) turned his attention to Mr. Bowden's deception, during the motion, that he (Mr. Bowden) was not aware and did not even guess, that Ekaterina Matuschovsky will demonstrate evidence of forgery, that she did not sign any guarantee documents and knew nothing of their existence; that under all circumstances. Mr. Justice Lane became suspicious and justly decided to put aside this case (bank claim) until more detailed investigation. (See below document No. 3, Mr. Justice Lane endorsement dated February 15.2002)

9. To clarify circumstances originating of the guarantee document, it is understood, that there is a necessity to find out, who witnessed signature on the guarantee. „Guarantee“ is not just a „piece of paper“, but official promissory note, that is supposed to happen according to the judicial standards and legally binding.

10. Nevertheless RBC lawyer G. Bowden carried on a lawsuit against E. Matuschovsky for the period of 5 years (2001-2006) based on the document (guarantee) that wasn't legally bind, and without giving up the name of the witness, or any evidence at all regarding the execution of the Guarantee dated June 12, 1998 for \$50,000.00. that he sued on.

11. This surprise appeared only during the trial, February 22. 2006, when on the stage appeared Mr. Justice Murray. However not all the actors learned their role well enough, to get into the part. Judge Murray allowed G. Bowden to call the bank's „surprise witness“ Pamela Horan, and at the same time pronounced for her. That this principal bank's witness only „can identify her own signature as a witness on the guarantee“ and that: „she is going to be brief, because she can't remember ...“. In the court room there appears amateur actor - a young woman (late 20's - who counts!). She announces that she does not know Ekaterina Matuschovsky and does not remember ever seeing her. Luckily for Ekaterina she had never in all her life met her and had never heard her name (P. Horan). However this only starts the sketch. The witness makes not only a profound but scientific discovery ... that signature on the document is hers! But if they never saw each other, how in the presence of this „witness“ was Ekaterina Matuschovsky able to sign the legal document?

12. E. Matuschovsky tried to ask the „witness“ same question. As a result, she found out that Ms. Horan was the account manager of the Head Office RBC Toronto. The bank employee then spoke a brilliant phrase: „I don't remember E. Matuschovsky, but if my (P. Horan) signature appears on the document, than this means that she (E. Matuschovsky) had to have put her signature in my presence“... Judge Murray was not embarrassed by this „discrepancy“. Since

the „witness“ could not give comprehensive answer to any of the questions, Mr. Justice Murray came to her rescue: answering for P. Horan, such as The Court: „what she said, because you (Ekaterina) obviously not understanding it, what she said was she doesn't remember you at all, has no recollection of you. She had a practice...“ or The Court: „No, she is sorry, she doesn't remember the transaction, that's the problem...“

In a critical moment the judge undertook the fire and prompted the „witness“ with: The Court: „tell her (Ekaterina) you can't remember“...

13. The story is far from over. New interesting information has come about and incontrovertible evidence which should shake the swindlers conviction that deviousness can prosper unpunished! As a result of subsequent continuing investigation detailed facts have come to light that P. Horan was an obvious perjurer.

14. Recently also was established fact that P. Horan („surprise witness“) who testified at the trial, that she witnessed execution of the guarantee, that RBC sued on - appears to be the spouse of G. Bowden (lawyer representing RBC). This scandalous circumstance is one more confirmation of obvious agreement reached among trial judge Murray. J., lawyer representing RBC G. Bowden, and his spouse P. Horan and explains Murray. J. Prejudiced conduct during the trial and his prejudice, slandering, absurd judgment (Reason for Judgment dated February 24. 2006) against Ekaterina Matuschovsky (self-represented defendant).

15. The fact of the matter is, that during the real episode of the deal (execution of false guarantee documents, fabricated at RBC), was present real witness who confirmed (under oath) that he forged Ekaterina Matuschovsky's signature on the guarantee for \$50,000, witnessed by P. Horan on June 12. 1998 (the fact confirmed by facts and indisputable RBC documents) same guarantee that her spouse, RBC lawyer G. Bowden, sued Ekaterina Matuschovsky for the duration of 5 years (2001-2006) and finally succeeded to get judgment against her (based on forgery and fraud) with the assistance of I. Singer (her former lawyer) and trial judge Murray. J.

16. Ekaterina Matuschovsky case has assumed a character of being beyond a personal one, is wildly published in multicultural Canadian press in English. French. Russian and Polish. The publishers often address government officials, authorities, RCMP, judiciary officials, hoping that after a series of publications revealing scandalous facts of judicial bodies, the authorities will pay attention and take appropriate measures. Yet except for the RCMP (that opened a file) there is no reaction (from appropriate officials) to prejudice, lawlessness and outrage that is continuously going on in Ekaterina Matuschovsky's case. Meanwhile. Ekaterina and publishers receive outpouring of responses from the concerned reads, including these who have been victims of similar outrage undoubtedly, that public concern, whether they can trust representatives of judiciary?!

To be continued in the next issue...

Ekaterina Matuschovsky
(416) 883-1243

DOCUMENT-1 Affidavit

Court File No. 2856/01
SUPERIOR COURT OF JUSTICE
Between:
ROYAL BANK OF CANADA,
PLAINTIFF
and
EKATERINA MATUSHOVSKY
DEFENDANT

SUPPLEMENTARY AFFIDAVIT
OF EKATERINA MATUSHOVSKY

I, EKATERINA MATUSHOVSKY, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Defendant herein and as such have knowledge of the matters hereinafter deposed.

2. After my statement of defense in this action was delivered, the Plaintiff brought a motion for Summary Judgment, returnable November 19, 2001, (and eventually rescheduled for January 30. 2002).

I filed an affidavit in response to the motion material on November 16. 2001, and on December 7, 2001 the Plaintiff then files a supplementary affidavit of Brian Fernandes, a loans officer of the Plaintiff, appending as Exhibit „A“ thereto „Owners Personal Financial Information Statement“, which document is also attached as Exhibit „A“ to this my Affidavit.

3. This document appears to be dated the 19th day of March, 1998, and is allegedly signed by me and my husband. Further, it contains certain financial information including a statement that I owned assets in excess of \$3,000,000.00 and earned a salary of \$50,000.00 from my husband's company, my co-defendant herein.

4. I became aware of the existence of this document for the first time when the aforesaid supplementary affidavit had been shown to me for review, after service.

5. The cross-examinations in this action on the aforementioned affidavits took place on January 11. 2002.

6. Mr. Fernandes was examined first. I am advised by my counsel, Mr. Singer and verily

believe that he advised the Plaintiff's counsel at that time that it would be my evidence that:

a) I had never seen Exhibit „A“ prior to December 7, 2001;

b) I had not signed that document and the signature thereon purporting to be my signature was not mine;

c) I did not have millions of dollars worth of assets when this document was created: and

d) I never represented to anyone that I had been employed by my husband's company at a salary of \$50,000.00, or at all.

7. Attached hereto, for ease of reference, as Exhibits „B“ and „C“ are two documents, which I signed at the Bank on the two occasions, in question. It is very clear from reviewing these, that the signature on Exhibit „A“ is not the same, and that it is not mine.

8. As I have already been cross-examined on my earlier affidavit, and since Plaintiff's counsel chose not to ask me any questions about this document, it was necessary to set out clearly, under oath, my position in respect of that document, and the allegations made as to my role in respect of the creation and execution of same.

9. I understand that Mr. Fernandes testified that he showed me this document during a meeting of March 31, 1998, and that I confirmed that the signature on Exhibit „A“ was mine, that I owned property in excess of \$3,000,000.00 and that I was employed by Central Canadian Industrial Inc., at a salary of \$50,000.00. I have never met Mr. Fernandes. I deny that I ever had these discussions with Mr. Fernandes or anyone else in the Plaintiff's employ.

10. This affidavit is made to assist the Court in determining the respective rights of the parties and for no improper purpose or motive.

SWORN BEFORE ME
at the City of Toronto
in the Province of Ontario
this 22nd day of January,
(signature:) EKATERINA
MATUSHOVSKY
2002.
(Signature:)
A Commissioner for Oaths
ISAAC SINGER

DOCUMENT-3 Exhibit#20 February 15, 2002

At the opening of the motion Mr. Singh for Ms. Matushovsky advised he had been discharged as counsel. On questioning her, she confirmed this to me. I excused him. Order to go removing Mr. Isaac Singh from the record as solicitor for Ms. Matushovsky.

New Affidavit - Ms. Matushovsky, now acting on her own behalf, presented an affidavit prepared after the cross-examination. In it she says the signature on Ex. A to Mr. Fernandes' affidavit is not hers. This was objected by the counsel for the Bank on the basis of Rule 39.02(2), which prohibits post-cross-examination affidavits without leave.

It was submitted that leave should not be granted because the matter in the fresh affidavit had not arisen from the cross-examination but was in the affidavit of Fernandes. At the cross-examination of Mr. Fernandes, when Ex. A was referred to, counsel for Ms. Matushovsky stated that her evidence would be she had never seen it and had not signed it. Thus, there is no surprise to the Bank in this affidavit. Its counsel did not cross-examine Ms. Matushovsky on the point, as it was not in her affidavit. One of the main objectives of Rule 39.02 is to present surprise evidence from being produced after cross-examination, and to mi-

nimize the opportunity for a party to tailor evidence once the other side has disclosed its case. Neither objective is transgressed by admitting this affidavit confirming what her then counsel described at the cross-examination of Fernandes. The point is an important one and her right to have her liability determined on the facts should not be displaced by a technical failure of her counsel, which has not led to a surprise to the bank. The affidavit will be admitted.

In the circumstances, it is fair to permit cross-examination on the new affidavit, without re-canvassing matters clearly dealt with. Leave is granted to both parties to file additional evidence as they may be advised. Evidence to be files and cross-examinations completed by March 31, 200.; any motions arising from the examinations to be heard by April 15. 2002 and this motion is adjourned to Friday, 26 April 2002 for sharing on its merits. As I have not entered into the merits, I am not seized. Costs of today reserved to the judge hearing the motion on the merits.

Lane J.
No. 20
In the Superior Court at Milton
R.B.C. vs. CCI, Matushovsky
This exhibit (the property of) Milton
is produced by the Defendant this
24 of February A.D. 2006
D. Srokowski,
Registrar of the Superior Court

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