

RICO COMPLAINT

BOOK V

Pages 1,335 TO 1,612

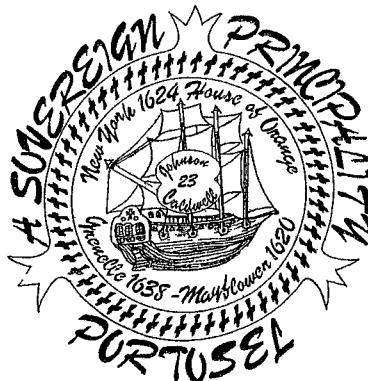
14-PAGE COMPLAINT

EUROPEAN COURT OF HUMAN RIGHTS
STRASBOURG, FRANCE

TCI - 1 TO 13

CRC - 1 TO 12

Copyright © PORTOSEL 2004



European Court of Human Rights complaint form

EUROPEAN COURT OF HUMAN RIGHTS

Council of Europe

Strasbourg, France

APPLICATION

under Article 34 of the European Convention on Human Rights and
Rules 45 and 47 of the Rules of Court

I THE PARTIES

A The Applicant

(Fill in the following details of the applicant and the representative, if any)

- 1 Surname Johnson, Jr. 2 First name(s) Warren Douglas
Authorized Agent for PORTOSEL
Sex: male
- 3 Nationality American Citizen 4 Occupation Advisor for PORTOSEL
- 5 Date and place of birth 6 October 1942 — Medina, New York, USA
- 6 Permanent address East Yates Road, Lyndonville, New York
- 7 Tel No 585-765-2621
- 8 Present address (if different from 6) c/o Federal Correctional Complex, Coleman-Low
Coleman, Florida 33521 (Unit A-3)
- 9 Name of representative* Jeffrey A. Johnson
- 10 Occupation of representative member of the Royal family and
Prince in charge of PORTOSEL
- 11 Address of representative 12118 East Yates Road, Lyndonville, New York 14098
- 12 Tel No 585-765-2621 Fax No 585-765-9736
Millennium Roads

B The High Contracting Party

(Fill in the name of the State(s) against which the application is directed)

- 13 The United Kingdom of Great Britain; its former Governor John Kelly for the Crown; and a criminal enterprise of agents d/b/a or acting as United States Attorney.

* A form of authority signed by the applicant should be submitted if a representative is appointed.

II STATEMENT OF THE FACTS

14. On 25th of November, 1977 John Phillip Kelly, LVO, MBE, Governor of the Turks & Caicos Islands ("The Crown") did enter into a Heads of Agreement for the development of a multi-billion dollar (U.S.) project as set forth in Exhibit TCI-1; and, on the 18th of March, 1998 "The Crown" entered into a development agreement for the development of said Project (A/K/A Grand Turk Harbour; A/K/A Port o' Sel - port of salt; A/K/A "Israel of the Gentiles"), with collateral to be provided by the Johnson family (herein after PORTOSEL) in the form of Ice Ban America, Inc. common stock traded on NASDAQ. (See Exhibit TCI-2).

On May 1, 1998, the Turks & Caicos Weekly News bearing the headline **THE NEW ERA OF BLESSING AND PROSPERITY FOR G. TURK**, in which they reported on religious conscience under which Warren D. Johnson, Jr. and PORTOSEL conceived this project. (See Exhibit TCI-3, which also illustrates the religious conscience of the Turks & Caicos government and its people.)

On June 23, 1999, Rashid "Reg" Bodhanya testified against Warren D. Johnson, Jr. (herein after Johnson) in violation of the Turks & Caicos Island law. (See Exhibit TCI-4). The local newspaper reported Judge Ryskamp calling Johnson worse than a bank robber and also defamed his wife, father, son and son-in-law, none of which were ever charged with a crime.

On September 3, 1999, a lawsuit was filed against Rashid "Reg" Bodhanya and Morris Cottingham in the Supreme Court of the Turks and Caicos Islands for \$5.415 million U.S. theft of monies and stock in Ice Ban America, Inc. (See Exhibit TCI-5). This lawsuit was supported by evidence from an investigation led by Richard Grund, who took control of the Grand Turk Harbour - Port o' Sel Project for PORTOSEL. (See Exhibit TCI-6).

On January 21, 2000, the Turks & Caicos Weekly News reported, "Cottingham Group Sacks Reg. Bodhanya", and goes on to report the alleged theft of millions of dollars and that Bodhanya had disappeared. (See Exhibit TCI-8).

On 16 February 2001 an Agreement was signed by Warren D. Johnson, Jr., after the Court was informed of extortion against PORTOSEL and after Johnson had reserved all his rights to sue the criminal enterprise who had illegally indicted, tried and convicted him in offenses they knew he did not commit. (See Exhibit TCI-9).

On March 8, 2001, the 16 February Agreement was breeched under the provisions of I. Consideration 1.05 - page 2 in that "The agreement is not approved in the lawsuits ... In any event, if all approvals ... are not entered by all Courts prior to March 7, 2001, all documents and funds shall be released to the parties who provided them ..." (See Exhibit TCI-9 Page 2).

The following assets were illegally taken, destroyed and not returned.

1. The Grand Turk Harbour - Port o' Sel (project);
2. The Ice Ban America, Inc. common stock held by six (6) Turks & Caicos companies as collateral for the project;
3. IBAC Common stock (A/K/A Ice Ban Canada);
4. Johnson's residence;
5. Otter's Run property and money paid by Johnson's son-in-law, Adam Brown;
6. Funds owed Johnson in the retirement facility at Palm-Aire, Ltd. lawsuit;
7. Funds and Ice Ban America, Inc. common stock held by two Nevis corporations for the development of Grand Turk Harbour - Port o' Sel project;
8. \$5.415 million lawsuit against Rashid "Reg" Bodhanya and Morris Cottingham.

On April 19, 2002, Johnson filed a Federal Rules of Evidence, Rule 201(d) with the Court for mandatory Judicial notice, whereby he copiously documented the crimes of a tribunal of torfeasors D/B/A or acting as United States Attorney. (See Exhibit AA which consists of two volumes and is supported by Exhibit A to Exhibit Z - Y & Z included in Exhibit TCI-10/11/12).

Magistrate Judge Charlene H. Sorrentino had Ordered the United States to answer each and every charge and statement of fact. All statements of fact in the above referenced documents are and have been unrefuted by the United States and are now time barred by the Court's local rule to further challenge the facts.

On May 27, 2003, a Criminal Complaint of violations of the Law of Nations was filed with the Congress of the United States. (See Exhibit TCI-13). In this Criminal Complaint, Jeffrey Alan Johnson, on behalf of PORTOSEL, details the cover-up of the crimes against Warren D. Johnson, Jr., PORTOSEL, and their assets. The complaint is supported by the following exhibits:

Exhibit CR-C-1: Verified Petition for Mandatory Judicial Notice of Government's Failure to Respond to 12/14/2002 Filing and the Failure of the Government to Provide a True, Correct and Complete "Transcript" in Answer to Petitioner's Square Challenge to the Court's Jurisdiction with Incorporated Memorandum of Law.

Exhibit CR-C-2: Verified Petition for Mandatory Judicial Notice of Passage of the Human Rights Act 1998 on November 9, 1998 and for Mandatory Judicial Notice that Soneet Kapila is Not an Agent of the United States Government.

Exhibit CR-C-4: Notice of Filing Additional Documentation as Exhibit Z Pages 66 to 71 in Support of Defendant's previous Filing of a Combined Motion and Judicial Notice under 201(d) F.R.E.

Exhibit CR-C-6: A Criminal Complaint to Justice Ruth Bader Ginsburg on the Private Side of the Supreme Court of the United States of America.

Exhibit CR-C-7: Petitioner's Motion to Compel the Congress of the United States of America to Punish the Offences against the Law of Nations.

Exhibit CR-C-8: Correspondence dated October 2, 2002 from the Office of the Inspector General, Special Operations Division, to Jeffrey A. Johnson.

Exhibit CR-C-9: Notice of Consolidated Filing to this Court for I. Verified Declaration in Support of this Complaint and Motion filed in October 2001, herein as Exhibit V - Pages V-7 through V-15; II. Verified Petition for Redress of Grievances; III. Verified Petition for Injunctive Relief; and IV. Verified Petition for Prospective Injunctive Relief.

Exhibit CR-C-10: Correspondence dated September 10, 2002 from Warren D. Johnson, Jr., Power of Attorney for the Royal Johnson Family- PORTOSEL, to Colin Powell, Secretary of State, re: The Religious War Against The Royal Johnson Family- PORTOSEL.

Exhibit CR-C-11: Correspondence dated June 21, 2001 from Dianne Johnson to Attorney General John Ashcroft, writing as wife of Warren D. Johnson, Jr. with copies to Senator Orrin Hatch and Senator Charles E. Schumer.

Exhibit CR-C-12: Correspondence dated April 16, 2002 from Warren D. Johnson, Jr. to Elliot Spitzer, Attorney General for the State of New York, re: Criminal Activities of Merrill Lynch, et al.

On May 27, 2002, the members of PORTOSEL executed affidavits to file with the United States as to our family ancestry and lineage. (See Exhibit TCI-12 Pages Z-1 to Z-18).

From June 1, 2002 to August 10, 2002, the members of PORTOSEL executed documents setting forth the \$41 billion U.S. valuation of damages due to the loss of Ice Ban "shares" put up as collateral for Grand Turk Harbour. The letter of "Valuation of the Assets Destroyed by Patrick Scott, et al." is undisputed by the United States, and based on a federal study by the Hi-Tec Commission; a 80% subsidy in the \$202 billion U.S. Highway Transportation Bill; and, winning the Charles Penkow Award with the patents and technology. (See Exhibit TCI-12 Pages Z-11 to Z-57).

STATEMENT OF HISTORY OF TREATY LAW RELATIVE TO THIS CASE

The origin of treaty law dates from the Roman empire. From the 12th century, the House of Orange and its Princes were governed by treaties that were enforced by the church, and were similar to business contracts. In the 15th century, the Protestant reformation and the birth of the Netherlands ushered in diplomacy and a new system of rules regarding war and treaties. A new international legal order or "law of nations" by Emir de Vittel in 1758 standardized rules of behavior to honor treaty obligations.

From the early 1600's, Britain, France, Spain and the Netherlands competed for mastery of North America and used treaties to acquire the land of non-Christian sovereign native americans. The native americans were the just owners of their own land and could only be removed by a contract (treaty) or as the result of a "just war." From 1176 to 1871, the United States made more than 400 treaties with native americans, which treaties were ratified by the Senate in the same manor as foreign nations. Those who had claim to the land in America were people established prior to the United States Constitution of 1789, which occupied their lands, had a government, religion, language and contract (i.e., treaty or constitution).

The Johnson family (PORTOSEL) exceeds the requirements of Title 25 U.S.C.A. §§ 461 et seq. (Indian Reorganization Act) and does uniquely qualify as a "domestic dependant nation," with sovereign immunity, and protected under the United States Constitution of 1789 A.D. and the Law of Nations. The foundational Constitution for the self government in America was the Mayflower Compact of 1620, signed by two Johnson family ancestors.

The members of PORTOSEL acquired ownership of two (2) legal persons in Nevis and seven (7) legal persons in the Turks & Caicos Islands, of which 21 members of PORTOSEL became the legal owners. These legal persons being: A. Merchants Trust, Ltd. (Nevis); B. Harvard Fund, Ltd. (Nevis); C. Grand Turk Harbour Developments, Ltd. (Turks & Caicos); D. Medical College Fund, Ltd. (Turks & Caicos); E. Windmills Plantation Fund, Ltd. (Turks & Caicos); F. Hawks Nest Plantation Fund, Ltd. (Turks & Caicos); G. Reed International Fund, Ltd. (Turks & Caicos); H. Ryder Securities, Ltd. (Turks & Caicos); and, I. Marlin Preservation Fund, Ltd. (Turks & Caicos).

These named aboved are legal persons who were entitled to enter into contract for the development of a multi-billion U.S. dollar project (a/k/a Grand Turk Harbour) and put up the Ice Ban America, Inc. "shares" of common stock as collateral for the contract. These legal persons are entitled to protection by the Court of Human Rights - Council of Europe, which has jurisdiction over the aforesaid legal persons under the U.K. Human Rights Act of 1998, and set forth in the European Court of Human Rights Complaint Form.

III STATEMENT OF ALLEGED VIOLATION(S) OF THE CONVENTION AND/OR PROTOCOLS AND OF RELEVANT ARGUMENTS

15(A) Violation of Article 6: Right to a Fair Trial

On March 24, 1998, Magistrate Judge Ann E. Vitunac, the wife of F.B.I. Agent Tony Yankitis, allowed for an indictment to be filed against Warren D. Johnson, Jr., which seized the Grand Turk Harbour project and its collateral Ice Ban America, Inc. "shares." In 1997, the F.B.I. was under investigation for a vendetta against Warren D. Johnson, Jr. by the Judicial Committee of the United States Congress and this purported indictment violated several Due Process rights, Civil rights and Human rights of Warren D. Johnson, Jr., which have been copiously documented in a Criminal Complaint filed with the Congress of the United States. (See Exhibit TCI-13 with attached Exhibits CR-C-1 to CR-C-12).

The evidence of these crimes against Warren D. Johnson, Jr. and PORTOSEL are set forth in Exhibit AA (2 books) with exhibits A to Z in support of said Complaint. (See Index in Exhibit TCI-11 Pages 1 and 2).

The tribunal of the United States, assisted by Governor John Kelly (for the Crown) and Scotland Yard, using this indictment as an excuse, then proceeded to illegally enter the jurisdiction of the Turks & Caicos Islands; knowingly violated the secrecy laws of the Turks & Caicos Islands - (See Exhibit TCI-11 Page 6); and, ultimately proceeded to illegally steal the Ice Ban America, Inc. collateral "shares" of the "legal persons", making them European Convention Article 34 victims of the High Contracting Parties. The members of PORTOSEL and their representatives owned or managed the "legal persons" and became victims of the tribunal.

15(B) Violations of Part II: The First Protocol Article 1: Protection of Property

The seven Turks & Caicos corporations owned by 21 family members of PORTOSEL are "legal persons" under the convention and are entitled to the peaceful enjoyment of their possessions, which were illegally taken from these "legal persons" through the extortion, duress and fraud by a criminal enterprise operating as a tribunal under the "color of authority" and the "color of law"; and, the criminal acts of the High Contracting Parties are fully documented in the aforesaid exhibits.

Exhibit TCI-10 copiously documents the notification to officers of the tribunal of High Contracting Parties of the extortion, threats and duress against the members of PORTOSEL and their representatives, as follows:

1. February 21, 2001 letter from Richard Grund to attorney David Finegold. (See Exhibit TCI-10 Page 1).

2. March 27, 2001 letter from Richard Grund to attorneys David Finegold and Patrick Scott. (See Exhibit TCI-10 Pages 2 and 3).
3. August 23, 2001 letter from Warren D. Johnson, Jr. to attorney Robert Critton outlining all the dates and places of threats being made and relayed to Warren D. Johnson, Jr. (See Exhibit TCI-10 Pages 4 and 5).
4. January 20, 2001 letter to Judge Kenneth L. Ryskamp. (See Exhibit V Pages V-50 to V-52).
5. August 17, 2001 letter to Atlas Transfer on the theft and lies of Patrick Scott, et al. (See Exhibit TCI-10 Pages 6 and 7).
6. October 7, 2002 court filing of Petitioner's Response listing 13 violations of myself and PORTOSEL and protest in its Exhibit "A". (See Exhibit TCI-10 Pages 8 to 14).
7. February 14, 2001 e-mail threats from Patrick Scott to Carolyn Bell, et al. (See Exhibit TCI-10 Pages 15 and 16).

Even though the tribunal knew of the threats, extortion and duress in violation of the laws of the United States, the Law of Nations, and the European Human Rights law, they conspired in the theft of property, as set forth in Exhibit TCI-9; and, the tribunal well knew the following:

1. Grand Turk Harbour was a multi-bullion dollar (U.S.) project. (See testimony of tribunal witness Dennis Ciaglo - Exhibit TCI-11 Page 8).
2. Ice Ban would give the Johnson family a fortune "in the Bill Gates category." (See testimony of tribunal witness Mahomed Rashid Bodhanya - Exhibit TCI-11 Page 6).
3. "This deal is supposed to be a huge part of the Grand Turk economic plan ...". (See Ms. Bell testimony - Exhibit TCI-11 Page 4).
4. Ice Ban America, Inc. "shares" were the collateral for Grand Turk Harbour; and, 500,000 shares of the Marlin Preservation Fund, Ltd. were held specifically for the Turks & Caicos government as a performance bond for \$2 million U.S. (See Exhibit TCI-11 Pages 4 and 9).
5. Patrick Scott set forth his plan of fraud and theft against PORTOSEL's "legal persons" and the Turks & Caicos government of the 500,000 shares of Ice Ban by assuring Atlas Transfer of a "lost certificate" for said "shares." (See Exhibit TCI-9 Page 7, item 1.19; also see Exhibit TCI-11 Page 9).

This tribunal has made use of witnesses such as Mohamed Rashid "Reg" Bodhanya who admitted to the theft of assets of Harvard Fund, Ltd. and Merchants Trust, Ltd. and agreed to repay \$3.5 million as documented in Exhibits TCI-4, 5, and 6. He is represented by an attorney who could face disbarment. (See Exhibit TCI-7). He is sacked by the Morris Cottingham Group and flees prosecution. The tribunal forced Richard Grund to turn over the lawsuit, which is now valued at \$7 to 8 million U.S. to them, so they could cover-up and protect their witness from prosecution. The lawsuit (see Exhibit TCI-5) was also against Morris , Cottingham Associates Limited, who was insured by Lloyds of London and very collectable.

15(C) Violations of Article 9: Freedom of Thought, Conscience and Religion

The theft of the collateral for Grand Turk Harbour - Port o' Sel, and the attempted destruction of the project (a/k/a Israel of the Gentiles by the Beacon of Light Christian Group) is a violation of the religious conscience of PORTOSEL and the citizens of the Turks & Caicos Islands. Destruction of the collateral "shares" and delay and/or destruction of Grand Turk Harbour intrudes on the genuinely held religious beliefs of the people and government officials of the Turks & Caicos Islands. News articles report those island people believe the project was ordained and blessed by God; and, the project would be a "beacon of light" to the islands and "the Israel of the Gentiles". (See Exhibit TCI-3; also see Exhibit TCI-12).

IV STATEMENT RELATIVE TO ARTICLE 35 §1 OF THE CONVENTION

16 Applicant makes the following statements:

1. An illegal indictment and a "kangaroo" court produced a conviction on November 24, 1998 against Warren D. Johnson, Jr. on charges "made up" by the F.B.I. and Prosecutor.
2. Johnson was sentenced to 97 months in prison on June 23, 1999.
3. Johnson's appeal to the 11th Circuit Court of Appeals was denied and the file returned to the District Court on March 19, 2002.
4. Johnson, PORTOSEL's "legal persons" and Richard Grund were extorted out of their lawful assets on 16 February 2001 by the tribunal in violation of Part II - Article 1.
5. Numerous documents were filed into the United States District Court for the Southern District of Florida from April 19, 2002 through April 3, 2003 for mandatory Judicial

notice of undisputed facts; which the United States failed to answer and are now time barred by the local rules of the Court.

6. Numerous letters and documents were filed with the United States District Court exposing the theft of collateral, fraud and breach of contract. (See Exhibit TCI-10; also see Exhibit AA (2 books) and Exhibits A to Z; Exhibit TCI-11 Pages 1 and 2 (Index); and Exhibits CR-C-1, 2, 4, 7 and 9).
7. The United States District Court was given two notices of Ripeness on May 24, 2002 and July 18, 2002 and Judge Ryskamp has failed to rule within the time prescribed by the local rules of the Court or to set a hearing within 90 days.
8. The Six-month Rule should not apply since the violations are continuous and on-going in nature; and, this application is within 6 months of the Criminal Complaint of violations of the Law of Nations filed with the Congress of the United States on May 27, 2003. (See Exhibit TCI-13; also see Exhibits CR-C-1 to 12).
9. There are no remedies available to the "legal persons" of the Turks & Caicos Islands or PORTOSEL (the victims of these crimes) that a reasonable person would deem sufficient and capable of providing redress for their complaints against a "force majeure" operating under "the Color of Authority" and "the Color of Law".
10. Under the Exhaustion Rule, the victims submit that the copious documentation of the tribunal's crimes show the existence of an administrative practice of violations of the Convention, and Judge Kenneth Ryskamp's official tolerance of such breaches, in a cover-up for the rest of the tribunal or "criminal enterprise".
11. Judge Ryskamp was put on notice by Richard Grund, in a motion that was denied, whereby he was denied the ability to place on the record threats of prosecution under money laundering laws if he did not turn over all assets and lawsuits on behalf of the "legal persons" under his management.
12. Warren D. Johnson, Jr. and his family have been repeatedly threatened and cannot bring civil proceedings against the tribunal (as a criminal enterprise) without fear of additional threats and reprisals, and therefore must look to the people for a Presentment or Indictment against the "criminal enterprise". (See Exhibit TCI-11 Page 12).

13. An examination of this case is in the interest of Human Rights, and if this "criminal enterprise" is not prosecuted, then the United States will have to apologize to Martha Stewart. (See Exhibit TCI-11 Page 11).

14. The PORTOSEL victims request the rapporteur give urgent priority to this case of gross Human Rights violations.

Legal Aid

The PORTOSEL victims must request legal aid, but gladly will pay court costs, fees and expenses when it is able to do so.

17 The International Court of Trade in New York City, New York and the Supreme Court of the United States have failed to accept their jurisdiction and/or respond respectfully. Justice Ruth Bader Ginsberg was given the option of not responding and deferring to the International Court(s). (See Exhibit CR-C-6).

18 None.

V STATEMENT OF THE OBJECT OF THE APPLICATION AND PROVISIONAL CLAIMS FOR JUST SATISFACTION

19 The right to contract is the foundation of British law and even the United States Constitution does not allow laws to be passed that interfere with contract rights.

The Contract (Treaty) for Grand Turk Harbour's completion date goes to 31st December 2014. (See Exhibit TCI-2 Page 25 - item 7). PORTOSEL and its "legal persons" have been delayed by a "force majeure" as defined in the contract for Grand Turk Harbour - (See Exhibit TCI-2 Page 5); and, this "force majeure" comprised a tribunal acting as or d/b/a United States Attorney did illegally and knowingly steal the collateral for Grand Turk Harbour. The most blatant criminal act of this tribunal involves creating fraudulent and fictitious documents reporting a lost stock certificate for the 500,000 "shares" of Ice Ban America, Inc. issued to the Marlin Preservation Fund, Ltd; and, causing Atlas Transfer to re-issue those shares to Soneet Kapila. The tribunal well knew that the certificate was not lost, but the collateral for a \$2,000,000 (U.S.) guarantee to the Turks & Caicos government, and held by Finbar Dempsey (the Turks & Caicos government's escrow agent). Judge Ryskamp and this tribunal infringed on established law and have not functioned in accordance with the rules that govern it.

We pray the European Court to order the following:

1. That the United Kingdom does honor the birth rights of PORTOSEL under jure gentium - the Law of Nations; jus naturale; jus san guinis; jus soli; all rights of religious conscience; and, the rights of PORTOSEL and its "legal persons" just satisfaction under Article 41, which mandates the injured parties be put in the position they would have been had the violations of the Convention not taken place; and, under the rule of Postliminium. (See Exhibit TCI-12 Pages Z-2 and Z-58 to Z-60).
2. That the United Kingdom honor its contracts as set forth in Exhibits TCI-1 and TCI-2.
3. That PORTOSEL's seven Turks & Caicos corporations and two Nevis corporations, set up to provide the collateral for Grand Turk Harbour, be protected under the U.K. Human Rights Act of 1998 as "legal persons".
4. That the United Kingdom institute all necessary diplomatic and/or legal proceedings with the United States of America to restore PORTOSEL and its "legal persons" under the Law of Nations rule of Postliminium; its treaties with the United States; and, any and all applicable international law and/or laws of sovereignty(s) involved, in order to accomplish PORTOSEL's and the "legal persons" restoration.
5. That "force majeure" delayed the construction of Grand Turk Harbour, as defined in Exhibit TCI-2 Page 5, whereby the United States of America as a "human agency" and/or "any government agency", did through its tribunal cause the delay by seizing Grand Turk Harbour and its collateral "shares" of Ice Ban America, Inc. from March 24, 1998 to present.
6. That PORTOSEL's right to re-organize its ancient sovereign principality be respected, based on its history, the Law of Nations and any applicable precedents in United States Law, as set forth in Exhibits TCI-12 and CR-C-4.
7. That further agreements (treaties) be negotiated to accomplish this Order, and as provided for in Exhibit TCI-2 Page 16, under clause 30, Further Agreements.
8. All assets, contracts and projects of PORTOSEL and its "legal persons" be restored with United States Federal Reserve Notes, treasury bill or treasury bonds at the undisputed value(s) of \$41 billion U.S. for the Ice Ban "shares" destroyed by the tribunal; and, \$2 billion U.S. if Grand Turk Harbour or a substitute project cannot be delivered due to Clause 25, Expropriation. (See Exhibit TCI-12; pages Z-19 to Z-57; and Exhibit TCI-2 Page 14).

9. Jurisdiction to restore PORTOSEL, and its "legal persons" clearly is established in Exhibit TCI-1 and TCI-2 Page 17 under Clause 32, Governing Law and Jurisdiction; and, the United States and its tribunal are under the jurisdiction of the European Court of Human Rights, which has jurisdiction over its members, the United Kingdom and its British overseas territory (the Turks & Caicos Islands).
10. Any other form of pecuniary and/or non-pecuniary damages, legal costs and expenses as the Court finds just and proper.

Warren D. Johnson, Jr. is given the authority by his family members to act on their behalf, and on behalf of the "legal persons", in order to recover the collateral "shares" under locus standi as their general power of attorney and attorney-in-fact. (See Exhibit TCI-12 - Affidavits - Pages Z-11 to Z-18 under paragraph 8).

The actions by servants of the government were oppressive, arbitrary and unconstitutional and the injured parties have a right to an effective remedy under Article 13. There is a link between these criminal acts from March 24, 1998 through the present date, which mandates compensation to the injured parties. The breach of contract on March 8, 2001 of the 16 February 2001 Agreement, and the false and fraudulent documents issued to Atlas Transfer cannot go unpunished.

We pray the Court to authorized the Committee of Ministers to supervise the execution of its Judgment.

VI STATEMENT CONCERNING OTHER INTERNATIONAL PROCEEDINGS

20 None.

VII LIST OF DOCUMENTS

- 21 (A) Exhibits TCI-1 to 13 (B) Exhibits CR-C-1 to 12
(C) Exhibits AA (two Books) and Exhibits A to Y
(to be sent under separate cover by Jeffrey Alan Johnson)
(D) Exhibit Z (as Exhibit TCI-12)

copies to: United States Congress attention Congressman Thomas M. Davis, III

Honorable Oswald O. Skippings of Turks & Caicos government

VIII DECLARATION AND SIGNATURE

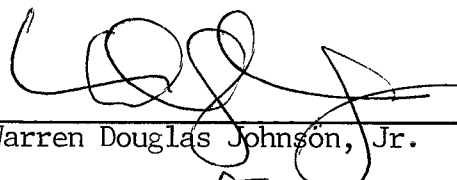
(See Part VIII of the Explanatory Note)

22 I hereby declare that, to the best of my knowledge and belief, the information I have given in the present application form is correct.

Place Coleman, Florida, USA

Date June, 2003

Signature of the applicant



Warren Douglas Johnson, Jr.

12th June 2003

HEADS OF AGREEMENT

THIS AGREEMENT IS MADE THE 25th DAY OF November 1997 BETWEEN

1. **JOHN PHILIP KELLY, LVO MBE, GOVERNOR** of the Turks and Caicos Islands acting in the name of and on behalf of Her Most Excellent Majesty Elizabeth II by the grace of God Queen of the United Kingdom of Great Britain and Northern Ireland and of the Turks and Caicos Islands and of all Her other Territories ("The Crown");
2. The said **JOHN PHILIP KELLY** in the name of and on behalf of the Government of the Turks and Caicos Islands ("The Government");
3. **GRAND TURK HARBOUR DEVELOPMENT COMPANY LIMITED**, a company incorporated under the Laws of the Turks and Caicos Islands and having its registered office at [P.O. Box 156
Mibiscus Square
Grand Turk] ("The Developer").

In respect of a harbour and duty free zone in Grand Turk.

BACKGROUND

The Developer is proposing to construct a harbour and duty free zone in a development at the Southern end of Grand Turk.

The development is intended to consist of four phases:-

- Phase 1 - construction of a yacht and general marine harbour at an estimated cost of US\$30 million consisting of several turning basins extending over approximately 90 acres of land and dredged to approximately 12 feet in depth within the harbour and to 30 feet in the western most sections of the harbour to accommodate cargo ships. Included in the construction will be a marina and clubhouse.
- Phase 2 - the construction of a commercial village and duty free zone at the southern boundary of Grand Turk Airport utilising a commercial port within the harbour for duty free trans-shipment with an associated commercial village comprising retail and commercial space with all ancillary amenities and services at an estimated cost of US\$60 million.

Phase 3 - construction of luxury homes along the harbour front in groupings of seven villages with a small hotel including a banking and financial services centre at an estimated cost of not less than US\$200 million.

Phase 4 - construction of a five star hotel of at least 150 rooms at an estimated cost of between US\$25-30 million.

In addition the development is expected to include a medical complex within the harbour area, the possible development of a fixed base operation at the airport linked to the duty free zone and the possibility of an eighteen (18) hole golf course at Hawkes Nest Plantation subject to negotiation with the owners of that land.

AGREEMENT

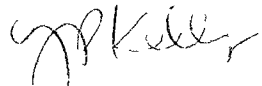
To enable negotiations to take place with a view to concluding a Development Agreement between the parties, the parties hereby agree as follows.

1. TCIG and the Crown subject to the terms and conditions contained herein and in the Development Agreement will transfer to the Developer on the signing of the Development Agreement freehold title to an area comprising 90 acres of land to be agreed and delineated on a plan for the construction of the harbour and other facilities comprising Phase 1 of the project.
2. The land transferred to the Developer will be retained in the ownership of the Developer and will not without the consent of the Crown and the Government be sold, dealt with or used otherwise than for the development, such that it can be returned to the Crown and the Government free from encumbrances.
3. In the event that the construction of Phase 1 is not commenced within 12 months of the date of this Agreement, the Developer will transfer freehold title of the above 90 acres of land back to the Crown and to TCIG free of all charges and at the same price as the 90 acres were transferred to the Developer.
4. In the event that the construction of Phase 1 proceeds but is not completed within 2 years from the date of this Agreement the Developer will transfer the above 90 acres of land back to the Crown and to TCIG at the same price as the Developer paid plus the value of any improvements but less the cost of completing Phase 1.

5. On satisfactory evidence to TCIG of progress with construction of Phase 1, TCIG and the Crown will transfer such additional land as the project may reasonably require for the next Phase subject to proof by the Developer that it has obtained the finance or security necessary to complete the next Phase.
6. Phases subsequent to Phase 1 will be constructed in accordance with a timetable to be agreed between TCIG and the Developer to form part of the Development Agreement.
7. On the signing of this Agreement the Developer will deposit a sum of \$2 million dollars or shares to an equivalent value in an account with Barclays Bank Grand Turk in the joint names of TCIG and the Developer to be utilised as security for the performance of the Developer's obligations hereunder.
8. Within 12 months of the execution of this Agreement, the Developer will commence construction of Phase 1 and will complete construction of Phase 1 within 18 months of the execution of the Development Agreement.
9. The Developer acknowledges that the availability of electricity, water and sewerage services for the development are regulated by statute and that they require to be obtained from Public Suppliers who enjoy exclusive rights of supply. No private supplier's licence to operate such services will be available other than for standby purposes.
10. Any further concessions to be granted to the Developer will be negotiated subsequent to this Agreement and incorporated in the Development Agreement.
11. The price to be paid by the Developer for the area of land required for Phase 1 amounting to 90 acres will be \$4000 per acre or \$10 per acre for land comprising salinas. The Developer will not register any charge against the land transferred to it without the prior consent of TCIG and the Crown.
12. The parties will proceed to negotiate a Development Agreement incorporating these Heads of Agreement and such other provisions that may appear necessary to secure the successful development of the Project. The Development Agreement will be entered into within 6 months of the execution of this Agreement.
13. Prior to the execution of the Development Agreement the Developer will provide evidence satisfactory to the Government of their good character, their financial ability to complete Phase 1 of the development and the viability of Phase 1, and the subsequent Phases.

14. The parties agree that the Laws of the Turks and Caicos Islands will apply to this Agreement and any dispute arising in connection with it.

Signed by John Philip Kelly, LVO MBE
Governor of the Turks and Caicos Islands
Acting on behalf of the Crown



JOHN PHILIP KELLY, GOVERNOR

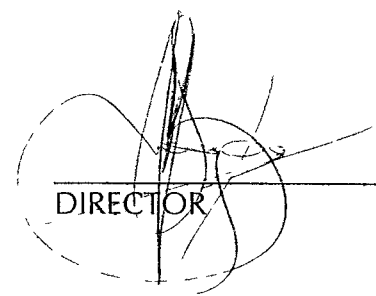
Signed by John Philip Kelly, LVO MBE
Governor of the Turks and Caicos Islands
Acting on behalf of the Government of
The Turks and Caicos Islands



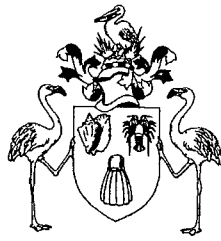
JOHN PHILIP KELLY, GOVERNOR

Signed by

Acting on behalf of Grand Turk Harbour
Development Company Limited



DIRECTOR



ATTORNEY GENERAL'S CHAMBERS

26th November 1997

Mr. Reg Bodhanya
Grand Turk Harbour Development Co Ltd,
PO Box 156
Hibiscus Square
Grand Turk

Dear Mr. Bodhanya,

Grand Turk Harbour Development

I enclose a signed copy of the Heads of Agreement dated 25th November 1997 relating to the proposed development

I should be grateful if you would let me know the full name of the person who signed the document on behalf of your Company. I should also be grateful if you would let me have a copy of any deed of trust relating to the shareholdings of the company and details of the attorneys who will be acting on behalf of the company in connection with the negotiation of the Development Agreement.

Clause 7 of the Heads of Agreement requires that you deposit a sum of US\$2million or shares to an equivalent value in an account with Barclays Bank Grand Turk to be held in the joint names of the Government and your Company to be used as security for the performance of the Developer's obligations. Please confirm that this has either been done already or that you will make arrangements to do so immediately. If the cash/shares have not been deposited please contact Mr Hartley Coalbrooke, the Permanent Secretary, Finance to make the necessary arrangements. Once this requirement of the Heads of Agreement has been satisfied, we will be able to proceed with the negotiation of the Development Agreement.

You should contact Mr Colin Heartwell of TC Invest with a view to satisfying the requirements contained in clause 13 of the Heads of Agreement

I look forward to hearing from you

Yours sincerely,

Marsha Cummings
Acting Senior Crown Counsel

1353

Dated the 18th March 1998

DEVELOPMENT AGREEMENT

BETWEEN

THE CROWN

THE GOVERNMENT OF THE TURKS AND CAICOS ISLANDS

AND

GRAND TURK HARBOUR DEVELOPMENTS LTD.

Relating to a Development at Southern Grand Turk

TABLE OF CONTENTS

Part I - Preliminary

1. Recitals
2. Definitions and Interpretation

Part II - Obligations of the Company

3. Escrow Arrangements
4. Surveys and Planning
5. Construction Programme
6. General Conditions
7. Employment

Part III - Obligations of the Government

8. Development
9. Development Order
10. Cargo Dues
11. Stamp Duty
12. Work permits and National Insurance
13. Permanent Residence Certificates
14. Public Dock
15. Quarry Site
16. Business Licences
17. Docks Ordinance
18. Water and Sewerage
19. Waste
20. Electricity
21. Liquor and Associated Licences
22. Duty Free Shops
23. Adjacent Development
24. Customs and Immigration
25. Expropriation
26. Legislative Matters

Part IV - Obligations of the Crown

27. Transfer of Title to Crown Land

Part V - General Provisions

28. Failure to Complete Development
29. Amendment of Master Plan
30. Further Agreements
31. Termination
32. Governing Law and Jurisdiction
33. Notices

Schedules

- Schedule 1 - Crown Land
- Schedule 2 - Plan 1 (The Crown Land)
- Schedule 3 - The Development
- Schedule 4 - Development Order
- Schedule 5 - Master Plan
- Schedule 6 - General Conditions
- Schedule 7 - Plan 2 (The Salina Land)

THIS AGREEMENT is made the 18th day of March, 1998

B E T W E E N: JOHN PHILIP KELLY LVO, MBE, Governor of the Turks and Caicos Islands acting on behalf of the Government of the Turks and Caicos Islands (who and whose successors in office for the time being are hereinafter included in the term "Government") of the **ONE PART**, the said JOHN PHILIP KELLY acting in the name of and on behalf of **HER MAJESTY ELIZABETH THE SECOND** by Grace of God of the United Kingdom and Northern Ireland and of the Turks and Caicos Islands and of **HER** other Territories Queen (hereinafter called "the Crown") of the **SECOND PART AND: GRAND TURK HARBOUR DEVELOPMENTS LTD** having its Registered Office at P. O. Box 156, Hibiscus Square, Pond Street, Grand Turk, Turks and Caicos Islands (hereinafter called "the Company") of the **THIRD PART**

WHEREAS

- (i) The Company wishes to undertake a project for a phased development comprising, inter alia, a world class yacht and general marine harbour, duty free shopping zone, commercial village, residential areas, hotels, golf course, medical centre/college and attendant facilities including a terminal at the Grand Turk airport on the southern portion of the Island of Grand Turk in the Turks and Caicos Islands and has submitted to the Crown and Government a proposal for carrying out the same on land presently owned by the Crown;
- (ii) The Government having considered the proposal is satisfied that the Development is for the purpose of section 4 of the Encouragement of Development Ordinance 1972:
 - (a) a new enterprise; and
 - (b) that it will have a beneficial effect on employment and the economy of the Islands; and
 - (c) the Development may be declared to be a development enterprise; and
 - (d) that the Company may be declared to be a developer pursuant to the Ordinance for the purpose of carrying out the Development; and
 - (e) that subject to the terms hereof the Company should be granted a Development Order under Section 4 of the said Ordinance.

NOW IT IS HEREBY AGREED as follows:

PART I - PRELIMINARY

1. Recitals

The recitals are hereby incorporated as part of this Agreement.

2. Definitions

2.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meaning and grammatical variations and cognate expressions shall be construed accordingly:

"Approved Plans" - means such detailed plans, elevations, sections, drawings and an environmental impact assessment and such other written details as are necessary and incidental for purposes of the grant of detailed development permission pursuant to the Physical Planning Ordinance 1989, enabling the Company lawfully to carry out the Development;

"Belonger" - means a person who belongs to the Islands within the meaning of the Immigration Ordinance 1992.

"the Company" - means Grand Turk Harbour Developments Ltd, an ordinary company established and registered in the Turks and Caicos Islands for purposes of the Development, or any subsidiary or associated company approved by Government acting on its behalf;

"the Company's architect" - means the person or corporation suitably qualified and appointed by the Company to act as its architect in respect of the Development who shall be approved by the Government

"Completion" means, in relation to any Phase of the Development, completion for purposes of beneficial use and exploitation as certified by the Company's architect;

"Crown Land" - means the area of approximately 381.45 acres more particularly described in Schedule 1 and generally identified on the Plan and thereon delineated in yellow;

"Custodian" - means Barclays Bank Plc or such other custodian as the parties may agree shall act as custodian of the Shares for purposes of Clause 3 of this Agreement;

"the Development" - means the development to be carried out by the Company pursuant to this Agreement as more particularly specified in Schedule 3 and any agreed addition or modification thereto;

"Development Order" - means the order under Section 4 of the Ordinance in the form of Schedule 4;

"detailed" and **"outline"** **"development permission"** have the meanings assigned under the Physical Planning Ordinance 1989;

"Dry Land" means those parts of the Crown Land which are not Salina Land.

"Force Majeure" - means any event or circumstance whether arising from natural cause, human agency, or otherwise beyond the control of the Company including but without prejudice to the generality of the foregoing lightning, earthquakes, storms, flood, acts of God, lock out, strike, riot, civil commotion, war, state of war, natural disasters, unavailability of shipping or air services, building materials, plant machinery, equipment apparatus, shortage of labour or any unreasonable delay on the part of the Government or any Government agency.

"Government" - means the government for the time being of the Turks and Caicos Islands;

"Harbour" - means the marine harbour to be excavated, constructed and operated by the Company on the area of approximately 128 acres as more particularly identified on the Master Plan;

"the Islands" - means the Turks and Caicos Islands;

"Lot" means a residential building lot within the Development;

"the Master Plan" - means the draft layout and use plan for the Development attached as Schedule 5 showing *inter alia* the general scheme of development and the proposed routes for roadways;

"the Ordinance" - means the Encouragement of Development Ordinance 1972;

"Plan 1" - means the plan numbered 1 attached at Schedule 2 showing the Crown Land and the surrounding areas.

"Plan 2" - means the plan numbered 2 attached at Schedule 7 showing the Salina Land

"Phase" means a phase of the Development and references to numbered Phases of the Development shall have the meanings assigned in Schedule 3;

"Programme" means the programme set out in Schedule 3 showing the sequence of works the approximate cost and the timescales within which such works will be carried out;

"Salina Land" means the existing salinas of approximately 63.5 acres forming part of the Crown Land and shown hatched black on Plan 2

"Shares" - mean the common shares of the NASDAQ quoted company "Ice Ban America , Inc";

"Subsidiary or Associated Company" means a body corporate in which Grand Turk Developments Limited holds directly or indirectly a majority of the voting rights or of which it has effective control.

"TCU" - means Turks and Caicos Utilities Ltd., Grand Turk;

- 2.2 Any reference to an Ordinance shall be deemed to include any statutory modification or reenactment thereof for the time being in force.

PART II - OBLIGATIONS OF THE COMPANY

3. Escrow Arrangements

- 3.1 Within 30 days of the date hereof the Company shall deposit with the Custodian the number of Shares equivalent to a value of US\$2,000,000.00 (such value to be determined by reference to the closing purchase price of the Shares as quoted by the Wall Street Journal in respect of the day prior to such deposit) together with a duly executed transfer of the Shares in favour of the Government and a written acknowledgement from the Custodian that it is holding the Shares in escrow subject to the terms of this Clause 3.

- 3.2 If at any time the market value of the Shares (calculated on the basis specified in Clause 3.1) falls below US\$2,000,000.00 the Company shall upon written demand by Government forthwith deposit additional Shares and corresponding share transfers (or shares in another quoted company acceptable to the Government which for purposes of this Clause shall be deemed included in the expression "Shares") to bring the then existing shares up to the value of US\$2,000,000.00 it being the intention of the parties that such value shall be maintained throughout the period of the deposit.
- 3.3 The Company warrants that the Shares deposited with the Custodian for purposes of this Clause 3 are and will remain unincumbered by any charge, lien or other incumbrance throughout the period of their deposit
- 3.4 If the Company fails to complete any of Phases 1 to 6 in accordance with the terms of this Agreement the Custodian will on receipt of a written notice to that effect signed by the Attorney General (or any person for the time being appointed to act in that capacity) sell sufficient of the Shares to provide net proceeds of US\$2,000,000.00 and forthwith pay the same to Government without deduction provided that the Custodian shall not be liable for any shortfall if the market value of the Shares is less than US\$2,000,000.00 at the time of receipt of the said notice and the Company shall forthwith provide the Custodian with a copy of this Agreement and written authorisation to the Custodian to comply with the provisions of this Clause.
- 3.5 The Custodian may at any time release to the Company any Shares from time to time surplus to the value of US\$2,000,000.00 and on completion of Phase 6 in accordance with the terms of this Agreement the Shares shall be deemed released to the Company and held by the Custodian at the Company's disposition.
- 3.6 All sums payable to the Company on completion of the sale of Lots by way of consideration will be paid into an escrow account to be opened by the Company with Barclays Bank, Grand Turk in the joint names of the Company and the Government and will be released only for purposes of expenditure on the Development (as certified by the Company's architect acting reasonably and properly) under the joint signatory of a director of the Company and the Accountant General of the Turks and Caicos Islands.
- 3.7 The escrow arrangements provided for under clause 3.6 shall continue until either all monies payable to the Company in respect of the sale of all the Lots have been used for the purposes of expenditure on the Development or until completion of the final Phase of the Development whichever shall be the earlier

4. Surveys and Planning

- 4.1 Within 30 days of the date hereof the Company will at its own expense have carried out by a qualified surveyor and submit to the Government a survey to establish and delineate with permanent cement post markers the boundaries of the Crown Land;
- 4.2 The Company will commence forthwith the preparation of and within 90 days of the date hereof submit to the Government the Master Plan and the Approved Plans respectively for outline development permission for the Development and detailed development permission for Phase 1 thereof the same to be considered and processed under the provisions of section 42 of the Physical Planning Ordinance 1989.
- 4.3 The Company shall provide the Government with all information reasonably required by Government whether in response to the requirements of any terms of reference relating to technical and environmental issues or otherwise to satisfy itself at any stage of the Development that the Company has the ability to carry out and complete the Development in a manner satisfactory to Government.

5. Construction of Phase 1

- 5.1 The Company undertakes within 90 days of obtaining a building permit for Phase 1 to commence construction and to proceed diligently to Completion of the same in accordance with the Approved Plans within 12 months of the date of commencement of construction.
- 5.2 The Company undertakes to commence construction and respectively secure Completion of subsequent Phases within the time limits set out in Schedule 3.

6. General Conditions

The Company undertakes to observe, and carry out the Development in accordance with the general conditions set out in Schedule 6.

7. Employment

- 7.1 In relation to the construction and operation of the Development, the Company shall use its best endeavours to give preference in employment to Belongers in so far as there are Belongers ready willing competent and able to fulfill any position within the Islands for which the Company wishes to recruit and the Company shall enter into corresponding covenants with its contractors, sub-contractors, suppliers and agents.

- 7.2 The Company shall at its own expense teach and train Belongers to operate and manage such parts of the Development as are capable of such treatment and shall maintain a policy of training for Belongers throughout the duration of construction and operation of the Development.
- 7.3 The Company shall provide the Government on demand from time to time with such evidence as the Government may reasonably require to satisfy itself that the Company is complying with its obligations under this Clause 7.

PART III - OBLIGATIONS OF THE GOVERNMENT

8. Development

- 8.1 The Government shall permit the Company to carry out the Development as defined herein in accordance with the Master Plan, the Approval Plans and the provisions of this Agreement and shall ensure in particular subject to the Company complying with all Ordinances, regulations, detailed development permissions and the proper requirements of Government that the Company receives such licenses, permits, consents or other authorisations as may be necessary to enable the Company to dredge or otherwise create and maintain a channel of no less than 90ft width and 12 ft depth in coastal waters to provide ingress and access to and from the Harbour entrance.
- 8.2 The Government undertakes to procure consideration and processing of all applications for development permission in respect of the Development under the provisions of section 42 of the Physical Planning Ordinance 1989.

9. Development Order

- 9.1 The Government shall within 21 days of the date hereof declare the Company to be a "Developer" and the Development to be a "development enterprise" within the meaning of the Ordinance and shall grant to the Company the Development Order in the form set out in Schedule 4;
- 9.2 Subject to the grant of detailed development permission and a building permit for Phase 1 the date specified for the purpose of section 5(c) of the Ordinance shall be 30th April, 1998 and the date specified for the purpose of section 5(d) of the Ordinance shall be 30th April 2013.
- 9.3 The Government furthermore agrees that if the Company is obliged to import items omitted from the Development Order or the detailed list of items supplied by the Company pursuant to that Order and in respect of which duty exemption ought to have been accorded under the above-mentioned provisions then the Government shall take the necessary steps to amend the Development Order or

the list as the case may be to include such items and any duty paid by the Company in the meantime for the import of such item shall be refundable.

10. Cargo Dues

The Government undertakes to establish a rate for cargo dues under the Docks Ordinance in respect of all goods and materials imported over the Government dock in Grand Turk of US\$4.50 per ton for the duration of the construction of the Development provided that in respect of each ton of material imported the Company will pay to Government the sum of US\$1.50 and will additionally credit the Government with the amount of US\$3.00 to be offset against the cost of such public works projects as are directed by Government from time to time (excluding the cost of materials) to be undertaken by the Company acting as contractors for the Government and the Government shall provide the relevant materials and the Company shall provide engineering, equipment and labour and such projects shall be carried out in accordance with plans and specifications prepared or approved by Government and to the satisfaction of the Government.

11. Stamp Duty

11.1 The Government undertakes to procure waiver of stamp duty on the transfer of the Crown Land pursuant to the provisions of section 32 (1) of the Stamp Duty Ordinance 1992.

11.2 The Government undertakes that for a period of 15 years from the date hereof that stamp duty on the transfer of immovable property within the boundaries of the Development will be maintained at a rate not exceeding 3% under the Stamp Duty Ordinance, 1992 or any other enactment imposing duty on the transfer of immovable property by whatever name called.

12. Work Permits and National Insurance

12.1 Subject to the Company fulfilling its obligations as to Belonger preference under Clause 7.1 above and subject to application being made in accordance with the Immigration Laws, the Government shall support request for the issue of such number of work permits to the Company as may be reasonably necessary for the employment of a sufficient number of persons who are not Belongers to enable the Company and/or its contractors and sub-contractors to carry out the construction and operation of the Development subject to Labour Department clearance being sought and obtained prior to such non-Belonger personnel commencing work.

- 12.2 The Company shall pay all contributions due under the National Insurance Ordinance 1991 and any statutory amendment re-enactment or modification thereof in respect of those persons who are employed in an "insurable employment" as defined in that Ordinance.

13. **Permanent Residence Certificates**

The Government agrees that on receipt of the relevant payments it will grant Permanent Residence Certificates (PRC's) to individuals nominated by the Company who have invested no less than US\$125,000.00 in the Development subject to the Government being satisfied that such persons are of good character and not being or likely to become a risk to the security of the Turks and Caicos Islands.

14. **Public Dock**

- 14.1 The Company undertakes to procure, within 12 months from the date of this Agreement, the restoration or provision of "roll on - roll off" facilities at the public dock in Grand Turk and will provide ongoing maintenance thereof of the same for the duration of construction of the Development.
- 14.2 The Company undertakes to procure when directed by Government to do so the renovation and refurbishment of the old dock (adjacent to the roll on off facility) to permit on loading and off loading by pipeline of liquid fuels and propane.
- 14.3 The cost of the above works (excluding materials) will be paid for out of amounts credited to Government for public works projects under Clause 10.
- 14.4 The Company shall have the right to place a crane on the new dock for the purpose of handling its own cargo.

15. **Quarry Site**

The Government undertakes to assist where necessary to make available a convenient quarry site for use and exploitation by Company for purposes of construction at the Development.

16. **Business Licenses**

- 16.1 The Government subject to prevailing Government policy and the Company complying with all relevant Ordinances will support the application by the Company for all necessary business licenses required under the Business Licensing Ordinance 1992 for operation of the Development.

16.2 The said business licenses shall include any licenses required by the Company or persons designated by the Company and approved by Government for all commercial operations within the Development provided that the Company shall ensure that Belongers have the opportunity to operate at least 50% of each type of business within the Development..

16.3 The Government will ensure subject to the Company complying with all relevant Ordinances that the Company receives the necessary business licenses to operate on a commercial basis a plant for the production of concrete and concrete products (including the delivery of the same on a ready mixed basis), a propane storage and distribution facility and bulk fuel terminal for the purposes of the Development or wholesale sale outside the boundaries of the Development.

17. Docks Ordinance

The Government undertakes to grant a license for the construction of the Harbour as a private dock pursuant to section 17(2) of the Docks Ordinance 1985 and agrees that cargo dues shall be charged at the rate of \$4.50 per ton.

18. Water and Sewerage

18.1 Subject to the Company complying with the provisions of any requisite detailed development permission the Government shall permit the Company to produce its own water via desalinisation by reverse osmosis and/or other technology to treat its own sewage and effluent subject to compliance with the provisions of the Water and Sewerage Ordinance 1994.

18.2 Subject to the Company complying with the provisions of the Water and Sewage Ordinance 1994 the Government shall ensure that the Company is designated as a "licensed holding" for purposes of supply distribution of water within the Development provided that such supply and distribution shall be limited to a period of 25 years from the date hereof

19. Waste

The Government agrees that subject to compliance with all relevant Ordinances and the provisions of any requisite detailed development permission the Company shall have the right to treat waste products from the Development using such technology as is approved by Government and is acceptable (inter alia) from an environmental standpoint.

20. **Electricity**

The Government acknowledges the importance to the Company of obtaining a supply of electricity at a reasonable tariff in order to secure the economic viability of the Development and shall provide all reasonable assistance in the negotiation of an agreement with TCU under which an electrical generation facility is constructed at the Development by the Company and operated by TCU under a commercial contract.

21. **Liquor and Associated Licences**

The Government will, subject to the Company complying with the provisions of all relevant Ordinances, regulations, rules and Orders, support the nominated representative of the Company in obtaining the requisite liquor and associated licenses for the operation of restaurants, bars, night clubs and other similar facilities at the Development.

22. **Duty Free Shops**

22.1 The Government shall subject to the Company complying with the provisions of the Customs Ordinance 1995 and any other relevant Ordinance Regulation Rules and Orders support the Company in its application for the requisite licenses under the Customs Ordinance 1995 to operate duty free shops at the Development (for the sale of crystal, china, silver, food, cameras, electronic equipment, spirits, tobacco, perfumes, jewellery, furs, clothing, leather goods and such other goods as the Government may approve) subject to satisfaction of the conditions under the Customs Ordinance (Duty Free Shops) Regulations (1996)

22.2 The Government undertakes that the Company shall have the right to import in bond and sell yachts and aircraft free of duty subject only to payment of a US\$1,000.00 processing fee in respect of each aircraft or yacht sold.

23. **Adjacent Development**

The Government undertakes not to use or permit to be used any Crown Land adjacent to the Development for any purpose which may have a material adverse environmental impact on the Development.

24. **Customs/ Immigration**

24.1 The Government shall, on completion of the Harbour to its reasonable satisfaction, designate the same as a port pursuant to section 11 of the Customs Ordinance, 1995 and an agreed area thereof as an approved wharf for purposes of section 12.

- 24.2 The Government undertakes to ensure the provision of customs and immigration officials at the Harbour sufficient for the operational needs of the same subject to the Company making available, at no cost to the Government, suitable accommodation and other facilities (including utilities) reasonably acceptable to Government to enable the customs and immigration departments to discharge their duties in an appropriate manner.

25. Expropriation

The Government agrees not to acquire compulsorily, nationalise or expropriate the Development or any part thereof or any assets incidental thereto. Without limiting or restricting the remedies available to enjoin the Government from breaching the foregoing provisions of this Clause or to recover damages for any breach in the event of any such compulsory acquisition, nationalisation or expropriation of the Development or any part thereof, the Developer shall be entitled to compensation in respect of the relevant assets, the amount thereof to be the full market value of such assets assessed at the time of such compulsory acquisition, nationalisation or expropriation, on the basis that such assets were being sold by a willing seller to a willing purchaser without regard to the fact that the assets have been compulsorily acquired, nationalised or expropriated.

26. Legislative Measures

The Government undertakes, to the extent necessary, to introduce modifications to existing laws relating to the National Parks boundaries to give effect to the provisions of this Agreement.

PART IV - OBLIGATIONS OF THE CROWN

27. Transfer of Title to Crown Land

- 27.1 Within 14 days of the grant of detailed development permission and building permits in respect of Phase 1 the Crown shall transfer at the price of US\$10.00 per acre for Salina Land and US\$4,000 per acre for Dry Land freehold title to such areas of the Crown Land as shall be necessary to enable the Company to carry out and complete Phase 1.
- 27.2 Within 14 days from the date of grant of detailed development permission and building permits for each succeeding Phase the Crown shall transfer freehold title to such area of Crown Land as shall be necessary to enable the Company to carry out and complete the relevant Phase.
- 27.3 Prior to the transfer of any Crown Land pursuant to the provisions of this Clause the Company shall agree with Government:

- (i) the routes of any easements over under through or upon the Crown Land which the Government requires to reserve for the benefit of the public and adjoining and neighbouring property to enable *inter alia* access to and from such adjoining and neighbouring property and to and from any part of the beach abutting the Development; and
 - (ii) the route of the easement required by the Company over Crown Land between Waterloo Road and the northern boundary of the Development.
- 27.4 The Crown Land will be transferred to the Company subject to all rights of way and other rights and easements which currently burden the Crown Land and to any leases, licenses and the claims of any third parties affecting the Crown Land prior to the date of this Agreement and the Company shall be deemed to acquire the Crown Land with full knowledge thereof and shall indemnify and keep the Crown indemnified from and against all actions proceedings costs claims and demands arising therefrom.

PART V - GENERAL PROVISIONS

28. Failure to Complete Development

- 28.1 If the Company fails to complete and bring into operation Phase I within the time period specified in this Agreement (with due allowance for any delay caused by Force Majeure) then the Government shall have the right to terminate this Agreement and revoke the Development Order and the Crown may require the Company to reconvey all of the Crown Land to which freehold title has been acquired by the Company pursuant to this Agreement together with any buildings and structures thereon at the price of US\$4,000.00 per acre for Dry Land and US\$10.0 per acre for Salina Land provided that if, within the period of any notice given by the Government for remedying any breach, the Company proposes an alternative developer approved by Government in all respects and who is financially capable of and ready and willing to take over the Company's obligations and accept an assignment of this Agreement (subject only to reasonable modification with regard to the time limit for completion of Phase I) then the Crown and Government shall not unreasonably withhold consent to such assignment and the Company shall assign to such alternative developer the copyright in all plans, specifications and the Approved Plans to enable the alternative developer to use them freely.
- 28.2 If the Company fails to complete and bring into operation any subsequent Phase within the time period specified in this Agreement (with due allowance for any delay caused by Force Majeure) then the Government shall have the right to terminate this Agreement in relation to such Phase or Phases and revoke the Development Order to the extent applicable to such Phase or Phases and the

Crown may require the Company to reconvey all of the Crown Land within the incomplete Phase or Phases to which title has been acquired by the Company pursuant to this Agreement together with and including any buildings and structures thereon at a price of US\$4,000.00 per acre for Dry Land and US\$10.00 per acre for Salina Land subject however to an equivalent provision as under Clause 28.1 in respect of an alternative developer.

29. Amendment of Master Plan

29.1 If in the reasonable opinion of the Company it becomes technically infeasible to implement any portion of the Development in accordance with the Master Plan then the Company may apply to the Government for amendment of the Master Plan to enable such portion of the Development to be carried out in an alternative manner (conforming as closely as reasonably practicable to the original intention) and the Government shall co-operate with the Company in achieving such alternative solution.

29.2 The Government shall give favourable consideration to any request from the Company to extend any time limit applicable under Clauses 5 of this Agreement if it is satisfied that such extension would be reasonable.

30. Further Agreements

The parties agree to negotiate together in good faith such further agreements and other documents and approvals as may be necessary to give full effect to any of the foregoing provisions.

31. Termination

31.1 This Agreement may be terminated by the Crown and Government:

31.1.1 if the Company is in serious breach of the terms thereof and such breach remains unremedied 90 days after notice by the Crown and/or Government to remedy the same; or

31.1.2 forthwith, if an order is made or an effective resolution passed for the winding up of the Company (whether voluntary or compulsory but not a voluntary winding up for the purpose of a reconstruction or amalgamation without insolvency); or

31.1.3 forthwith, if the Company is unable to pay its debts or summons a meeting of its creditors or enters into any arrangement or composition with or for the benefit of its creditors.

Subject to the proviso that prior to termination pursuant to the provisions of this Clause the Company, its liquidator or any creditor secured by a debenture or legal charge over the Company's interests in immovable property whose interest is notified to the Crown within thirty (30) days of its creation shall be accorded a period of 3 months either:

- (i) to propose a financial restructuring plan acceptable to the Crown and Government; or
- (ii) to propose the assignment of the Company's obligations under this Agreement, and any other related agreements with the Crown and Government it being hereby agreed and understood that the Crown and Government shall have an absolute discretion as to whether to grant their consent to such assignment. Before granting their consent the Crown and Government shall first be satisfied that the proposed assignee is of sufficient worth to be clearly capable of performing the obligations of the Company under this Agreement and any other related agreements with the Crown and Government.

31.2 On termination of this Agreement by the Government the Company shall assign to the Government free of charge the copyright in all plans, specifications, technical information, the Approved Plans and any other documentation required to enable the Development to be completed by the Government or a third party.

31.3 The provisions of Clauses 3 and 28 shall remain in full force and effect notwithstanding termination of this Agreement and any such termination is without prejudice to the rights of the Crown and Government in respect of any antecedent breach by the Company of the provisions of this Agreement.

32. Governing Law and Jurisdiction

This Agreement shall be governed by the law of the Turks and Caicos Islands and the Courts of the Turks and Caicos Islands shall have sole jurisdiction in relation to any dispute arising thereunder.

33. Notices

33.1 Any notice required to be given pursuant to the terms hereof shall be delivered by hand with acknowledgment of receipt between the hours of 10:00 a.m. and 4:00 p.m local time in the Turks and Caicos Islands to:-

- (i) In the case of the Crown and Government

To: The Attorney General
Attorney General's Chambers
South Base
Grand Turk
Turks and Caicos Islands.

(ii) In the Case of the Company:-

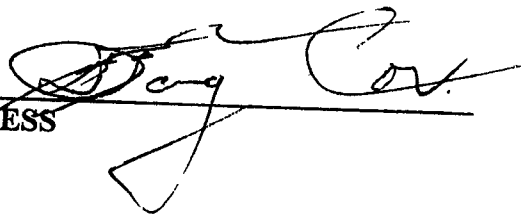
To: Grand Turk Harbour Developments Ltd
P.O. Box 156, Hibiscus Square
Pond Street
Grand Turk
Turks and Caicos Islands

- 33.2 Notices properly delivered in accordance with the Clause shall be deemed to be effective on the next working day following delivery.
- 33.3 Delivery through commercial courier shall be permitted.
- 33.4 A receipt signed by a duly authorised employee of any of the parties hereto shall be conclusive evidence of delivery by hand and the parties confirm that office employees (such as receptionist or secretary) are fully authorised for this purpose.
- 33.5 Notice of change of address of any of the offices referred to in Clause 33 .1 (i) and (ii) above shall be deemed to have been effectively given if such notice is served in accordance with the provisions of this Clause and upon such service of notice or change of address this Clause shall be deemed to be altered to reflect the change of address as served.

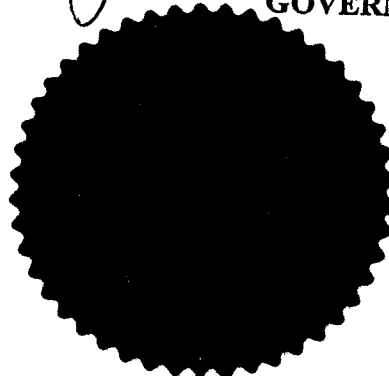
IN WITNESS WHEREOF the said JOHN PHILIP KELLY has set his hand and the public seal of the Islands on behalf of the Crown and the Government of the Turks and Caicos Islands and Grand Turk Harbour Developments Ltd. has caused its common seal to be hereunto affixed under the signatures of its duly authorised Officers the day and year first before written.

SIGNED by the said JOHN PHILIP KELLY,
in the presence of:-

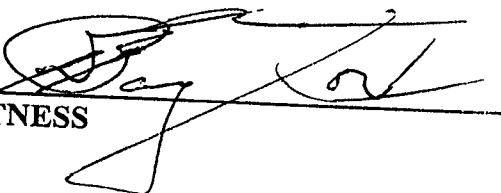
WITNESS

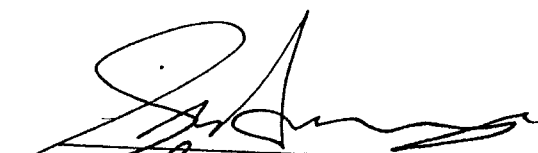



GOVERNOR



The Common Seal of THE GRAND TURK
HARBOUR DEVELOPMENTS LTD was hereunto
affixed by its duly authorised officers in
the presence of :-


WITNESS


Loa DIRECTOR
ALPHA INVESTMENTS LTD


Loa SECRETARY
Morris Cottingham
ASSOCIATES LTD
SECRETARY

SCHEDULE 1

CROWN LAND

An area of land comprising approximately 381.45 acres situated in the South Suburbs, on the Island of Grand Turk, Turks and Caicos Islands, British West Indies, being described as follows:

Parcels 10504/1; 10504/2; 10504/5; 10504/8 and 10504/9, less and except that portion of Parcel 10504/9 containing 2.3 acres, now owned by the Crown and being occupied by the Reverse Osmosis Plant . The said 2.3 acres being bounded on the West by the 60ft. Road Reserve lying between Block 10504 and Block 10506.

Together with:

Parcels 10507/23; 10507/25; 10507/26; 10507/27; 10507/28; 10507/29; 10507/30; 10507/31; 10507/32; and 10507/33

Together with:

Parcels 10508/1; 10508/6; 10508/7; 10508/15; and 10508/43

Together with:

Parcel 10506/9

Together with that certain 60 feet Road Reserve lying between said Blocks 10504 and 10508.

SCHEDULE 2
Plan 1
(The Crown Land)

SCHEDULE 3

THE DEVELOPMENT AND PHASES

		Approximate Start	Approximate End	Approximate Cost Millions
Phase 1:	Excavation and dredging of inshore waterways, harbour and marina and the creation of land mass for building sites from the excavated materials.	Apr-98	Jul-00	7.00
Phase 2:	Establishment of a concrete batching plant, as well as a pre-cast, steel truss and bar joist manufacturing plant	Apr-98	Jul-00	1.50
Phase 3:	Land Subdivision for the various identified uses.	Oct-98	Feb-01	0.20
Phase 4:	The installation and construction of physical infrastructural facilities, for the provision of solid and liquid waste disposal, potable water, cable, electricity, telephone and an underground gas and propane line. A grey water irrigation system would also be included, together with drainage channels and roads will be constructed to base level.	Oct-98	Apr-01	13.20
Phase 5:	Construction of hotel on north side entrance.	Dec-98	Dec-00	6.00
Phase 6:	Dredging of an entrance channel in coastal waters, to provide access to and from the open sea to the harbour and the construction of required groynes.	Feb-99	Oct-00	5.50
Phase 7:	Construction of the duty free zone and other commercial facilities, with required amenities.	Mar-99	Sep-02	23.00
Phase 8:	Construction of a further hotel with ancillary facilities.	Sept-99	Prior to 2007	8.00

Phase 9:	Construction of Medical and ancillary facilities, to include accommodations.	Prior to 2007	12.00
Phase 10:	Construction of a Flying Club and associated facilities	Prior to 2007	10.80
Phase 11:	Construction of the Golf Course.	Prior to 2007	4.00
Phase 12:	Construction of a boat building and servicing facility.	Prior to 2007	1.50
Phase 13:	Construction of a terminal and taxi way at Grand Turk Airport	Prior to 2007	2.00
Phase 14:	Creation of sanctuary by the sea, amphitheatre and living waters meditation gardens	Prior to 2007	1.00
Phase 15:	Construction of further hotel/time/share/condominium facilities	Prior to 2014	25.00
Total Cost			\$120.70

SCHEDULE 4
THE DEVELOPMENT ORDER

Legal Notice [] of 1998

Made:

Commencement:

Published in the Gazette:

ORD []/98

The Grand Turk Harbour Developments Ltd.
Development Order 1998

MADE by the Governor under Section 4 of the Encouragement of Development Ordinance 1972.

Citation

1. This Order may be cited as the Grand Turk Harbour Developments Ltd. Development Order 1998.

Interpretation

2. In this Order "The Development Agreement" means the Agreement dated 1998 and made between the Crown, the Governor of the Turks and Caicos Islands and Grand Turk Harbour Developments Ltd.

Development Enterprise

3. The construction of the Development comprising of the establishment of a yacht and general marine harbour, duty free shopping zone, commercial village and residential areas, hotels and attendant facilities on the Island of Grand Turk in accordance with Phases 1 – 15 of the Development Agreement, is declared to be a development enterprise.
4. Grand Turk Harbour Developments Ltd., a company incorporated under the laws of the Turks and Caicos Islands and having its registered office at P. O. Box 156, Hibiscus Square, Pond Street, Grand Turk is declared to be the Developer.

Premises of the Development Enterprise

5. The Development shall be constructed, managed and otherwise operated from the parcel numbers referred to in Schedule 1 of The Development Agreement.

Commencement of Development Enterprise

6. The construction by the Developer of the Development shall commence on or before 30th April 1998.

Completion of Development Enterprise

7. The date on or before which it is anticipated that the development will be completed is 31st December 2014.

Other Conditions

8. The construction and operation of the Development shall be carried out in accordance with the terms and conditions of the Development Agreement. Any benefits and covenants therein shall form part of this Order.

Declared benefits

9. (1) Subject to the provision of the Encouragement of Development Ordinance 1972 and sub-paragraph (2) hereof the Developer shall be entitled for a period of 15 years from the date of this Order to this exemption from
 - (a) any taxes on profits, gains or turnover attributable to the Development and for the avoidance of doubt such exemption shall not extend to any contribution or levy payable under the National Insurance Ordinance 1991, nor to any tax or levy payable under the Hotel Accommodation (Taxation) Ordinance 1985, the Gaming Machines Ordinance 1976 and the Casinos Ordinance 1978 and any statutory amendment, replacement or re-enactment of the aforementioned Ordinances;
 - (b) any real property tax on developed land, capital levy or other tax on capital invested in the Development and for the avoidance of doubt such exemption shall not extend to stamp duty payable under the Stamp Duty Ordinance 1992 and any statutory amendment, replacement or re-enactment thereof;
 - (c) customs import duty in respect of all building materials, furniture, furnishings, equipment, tools, plant, machinery, apparatus, appliances, fixtures and fittings approved by the Collector of Customs as being

necessary for and used solely in the construction, fitting out, operation and ongoing maintenance, refurbishment and repair of the Development including motor vehicles , electric carts and boats;

- (d) customs import duty in respect of all natural gas and/or fuel oil supplies for construction equipment or for plant or equipment used solely for the desalination of water, refrigeration and air conditioning for so long as the same is operated exclusively for the benefit of the Development.
 - (2) At least 7 days prior to importation of any of the articles specified in subparagraphs (1)(c) and (d) above the Developer shall furnish the Collector of Customs with a list which shall be agreed with the Collector of Customs describing the articles that are to be imported including their categories and their quantities.
10. Duties on articles imported may become payable as provided by Section 9(1) of the Encouragement of Development Ordinance in the event of their being disposed of in any manner within five (5) years from the date of importation.

Made this day of , 19.....

JOHN PHILIP KELLY LVO MBE

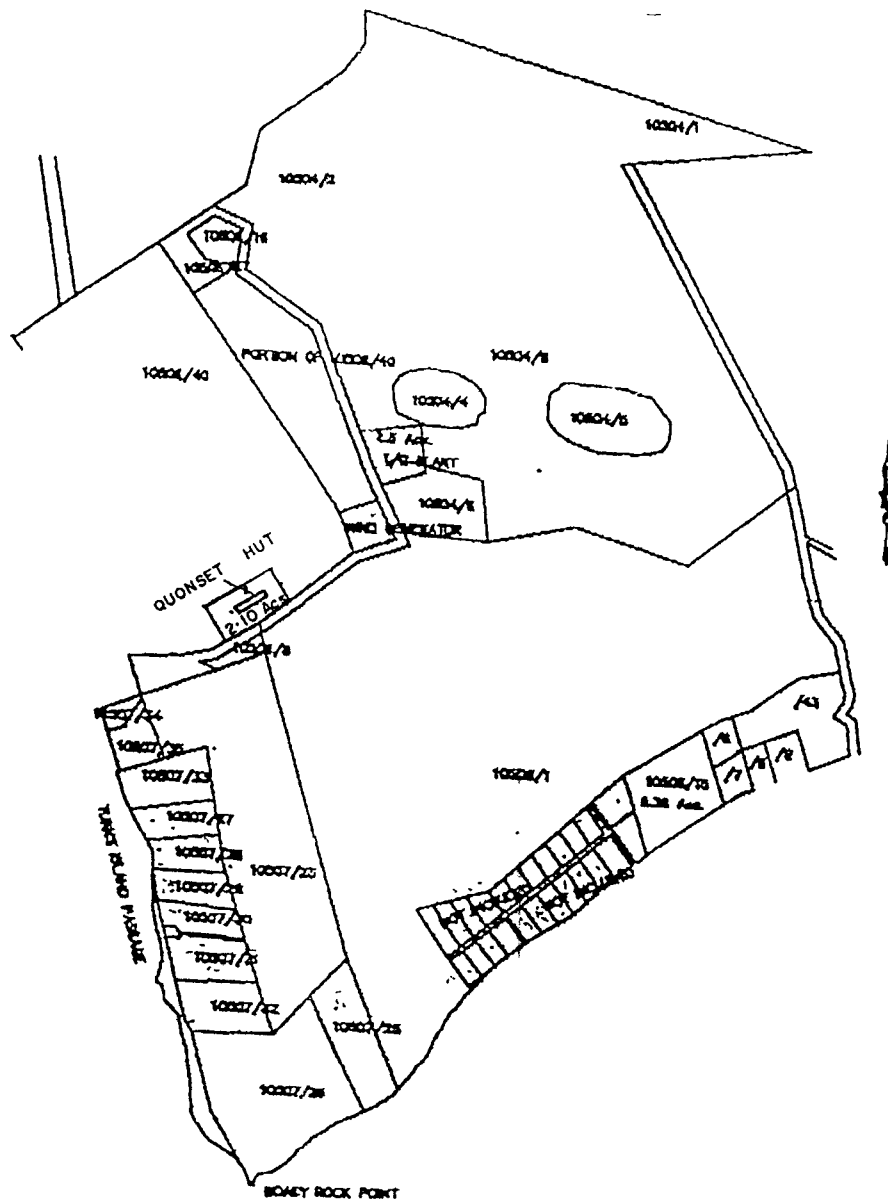
SCHEDULE 5
THE MASTER PLAN

SCHEDULE 6
GENERAL CONDITIONS

1. The Company shall permit the Government's authorised officers access to any part of the Development at any time to enable such officers to ascertain whether or not the Company is complying in all respects with the provisions of all relevant Ordinances Regulations and the covenants contained in this Agreement.
2. The Company shall not assign this Agreement without the prior written consent of the Government and the Crown and in any permitted assignment the assignee shall enter into covenants with the Government and the Crown to observe and perform the covenants on the part of the Company contained in this Agreement and the Company shall not charge transfer lease grant any easement over or otherwise incumber in any way any of the Crown Land prior to the completion of the final Phase of the Development without the prior written consent of the Government and the Crown and the Government and the Crown shall be entitled to register a caution affecting any part of the Crown Land which is transferred to the Company in order to protect its interest as beneficiary of the covenants by the Company contained in this Agreement.
3. The Company shall indemnify and keep the Government indemnified from and against all actions proceedings costs claims and demands of whatsoever nature made issued or claimed from Government and the Crown in respect of any damage to property or injury to or the death of any person as a result of anything done or omitted to be done by the Company its contractors employees agents or others acting under the authority of the Company in the carrying out of the Development and the Company shall make good forthwith any damage caused to any adjoining or neighboring property as a result of the carrying out of the Development.
4. The Company shall use its best endeavours during the carrying out of the Development to protect marine and other wildlife and any vegetation from damage or destruction as a result of the carrying out of the Development and shall comply with all requirements of Government as to such protection.

5. Not to sell or otherwise dispose of any sand earth or other materials extracted as a result of dredging or excavation provided that the Company may use such materials for the proper purposes of the construction of the Development. _
6. At all times to keep the works and structures comprising the Development insured in their full reinstatement value together with all fees of professionals engaged in the Development against such risks as a prudent developer would insure having regard to the nature of the Development and to produce to Government on demand such evidence as Government requires to ensure compliance with this covenant.
7. To comply with all requirements of the Director of Civil Aviation with regard to the carrying out of any part of the Development which might reasonably be expected to affect the safety and security of the airport adjoining the Development or persons using the airport.
8. Not to deposit or allow to be deposited within the Crown Land or on any adjoining or neighbouring land or on any beach or in any waters any toxic or otherwise deleterious substances or materials.

SCHEDULE 7
PLAN 2
(The Salina Land)

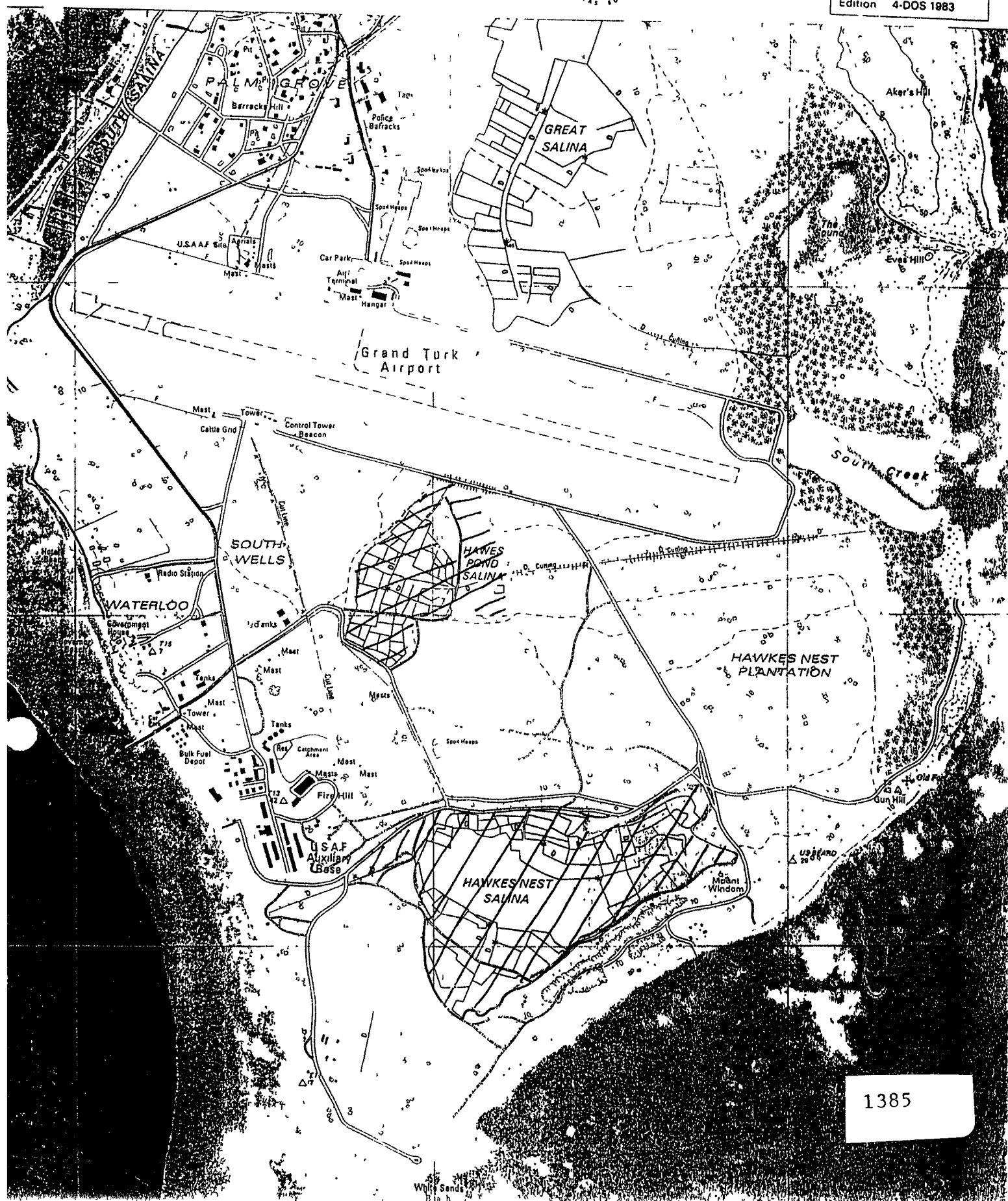


PARCEL SKETCH
 GRAND TURK HARBOUR
 GRAND TURK
 TURKS AND CAICOS ISLANDS

PLAN 1

PLAN 2

Series E8113-(DOS 209)
Sheet **14B**
Edition 4-DOS 1983



TURKS & CAICOS Weekly News

**NOW PUBLISHED
EVERY WEEK**

11, No. 9 May 1st thru 8th, 1998. e-mail: tcnews@tcway.tc PRICE \$ 1.00
THE NATIONAL NEWSPAPER OF THE TURKS & CAICOS ISLANDS — WITH DISTRIBUTION IN THE BAHAMAS

New era of blessing and prosperity for G. Turk



blowers pictured with their ram's horn (shofars) during a symbolic blowing ritual

THEY sang and pranced, prayed and played shofars (ram's horns), and, if they are to be believed, ushered in a new era of blessing and prosperity for Grand Turk.

Jerry Bourne has returned with the bankroll-boys with builders and with brethren, to break (as he promised to, and on the day that he promised to) ground for the Grand Turk Harbour Development Project

Scores of Grand Turk residents, owned stake holders and other interested parties at the proposed site on the evening of Friday April 24 defying the impending showers and the naysayers

With hallelujahs and amens on their lips (and perhaps with corresponding degrees of hope in their hearts) they thronged the Hawks' Nest/ White Sands area - their

Ground-breaking for Grand Turk project

mission to bear witness to the dawn of a new day of economic well-being for Grand Turk, and by extension, the Turks and Caicos Islands (TCI) "

The 'Doubting Thomases' were in all likelihood, not there they were said to be waiting on the heavy equipment to arrive here before they would believe in the project sufficiently to grace any sort of ground breaking occasion with their presence

Johnson out ...

The project recently seemed doomed when a Sun Sentinel article, written by staff writer Larry Lebowitz, began to make the rounds in the TCI

The article, in the Miami-based newspaper, reported that Martin County real estate developer Warren D. Johnson was indicted by a federal grand jury on nine counts alleging bankruptcy fraud, bank fraud and money laundering

Johnson, 55, was the developer who, along with businessman Gerald 'Brother Jerry' Bourne, initially sought to get the project going. Johnson has since been disassociated from

the project

Since Johnson's withdrawal there have apparently been significant changes in the make-up of the development team

According to Bourne, there are additional developers you haven't even heard about as yet. During the ceremony he took time out to announce that the private plane that

(Continued on page 2)



Governor John Kelly

NATIONAL

Grand Turk project

-The bank-roll boys return

Continued from page 1
had landed some minutes earlier, had brought in a small group of these deep-pocketed developers who are now associated with the project

Mission....

Bourne said that in a conversation with Chief Minister Derek Taylor he said to the Chief Minister that he was "here on a mission from God. And I brought investors and I brought people there have been many battles we've won and many we will fight again"

He introduced "Master Builder" Dennis Craglo, to the crowd then supervised the laying of twelve stones which will form part of a 'little memorial garden'

The stones were selected from the area, by the project geologist who based his selections on the 'history' of each rock

To cheers from the throng, Master Builder, Dennis Craglo announced that he and his family are going to 'be moving here permanently' He said that his company has equipment coming

The equipment will be loaded onto the transporting ship in probably two weeks 'he intimated-again to the cheers of his audience

Craglo concluded his short address by saying that he wants 'to get to know each one of you individually and be a part of every thing you do here on this island

Following Craglo's speech Mr Bourne gave an example of 'one of the many battles we've fought'

Last Friday morning, said Bourne 'the shippers called to say that the US customs had denied the loading of a great amount of the equipment because of a new law that just came in Friday morning requiring a longer incubation period at the port'

But, he said "we came with what we had and we didn't postpone because God told us to do it (have the victory march and the ground-breaking ceremony) today, from this day forth this nation will receive a great blessing greater than you could ever imagine"

Bourne said, that, with regard to the equipment, he expects things to 'cycle-in' by next week

God's time

In remarks at the beginning of the two-hour long ceremony which included the symbolic blowing of shotguns, singing, readings of scriptural texts and proclamations of Christian faith and dedication, Tourism Minister, Hon Oswald Skippings said that while many attempts had been made to develop the area before, nothing could have happened on those occasions because the timing was not right God's timing is now

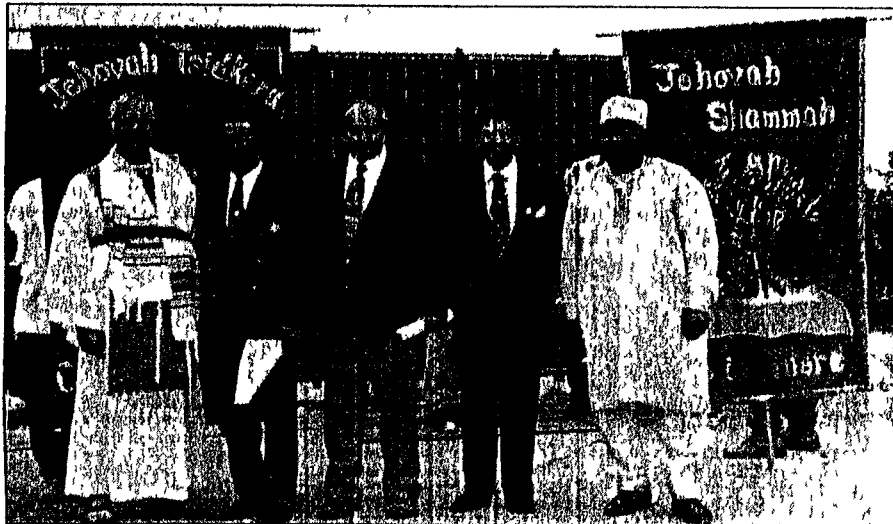
Nothing happens before God's time," said the Tourism Minister He said that he has heard that a 'few people said they that they're not coming out (to witness the ground breaking exercise) unless they hear that the equipment is here the bulldozers and the heavy equipment but the word of God said that it is not by might and it's not by power, but by my spirit, said the Lord"

He said that the PDM government walks 'by faith and not by sight

The Hon Minister said that his government "might look crazy, but so did the children of Israel when they marched around the walls of



Breaking of the ground, TCI officials with Grand Turk Harbour Project principals



Grand Turk blessings from left Gerald Bourne, Chief Minister Derek Taylor, Reg Bodhanya and Tourism Minister Oswald Skippings

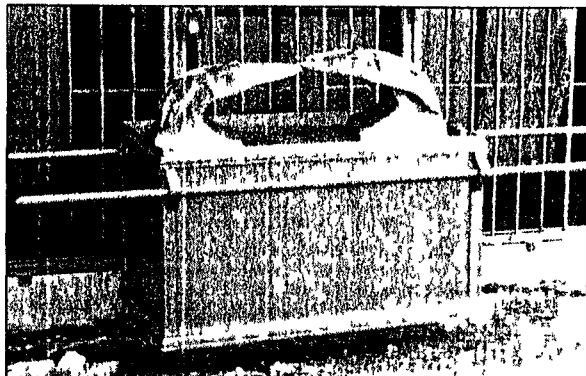
Jericho, seven times, blowing their trumpets they didn't have sledge hammers, they didn't have bulldozers, they didn't even have battering rams " but were still able to bring the walls 'tumbling down'

The secret, he said was in 'praise and singing, thanksgiving (to God) and faith'

Mr Skippings said that many thought the project would 'not have reached this far Notwithstanding their skepticism, he said the developers now have this building (purchased from businessman Evans Storm Mrick) they now have the additional land that was not Crown land they're in the process of getting some additional private land they have equipment on the way - and the Doubting Thomases said it would not happen

Capital

Chief Minister Derek Taylor reiterated and reemphasised much of what was said by Mr Skippings but he added some unique dimensions



In picture is a replica of the Ark of the Covenant (God's covenant with the Children of Israel) This Ark once represented the Mercy seat of God and during the march the replica was carried on the shoulders of four representatives of the Holy of Holies Ministries (an inter-denominational group from the USA) as part of the symbolism which characterised the afternoon's ceremony The Holy of Holies Ministry group is not part of the development team, but came, as friends of developer Gerald Bourne, to help in the ground-breaking celebrations

The Chief Minister who Bourne described as 'a man of God the man for this moment,' told the gathering 'there are times when we have to stand still and see the salvation of God - this is the beginning my people this is the beginning of something good for us

He said that that does not mean that the people of the TCI would not have to labour 'all of us must know that by the sweat of our brows we shall eat bread

There are a number of things that the people of the Turks and Caicos Islands have to do to survive Mr Taylor said 'but there must be faith there must be hope and there must be love

To resounding applause from the gathering the Chief Minister said that 'Grand Turk is the capital of the Turks and Caicos Islands and it will remain the capital

Just as you have London in England and you have Washington in the United States you have Grand Turk in the Turks and Caicos Islands

In what appears to be an allusion to the fact that there have been suggestions that Providenciales should be made the capital of the TCI because of its superior economic performance the nation's leaders said that in the same way that the economic boom in Grand Bahama several years ago did not cause the capital of the Bahamas to be shifted from Nassau so must Grand Turk remain the capital of the Turks and Caicos Islands

In earlier remarks Master of Ceremony Pastor Desmond Michael said that the Grand Turk harbour Development Project will bring prosperity to Grand Turk and by extension the entire Turks and Caicos Islands

Local businessman testifies at Warren Johnson sentencing

PROMINENT businessman and accountant, Rashid "Reg" Bodhanya testified at the sentencing hearing of fellow businessman and the prime mover behind the flopped Grand Turk Harbour Project, Warren Johnson, recently in a West Palm Beach, Florida Court.

Johnson was remanded to prison, last November, 1998, after he was convicted on seven counts of bankruptcy fraud, loan application fraud and money laundering.

He was then liable for a five year imprisonment and a \$250,000 maximum fine on the bankruptcy fraud charge, 30 years and a million dollar fine for the loan application fraud and a ten year jail stretch and a \$250,000 fine for the money laundering conviction.

The 56 year old American was given an "enhanced sentence" of eight years an informed source told this



Rashid "Reg" Bodhanya

newspaper.

The sentencing hearing commenced last week and Johnson was sentenced Wednesday, June 23.

This newspaper understands that Judge Ryskamp said in passing sentence that "...Johnson was a real

schizophrenic.

"One side of the defendant showed that he had done some good things, as well. But it was for God to forgive, not the court".

"Johnson cannot erase the crimes that he has committed. It (money laundering and bankruptcy) have been going on for years and he has corrupted his wife, father, son and son-in-law".

Continued Judge Ryskamp, "...I have more respect for a bank robber than I would for Mr. Johnson".

Meanwhile, Bodhanya's lawyer, Andrew Rogerson of McLean and McNally told this newspaper that his client was subpoenaed to appear in a West Palm Beach court to give evidence against Johnson.

"In so doing, he performed a public duty which enabled the Federal Bureau of Investigation (FBI) and the US Attorney General to achieve a successful result".

Responding to claims that Bodhanya breached the Turks and Caicos Islands confidentiality laws, when he testified at the sentencing hearing, Rogerson said that his client broke no TCI law. He was performing his legal and public duty by giving evidence.

Rogerson dubbed as "absolute nonsense" allegations that Bodhanya embezzled some \$5 million dollars from the Grand Turk Harbour Project and had signed a document, (which this newspaper has seen) promising to pay some \$3.5 million.

He said that those allegations have been "vigorously contested and the fact that the US sought Bodhanya's assistance is an indication of his (Bodhanya) good character".

In relation to the signed document, Bodhanya made, Rogerson said that his client was "threatened and put in physical danger by Mr. Johnson to sign the document".

Gerald Bourne, Johnson and other "Christian" businessmen of the "Beacon of Light Development Co." had proposed a "huge multi-million" dollar project that was likely to bring prosperity to everyone in Grand Turk.

The project slated for the White Sands \ Hawks Nest area, was to appeal to the "upscale American market".

Condominium development around the harbour, constructed in a Mediterranean style, was also mooted.

He was hoping to attract large-scaled hoteliers like Marriott and Hyatt to build around the harbour. A fisherman's village, restaurants, bakeries and such like were also part of the plan.

Johnson had also talked about the construction of a hurricane harbour and a jet port and had indicated that he would have moved to the TCI with his family.

**IN THE TURKS AND CAICOS ISLANDS
IN THE SUPREME COURT**

ACTION NO. CL.

BETWEEN:

**GRAND TURK HARBOUR DEVELOPMENTS LTD.
PLAINTIFF**

AND

**RASHID BODHANYA
1ST DEFENDANT**

AND

**MORRIS, COTTINGHAM ASSOCIATES LIMITED
2ND DEFENDANT**

**ELIZABETH 11, BY THE GRACE OF GOD, OF THE UNITED KINGDOM OF
GREAT BRITAIN AND IRELAND, QUEEN, DEFENDER OF THE FAITH AND
SO FORTH**

**TO: Mr. Rashid Bodhanya
Waterloo Road
Grand Turk**

**AND Morris, Cottingham Associates Limited
Hibiscus Square,
Pond Street
Grand Turk**

WE COMMAND YOU that you do appear at the sitting of the Supreme Court to be held at Grand Turk on the day of 1999 to answer a claim of the above-named Plaintiff for Damages for Breach of Trust and Breach of Contract as stated in the attached General Endorsement and for interest and other relief

If you desire to contest this action you must within (7) seven days of the date of service of this Writ on you, enter an appearance by giving notice in writing of your intention to appear and defend to the Registrar, together with an address for service upon you of any matter relating to these proceedings.

1389

TGI-5-PG.1

GENERAL ENDORSEMENT

The Plaintiffs' Claim is for Damages in that:-

1. That the 1st Defendant deliberately acted in a manner to cause harm to the Plaintiff's trade and business and in the alternative he did so with other persons unknown in the conspiracy.
2. The 1st Defendant breached his trust to hold stocks and monies on behalf of the Plaintiff pursuant to a declaration signed by him in July 1997.
3. The 1st and 2nd Defendants were also in breach of trust by virtue of a declaration of trust signed by them on the 18th July, 1997.
4. The 1st Defendant being the majority owner of the Insurance Company wrongfully authorized a wire transfer of \$605,000.00 to the AM South Trust Department even though he was not authorized to do so in his capacity as Director of the Plaintiff's Company.
5. The Plaintiff claims an account from the 1st Defendant, a Director of his Company for all cheques signed by him to himself, Sitting Pretty Hotel, Guananhani Beach Resort, Coral Reef, Pelican Properties, Turks and Caicos Investment Ltd., Grand Turk Hotel Ltd., and other institutes.
6. The Plaintiff claims damages from the 1st Defendant in failing to sell Grand Turk Hotels Ltd., comprising of the Sitting Pretty Hotel, Coral Reef Condominiums and Beach Club and the Guananhani Beach Hotel and Stocks in Harvard Fund Ltd.
7. As against the 1st and 2nd Defendants an order directing the said Defendants to pay to the Plaintiff the sum of \$5,513,134.00 taken from the Plaintiff's account and from the account of Harvard Fund Ltd. and Merchants Trust Ltd. during their dealings with the Plaintiff.

Dated the 3rd day of September, 1999.


Attorney for the Plaintiff

Filed by Lloyd Rodney of Rodney & Associates Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is Suite # 8 Dominion House, P. O. Box 120, Airport Road, Grand Turk, Turks and Caicos Islands, B. W. I.

The Plaintiff's claim against the Defendants for Damages for Breach of Trust and Contract with interest and for other relief as stated in the attached General Endorsement and for costs and if the amount be paid to the Plaintiff within 12 days from the service hereof further proceedings will be stayed.

If you wish to defend the Plaintiff's claim you must also within (14) fourteen days after service of the Plaintiff's Statement of claim lodge in the office of the supreme Court a defence. A copy of your defence sealed with the seal of the Court must be served on the Plaintiff within fourteen days of the receipt of the Plaintiff's Statement of Claim


If your Defence be set off you must eight clear days before the return of the Writ lodge in the office of the Court a notice with the particulars of such set off.

If your Defence be that of Infancy you must lodge in the office of the Court and also deliver to the Plaintiff eight clear days before the return of the Writ a notice thereof in writing setting forth in such notice the supposed place and date of your birth.

If your Defence be a coverture you must eight clear days before the return of the Writ lodge in the office of the Court notice thereof in writing setting forth in such notice the place and date of your marriage together with the Christian and Surname of Husband.

If your Defence be a statute of limitation you must eight clear days before the return of the Writ lodge in the office of the Court notice setting forth the section and short title of the Statute upon which you rely.

If your Defence is a tender you must eight clear days before the return of the Writ lodge in the office of the Court notice thereof in writing and at the same time make payment into the Court (which may be without costs) of the amount alleged to have been tendered.

Per 
LLOYD RODNEY
Attorney for the Plaintiff

Dated this 3rd day of September, 1999

This Writ was issued by Lloyd Rodney of **RODNEY & ASSOCIATES** Attorney for the Plaintiff, whose address for service is Suite # 8, Dominion House, P. O. Box 120, Airport Road, Grand Turk, Turks & Caicos Islands.

1391

This Writ was served on the Defendants by

On day of 1999

AND TAKE NOTICE that in default of your so doing the said **GRAND TURK HARBOUR DEVELOPMENTS LTD.** may proceed therein to Judgement and execution.

WITNESS HIS LORDSHIP the Chief Justice Hon. Richard Ground QC. of our said Supreme Court at Grand Turk, the 3rd day of September in the year of Our Lord One Thousand Nine Hundred and Ninety Nine and of our reign the year

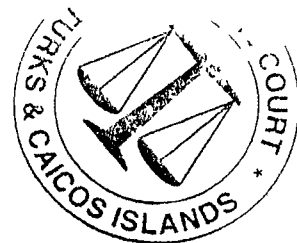
**REGISTRAR OF
THE SUPREME COURT**

(ix) Costs.


Attorney for the Plaintiff

DATED this 7th day of October 1999

SERVED by Rodney & Associates Attorney for the Plaintiff whose address for service is
PO Box 120, Suite 2, Dominion House, Airport Road, Grand Turk, Turks & Caicos
Islands.



1393

**IN THE TURKS AND CAICOS ISLANDS
IN THE SUPREME COURT**

ACTION NO CL 69/99

BETWEEN:

GRAND TURK HARBOUR DEVELOPMENTS LIMITED

First Plaintiff

-and-

RASHID BODHANYA

First Defendant

FILED IN THE SUPREME COURT
TURKS & CAICOS ISLANDS

DATE: 7/10/99 TIME: 3:42 PM MORRIS COTTINGHAM ASSOCIATES LIMITED

Second Defendant

BY: 

STATEMENT OF CLAIM

A. DRAMATIS PERSONAE

1. The Plaintiff is and was at all material times a limited liability company duly incorporated under the Laws of the Turks and Caicos Islands under the Companies Ordinance 1981 as amended, which was incorporated for the purpose of commercial activities in the Turks and Caicos Islands, including the purchase of Land and development thereon.
2. Harvard Fund Limited ("Harvard Fund") is a company incorporated in and under the Laws the Island of Nevis on 24th September 1996, and registered under No F467(E) as a Foreign Company being continued in the Turks and Caicos Islands as an Exempted Company under the Companies Ordinance 1981, on 4th November 1997. As at June 1997, Harvard Fund held 500,000 shares in IceBan America Inc.
3. Merchants Trust Limited ("Merchants Trust") is a company incorporated in and under the Laws the Island of Nevis on 24th September 1996, and registered under No F468(E) as a Foreign Company being continued in the Turks and Caicos Islands, as an Exempted Company under the Companies Ordinance 1981, on 4th November 1997. As at June 1997, Merchants Trust held 500,000



1394

shares in IceBan America Inc.

4. IceBan America Inc is and was at all relevant times a Corporation incorporated in the United States of America.
5. The First Defendant is and was at all material times Managing Director of the Second Defendant and a partner in the firm of Morris Cottingham & Co, Accountants.

Between 18th June 1997 and 11th March 1998 the First Defendant was Managing Director of the Plaintiff and between 26th April 1998 and 21st July 1998 the First Defendant was a Director of the First Plaintiff.

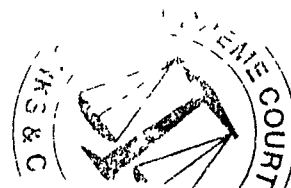
Between 24th September 1996 and 20th July 1998 the First Defendant was a Director of Harvard Fund.

Between 24th September 1996 and 20th July 1998 the First Defendant was a Director of Merchants Trust.

6. The Second Defendant is and was at all material times a limited liability company incorporated under the Laws and Calcos Islands under the Companies Ordinance 1981 as amended, and a provider of corporate management services. The Second Defendant incorporated the Plaintiff on or about 18th January 1997 and held the office of Secretary to the Plaintiff from 18th June 1997 until 6th November 1998.
7. Morris Cottingham & Co ("MC & Co") is a firm of Chartered Accountants, of which the First Defendant is a partner, and which firm was instructed as accountants on behalf of the Plaintiff.

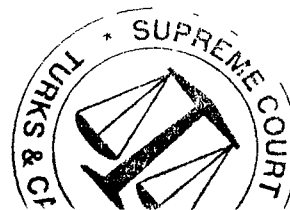
B. THE BACKGROUND

8. From in or about December 1996, proposed investors from the United States of America commenced negotiations for the proposed acquisition from The Crown of approximately 400 acres of land on the Grand Turk Island for the purposes of a major waterfront development ("the Development"). The investor's representative for the purposes of these dealings was primarily one Gerald Bourne. Mr Bourne was introduced to the First Defendant as a person who in his capacities on the Turks and Caicos Islands as Corporate Manager and Accountant could serve and protect the interests of the proposed investors, and assist, inter alia, in corporate management and administration, and provision of accounting services.



9. The First Defendant advised Mr Bourne to engage the First Defendant and/or the Second Defendant as Corporate Managers and to engage MC & Co as Accountants of the Limited Company which was to be incorporated under the Laws of the Turks and Caicos Islands for the purposes of the Development.
10. Acting upon the advice of the First and/or Second Defendant, upon the instructions of Mr Bourne to the First Defendant, the Plaintiff was incorporated by the Second Defendant as the Limited Company which would undertake the Development, and the First Defendant and Second Defendant were appointed Corporate Managers of the Plaintiff.
11. On or about 18th June 1997:-
 - i) The First Defendant was appointed Managing Director of the Plaintiff.
 - ii) Pursuant to a resolution of the Board of Directors of the Plaintiff, the Plaintiff accepted from its shareholder as the shareholder's contribution to the assets of the First Defendant, the entire issued and outstanding shares in the issued share capitals of Harvard Fund and Merchant Trust, represented by one share in each company, it being recorded and reported by the First Defendant as Chairman, that Harvard Fund and Merchants Trust each held 500,000 shares in the capital of IceBan America Inc.
12. In or about June of 1997, the First Defendant was appointed as the person responsible for the management of the Plaintiff, and the First Defendant procured his appointment as sole Signatory in respect of the Plaintiff's account with Barclays Bank Plc on Grand Turk, Turks and Caicos Islands.
13. In or about June of 1997, the First and/or Second Defendant procured the engagement by the Plaintiff of an associated company, of the Second Defendant Apollo Nominees Limited as holding company in respect of shares in the Plaintiff. The First Defendant and/or Second Defendant procured the appointment by the Plaintiff of a further company Turks and Caicos Investment Limited in which the First Defendant was interested to hold investment funds for and on behalf of the Plaintiff Company.
14. In or about June of 1997 the First Defendant was appointed director of Harvard Fund and Merchants Trust and an associated company of the First and/or Second Defendant, Apollo Investments Limited was appointed as second Director of Harvard Fund and Merchants Trust.

1396



15. Pursuant to 2 (two) Declarations of Trust each dated 12th June 1997 signed by the First Defendant for and on behalf of Apollo Nominees Limited, Apollo Nominees Limited acknowledged and declared:

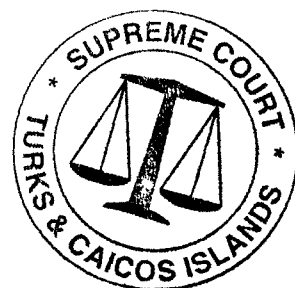
- i) That it was the registered proprietor and shareholder of 45 and 10 ordinary shares in the Plaintiff, which shareholdings it held as nominee in Trust for the Principals therein mentioned
- ii) That the shares were the property of the Principals therein. Further, Apollo Investments Limited undertook and agreed to:
 - a) Hold the shares in trust for the Principals
 - b) Exercise the voting rights conferred by the shares in accordance with the instructions of the Principals
 - c) Pay over all dividends received by virtue of ownership of the said shares to the Principals, or their order
 - d) Transfer upon demand the said shares to the Principals or their order.

16. By a Declaration of Trust executed on 18th June 1997 the First Defendant acknowledged and declared:

- 1) That he was the nominee and registered proprietor and shareholder of one ordinary share in Harvard Fund.
- 2) That he held the said Share as nominee in Trust for the Plaintiff, as Principal;
and the First Defendant undertook and agreed as Trustee to:
 - a) Hold the share in trust for the Plaintiff
 - b) Exercise the voting rights conferred by the share in accordance with the instructions of the Plaintiff
 - c) Pay over all dividends received by virtue of ownership of the said share to the Plaintiff, or its order
 - d) Transfer upon demand the said share to the Plaintiff or its order.

17. By a Declaration of Trust executed on 18th June 1997 the First Defendant acknowledged and declared:

1397



- 1) That he was the nominee and registered proprietor and shareholder of one ordinary share in Merchants Trust.
- 2) That he held the said share as nominee in Trust for the Plaintiff, as Principal; and the Plaintiff undertook and agreed as Trustee to:

- a) Hold the share in trust for the Plaintiff.
- b) Exercise the voting rights conferred by the share in accordance with the instructions of the Plaintiff
- c) Pay over all dividends received by virtue of ownership of the said share to the Plaintiff, or its order
- d) Transfer upon demand the said share to the Plaintiff or its order.

18. By a Declaration of Trust executed on 18th June 1997 by the First Defendant both in his personal capacity and for and on behalf of Apollo Trust Corporation Limited (together referred to as the 'nominees') acknowledged and declared.

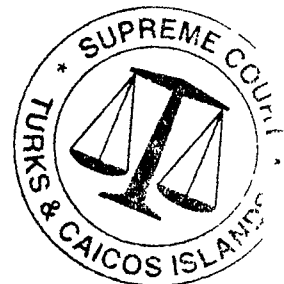
- 1) That they were the nominees and registered proprietors and shareholders of one ordinary share in Merchants Trust.
- 2) That they held the said shares as nominees in Trust for the Plaintiff, as Principal;

and the First Defendant and Apollo Trust Corporation Limited undertook and agreed as Trustee to:

- a) Hold the share in trust for the Plaintiff
- b) Exercise the voting rights conferred by the share in accordance with the instructions of the Plaintiff
- c) Pay over all dividends received by virtue of ownership of the said share to the Plaintiff, or its order
- d) Transfer upon demand the said share to the Plaintiff or its order.

19. By an Agreement, made in March 1998 between John Philip Kelly LBO MBE, Governor of the Turks and Caicos Islands acting on behalf of the Government of the Turks and Caicos Islands (1) John Philip Kelly LBO MBE acting in the name of and on behalf of Her Majesty Elizabeth II ("The Crown") (2) and the Plaintiff (3) the Plaintiff entered into an agreement relating to development of land and

1398



properties comprising approximately 381.46 acres situated in the South suburbs on the Island of Grand Turks and Caicos Islands. The Plaintiff will refer to the terms of the agreement for its full provisions and effect.

20. In the course of a Board Meeting of the Plaintiff Company on 25th May 1998, at which First Defendant and Mr Denis Claglo were present, and Mr Gerald Bourne attended by conference call, it was resolved that whereas either the First Defendant or Mr Ervin M. Quelch would be permitted to execute cheques, to debit the Plaintiff's account for any amount not exceeding US\$2,500, any cheques or drawings for amounts in excess of US\$2,500 would require the signatures of the First Defendant and either Mr Ervin M. Quelch or Mr Denis Claglo.

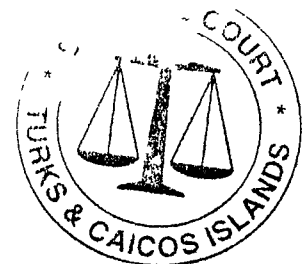
C. **THE POSITION OF THE FIRST DEFENDANT - FIDUCIARY DUTIES AND DUTIES OF CARE OWED TO THE PLAINTIFF**

21. In the premises, the First Defendant owed to the Plaintiff fiduciary duties, and/or duties to act bona fide in the best interests of the Plaintiff, and/or to exercise the powers granted to him for proper purposes and/or to not permit his personal interests to conflict with the interests of or his duties to the Plaintiff and/or to not make or to procure unauthorised personal benefit, and to exercise reasonable care skill and diligence in the execution of his duties on behalf of the Plaintiff.

22. The said fiduciary duties and/or duties of care of the First Defendant to the Plaintiff arose, inter alia, in consequence of :-

- a) The First Defendant's office as Managing Director and/or Director of the Plaintiff; and/or
- b) The First Defendant's office as Managing Director of the Second Defendant appointed as corporate managers of the Plaintiff; and/or
- c) The First Defendant's status as Partner in MC & Co, the Accountants of the Plaintiff; and/or
- d) The Declaration(s) of Trust dated 12th June and 18th June 1997 particularised above at paragraphs 15 to 18.

1399



D. THE POSITION OF THE SECOND DEFENDANT - FIDUCIARY AND OTHER DUTIES OWED TO THE PLAINTIFF

23. In the premises, the Second Defendant owed to the Plaintiff fiduciary duties, and/or duties to act bona fide in the best interests of the Plaintiff, and/or to exercise the powers granted to it for proper purposes and/or to not permit its interests or those

of its officers or employees to conflict with the interests of, or its duties to, the Plaintiff and/or to not make or to procure unauthorised personal benefit, and to exercise reasonable care skill and diligence in the execution of his duties on behalf of the Plaintiff.

24. The said fiduciary duties and/or duties of care of the Second Defendant to the Plaintiff arose in consequence of :-

- a) Its appointment as provider of corporate services to the Plaintiff, and/or
- b) Its status as officer (secretary) of the Plaintiff; and/or
- c) Its employment of the First Defendant.

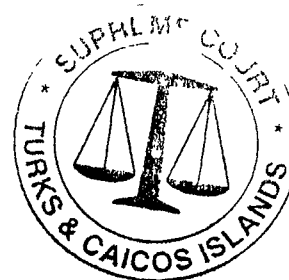
E. THE DEFENDANTS BREACHES OF THEIR OBLIGATIONS

25. In breach of the said obligations, the First and/or Second Defendants have failed to discharge their fiduciary and other duties to the Plaintiff as particularised above.

(a) PARTICULARS OF BREACHES OF FIDUCIARY AND OTHER DUTIES OF THE FIRST AND/OR SECOND DEFENDANTS

- (i) In respect of breaches of the First Defendant particularised hereunder, the Second Defendant was party thereto, or further or alternatively knew or ought to have known of the First Defendant's breaches of his duties having regard to its employment of the First Defendant, and/or further or alternatively is vicariously liable in respect of the same.

1400



- (ii) In or about late December 1997 the First Defendant procured the transfer of 160,000 shares in IceBan America Inc held by Harvard Fund and a further 160,000 shares held by Merchants Trust (which shares represented part of the assets of the First Plaintiff) to be transferred to AM South Bank, in respect of dealings between Standard Star Trust Insurance Company Limited (as Grantor), T.H.E Insurance Company as (Beneficiary) and AM South Bank (as Trustee). The First Defendant is a director of T.H.E Insurance Company, and the said transfers were made for the benefit of the First Defendant's interests to the detriment of those of the Plaintiff, and/or fraudulently. The Plaintiff having no interest in the relevant dealings and deriving no benefit therefrom.
- (iii) In or about late December 1997, the First Defendant and/or Second Defendant authorised and procured there to be made a bank transfer of US\$605,000 from funds held on behalf of the Plaintiff to AM South Bank [for the benefit of Standard Star Trust Insurance Company Limited], and a further US\$100,000 from funds held on behalf of the Plaintiff to First Union National Bank, St Petersburg, Florida for the benefit of a William Gregory. The said transfers were made for the benefit of the First Defendant's interests to the detriment of those of the Plaintiff, and/or fraudulently, the Plaintiff having no interests in the relevant dealings and deriving no benefit therefrom.
- (iv) From in or about January of 1998 the First Defendant and/or Second Defendants were requested on behalf of the Plaintiffs to provide accounting and documentation as regards dealings in relation to the Plaintiff but failed to provide information throughout February and March 1998.
- (v) The First Defendant signed cheques and procured there to be paid from funds and accounts held for and on behalf of the Plaintiff substantial monies in favour of the First Defendant and/or Second Defendants and companies or entities or business interests in which the First Defendant and/or the First Defendant's family and/or Second Defendant held interests or were interested including The Sitting Pretty Hotel, The Guanahani Beach Resort, Coral Reef, Pelican Properties Limited, Turks and Caicos Provident Limited, Landfall Development Corporation Limited, Grand Turk Hotels Limited and Mega Power Construction Company (the latter being a company in which the First Defendant's brother held an interest). These payments were not for the benefit of the Plaintiff, and in Schedule 1 to this Statement of Claim there are set out details of such cheques drawn/payments made, totalling US\$1,790,266.29.

1401



- (vi) Notwithstanding the Resolution made at the Board Meeting of the Plaintiff 25th May 1997 as particularised at paragraph 20 above, the written record of the Board Meeting prepared in the absence of Mr Bourne on 25th May 1998, and prepared by the First and/or Second Defendants provided that payment of amounts in excess of US\$2,500 would require the signatures of the First Defendant, or Ervin M. Quelch and Mr Denis Claglo and the First Defendant procured a Bankers Mandate to be executed on 25th May 1998 to such effect. Following 25th May 1997 the First Defendant continued to execute cheques and debit the Plaintiff's Bank account with Barclays Bank Plc by amounts in excess of US\$2,500, drawing 19 cheques to a value of US\$253,166.29, particulars of which are set out in Schedule 1 to this Statement of Claim.
- (vii) On 20th July 1998, a Board Meeting of Harvard Fund took place at which meeting the First Defendant resigned as Director of Harvard Fund. Notwithstanding such resignation, subsequent to 20th July 1998 and on 21st July 1998 the First Defendant drew 2 (two) cheques to a total value of US\$200,000 in favour of Turks & Caicos Provident Limited. Particulars of the 2 (two) cheques are set out Schedule 1. Further by way of a letter dated 22/7/98 purportedly on behalf of Harvard Fund, the First Defendant stated 'I wish to stress that under no circumstances should any information be given to any other party than myself in respect of Harvard Fund Ltd'
- (viii) By a written Agreement signed by the First Defendant on 21st July 1998 the First Defendant admitted having transferred without authority cash and stock to creditors for his own benefit while he was a director and fiduciary of the Plaintiff and the First Defendant agreed to provide Harvard Fund and Merchants Trust on behalf of the Plaintiff US\$3,500,000 by way of compensation to the Plaintiff, the value of which was to be represented by the transfer of various properties which the First Defendant represented he owned, which were set out in a Schedule attached to that Agreement, a copy of which is appended to this Claim. The Plaintiff will refer to the said Agreement for its full terms and effect. The First Defendant failed to comply with that Agreement and his representations made as to his ability to transfer the relevant properties was false.
- (ix) Further or alternatively, the First Defendant permitted his interests to conflict with those of the Plaintiff, its investors and shareholders.

1402



- (X) - Inter alia, the First Defendant permitted his interests to conflict with those of the Plaintiff when in response to the shareholders of the Plaintiff expressing interest in the need to acquire local accommodation and investments, from in or about May of 1997, the First Defendant represented to the Plaintiff that he was in a position to sell to the Plaintiff or its nominees free of charge, his interests in Grand Turk Hotels Limited and/or other companies that operated 3 Hotel properties known as The Sitting Pretty Hotel, The Coral Reef Condominiums and Beach Club ("Coral Reef") and the Guanahani Beach Resort Hotel ("Guanahani"). The representation was false and/or made fraudulently.

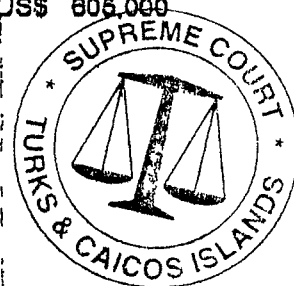
PLAINTIFF'S LOSS AND DAMAGES

26. The breaches and/or negligence by the First and/or Second Defendant complained of have caused the Plaintiff loss and damage.

PARTICULARS OF LOSS AND DAMAGE TO PLAINTIFF

- (i) Loss of value of stocks and funds held by or on behalf of Plaintiff for the purposes of its proposed investments and development to a value totalling in excess of US\$5.415 million, including the following
- (ii) Loss of value of 160,000 shares in IceBan America Inc held by Harvard Fund on behalf of the Plaintiff transferred to AM South Bank on behalf of Star Trust Insurance Company Limited US\$1,460,000
- (iii) Loss of value of 160,000 shares in IceBan America Inc held by Merchants Trust on behalf of the First Plaintiff transferred to AM South Bank on behalf of Star Trust Insurance Company Limited US\$1,460,000
- (iv) Funds held on behalf of the Plaintiff transferred to AM South Bank on behalf of Standard Star Insurance Company Limited on in or about December 1997 US\$ 605,000

1403



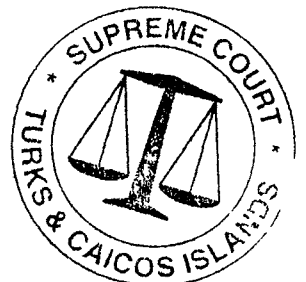
- (v) - Funds held on behalf of the Plaintiff transferred to First Union National Bank St. Petersburg, Florida for account of William Gregory in or about December 1997 US\$ 100,000
- (vi) Funds transferred to Grand Turk Hotel Limited, The Sitting Pretty Hotel, The Guanahani Beach Resort, Coral Reef Condominiums and Beach Club, Pelican Properties, Turks and Caicos Investments Limited and Mega Power Construction Limited and/or the First Defendant's family's interests US\$1,790,266.29

AND THE PLAINTIFF CLAIMS

(a) Against the First and Second Defendant:-

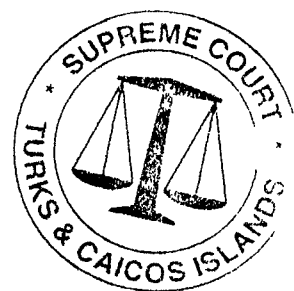
- (i) Damages
- (ii) A Declaration that the First and Second Defendants have breached their fiduciary duties to the Plaintiff, including breach of trust to hold stocks and monies on behalf of the Plaintiff pursuant to Declarations of Trust signed on 18th June 1997 in or about June 1997
- (iii) Against the First and/or Second Defendant an account in respect of all monies received arising from unauthorised disposal of stocks in IceBan America Inc held by the Defendants on behalf of the Plaintiff.
- (iv) Further and alternatively against the First and Second Defendants an account and Order for payment of all payments authorised by the First and/or Second Defendants for the benefit of the First Defendant, and/or to Standard Trust Insurance Company Limited, William Gregory, Grant Turk Hotels Limited, Coral Reef Beach Resort, Pelican Properties Limited, Landfall Development Corporation Limited, Mega Power Construction Company.
- (v) An Order for payment to the Plaintiff of all monies taken or misappropriated by the First Defendant on its own count or acting on behalf of the Second Defendant or as acting as Trustee of the Plaintiff and Injunction restraining the First Defendant from disposing of any interest which he holds in respect of the properties set out in exhibit "A" to the Agreement dated 26th July 1998

1404



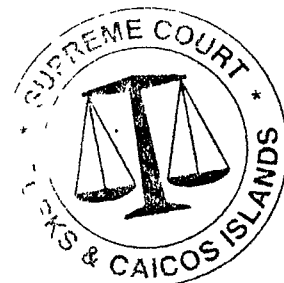
- (vi) An Order that the First and Second Defendants produce and preserve and present for inspection and taking of all documents as defined in section 3 of the Evidence Ordinance as it relates to :-

1405



- (a) The relationship, affairs and dealings between the Plaintiff and the First Second and Third Defendant; and
 - (b) The issue of shares by the First and Second Defendant.
 - (c) The location of any assets or interest held by the First Defendant whether jointly or severally or otherwise including but not limited to Grand Turk Hotels Limited, The Sitting Pretty Hotel, Coral Reef Condominium and Beach Club, and the Guanahani Beach Resort.
 - (d) Any assets representing directly or indirectly the proceeds of any asset which were formerly held by the First Defendant or any interest from any sale of property/assets which the First Defendant has held any interest.
 - (e) Any Bank accounts held in the names of the First and /or Second Defendants and/or Company and other entities in which the First and Second Defendant hold or have held interest since in or about May of 1997, including, Star Trust Insurance Company Limited, William Gregory, Grant Turk Hotels Limited, Coral Reef Beach Resort, Pellican Properties Limited, Landfall Development Corporation Limited, Mega Power Constructions Company [Freeman Properties Limited].
 - (f) Any property of any kind whatsoever owned or controlled or in which the First and/or Second Defendants hold interest, or such interests held on behalf of them or in trust for them,
- (vii) Further and/or other relief.
- (viii) Interest on all monies found to be due from the Defendants or any of them to the Plaintiff at the rate of []% for such period(s) as the Court deems just.

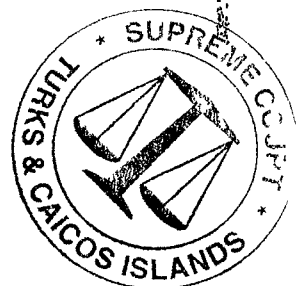
1406



REAL ESTATE OWNED BY RASHID BODHANYA

1. 15 HOMES IN PALM GROVE VILLAGES, GRAND TURK, T.C.I.
2. EXECUTIVE HOME ON 150 L.F. BEACH FRONT AT GOVERNOR'S BEACH, GRAND TURK, T.C.I. (1.4 ACRES)
3. 8 BEACH FRONT COVAGES, GRAND TURK, T.C.I.
4. BEACHFRONT HOMES AT SOUTH BAY, GRAND TURK, T.C.I.
5. WATER'S EDGE RESTAURANT & LAND ON GRAND TURK, T.C.I.
6. RESTAURANT ON PROVO, T.C.I.
7. COMMERCIAL PROPERTY ON POND STREET, GRAND TURK, T.C.I.
8. NUMEROUS SINGLE FAMILY COTS ON GRAND TURK, T.C.I.
9. LEASE/OPTION ON SITTING PRETTY HOTEL
10. GUANAHANEE HOTEL, GRAND TURK, T.C.I.
11. CORAL REEF HOTEL, LAND & SUBDIVISION
12. STOCK INTEREST IN GRAND TURK HARBOUR DEVELOPMENTS, LTD.
13. SHARES TRANSFERRED FROM THE HARVARD FUND, LTD AND MERCHANTS TRUST, LTD. IN THE AMOUNT OF 320,000 SHARES ICE BAN AMERICA, INC. TO (AM SOUTH BANK) AS TRUSTEE FOR T.H.E. INSURANCE COMPANY.

1407



June 1997 – Gerald Bourne and the Johnson Family, represented by Warren Johnson as Consultant, enter into agreement to develop 400 Acres of Crown Land into a waterfront multilevel residential and resort community named Grand Turk Harbour, Ltd

- With need for local registered agent and managing director they hire Reg Bodhanya to assist in corporate oversight and administration of Grand Turk Harbour, Ltd Reg suggests the use of Morris Cottingham and Associates as corporate managers and accountants Reg is also Managing Director of Morris Cottingham and associates Reg uses Morris Cottingham holding company, Apollo Nominees, Ltd, as holding company of shares in GTHDL For the purpose of holding investment dollars he suggests another personally held company, Turks and Caicos Investment, Ltd. *NOTE: EXTREME CONFLICT OF INTEREST AS REG IS DIRECTOR OF ALL COMPANIES, IN CHARGE OF OVERSIGHT OF COMPANIES, INCHARGE OF COMPANY RESPONSIBLE FOR MANAGEMENT AND SOLE SIGNATOR ON GTHDL CHECKS.*
- GTHDL expressed interest and need in local lodging and investments They **never** enter into agreement with Reg to buy his company Grand Turk Hotels, Ltd and the attached hotels/resorts known as Sitting Pretty Hotel, Guanahani Beach Resort, Coral Reef Hotel and Beach Club, and Water's Edge Townhomes for \$10.5 Million Dollars *NOTE: REG DOES NOT OWN HOTELS. IS OWNER OF GRAND TURK HOTELS, LTD., THE MANAGEMENT COMPANY OF THE GUANAHANI BEACH RESORTS. HE LEASES OTHER HOTELS/PROPERTIES WITH THE RIGHT TO SEEK SALE*

December of 1997 – Reg illegally transfers 120,000 shares of Ice Ban America, Inc stock out of Merchants Trust, Ltd and out of Harvard Fund, Ltd valued at approximately \$10 a share for personal benefit to AmSouth Bank of Florida This is for an insurance company, T H E Insurance, he owns that is in default with its creditors Standard Star Insurance Reg also authorizes wire transfers of \$605,000 to AmSouth Trust Department and \$100,000 to First Union National Bank, St Petersburg, Florida

1408

both for client Standard Star Insurance ($320,000 \times \$10 = \$3,200,000 + 605,000 + 100,000 = \$3,905,000$) *note possibility that 4705,000 was a verbally authorized loan but no terms or documentation exists.*

January 1998 – Reg is asked for documentation regarding accounting and business dealings as well as hotel deal. Reg claimed that database on computer was corrupted and could not supply

February 1998 through March 1998 – Reg continues to refuse to show documentation regarding due diligence and paperwork

April 1998 through July 1998 – Reg continues to embezzle funds by writing checks to himself and/or his personally ^{owned} companies or properties as sole signature and Managing Director of GTHDL Checks were paid to Reg Bodhanya, Sitting Pretty Hotel, Guanahani, Coral Reef, Pelican Properties, Turks and Caicos Investments, Ltd Totaling \$334,000

- May 25, 1998 Board of Directors resolution and Barclays Bank resolution declared that for any check over \$2,500 a second signature by a signatory had to be on the check. No check for any amount, over \$2500 or not, has a second signature on it Reg Bodhanaya personally signed all checks.

July 1998 – Gerry Bourne and Warren Johnson on behalf of Johnson Family confront Reg with theft in meeting at Miami International Airport

- Reg admits to theft and signs confession and agrees to work out settlement
- Warren Johnson offers Reg grace and compassion by lowering the stolen amount to \$3,500,000 and agreeing to not go public with facts or have Reg arrested which would ruin his career
- Kevin Coupland, Misick and Stanbrook, lawyer for GTHDL has confession confirmed by Reg and points out that Reg does not own enough assets to cover stolen amount. Also, Coupland points out inflated values of assets offered by Reg A balance of \$800,000 can never be covered and the deal never signed.

- Reg resigns from GTHDL July 21, 1998 and Merchants Trust and Harvard Fund on July 20, 1998
- Payments to various Reg Bodhanya owned companies cease after July 21, 1998 thereby proving not necessary expenditures of GTHDL
- Reg takes adversarial position against GTHDL and begins smear campaign against GTHDL, Warren Johnson, Ice Ban America and Gerry Bourne to local government and especially Governor Kelly, who he meets for breakfast almost daily

August 1998 to October 1998 – Reg reneges on agreement to pay back stolen amount Reg is confronted by Gerry Bourne regarding debt and tells Gerry that, in effect, money is gone and he can do nothing about it He also claims continued ownership of Harvard Fund, Ltd as part of his deal for the hotels even though he resigned in July

November 1998 – Reg goes to Ice Ban America stockholders meeting and fraudulently votes the Ice Ban shares in Harvard Fund, Merchants Trust (?) and other shares where Warren D Johnson, Jr was listed as owner of record at issuance President of Ice Ban America, George Janke, was aware of inability to meet quorum ten minutes prior to meeting Reg signed proxies for the vote but left slate of officers blank

February of 1999 – GTHDL appoints new Directors and new Managing Director, who begins investigation into the company's finances

May of 1999 – GTHDL Managing Director obtains written proof in cancelled checks of embezzlement of \$334,000 and documentation on AmSouth Insurance fraud and theft

- No written documentation found authorizing Reg Bodhanya to write the checks in question as legitimate expenditures
- No written documentation of any Reg Bodhanya business dealings or authority other than Board meetings where he or a representative of his from Morris Cottingham and Associates presided
- No memos or vouchers for Reg Bodhanya expenditures

DOCUMENTATION INCLUDED

- CANCELLED CHECKS
- BARCLAYS BANK LEDGER
- MINUTES OF SPECIFIC MEETINGS
- BODHANYA CONFESSION AND PAYMENT AGREEMENT
- CONFIRMATION OF KEVIN COUPLAND WORKING ON SETTLEMENT
- DOCUMENTATION OF AMSOUTH FRAUD

R. BODHANYA

PO Box 156, Grand Turk, Turks & Caicos Islands

British West Indies

Telephone: 649 946 2504

Fax: 649 946 2503

E-Mail Address: MCAL-RB @tcway.tc

267C

24 July 1998

To: Elliot Kagna
Union Securities Ltd

via fax: 649 691 2859

Dear Mr. Kagna,

With reference to our telephone conversation of yesterday, I hereby confirm that I am no longer a Director of ~~HARVARD FUND, Ltd~~ and am in no way from hereon connected to it. I assume you will be hearing directly from ~~HARVARD FUND Ltd~~ with regard to new Directors etc.

Should you have any queries, please contact me urgently by telephone.

Yours sincerely,


Rishi BODHANYA
Jerry BOUANE

Attested AS to ORIGINAL Signature
By Rishi BODHANYA

1412

HARVARD FUND, LTD.

MINUTES of a Meeting of the Board of Directors of the Company, held at Hibiscus Square, Pond Street, Grand Turk, Turks and Caicos Islands, B.W.I. 20th July, 1998.

Present: Mr. Rashid Bodhanya

Apollo Investments Limited, by its duly authorised representative, Mr Rashid Bodhanya

1 CHAIRMAN AND SECRETARY

By agreement, Mr. Bodhanya took the Chair.

2 NOTICE AND QUORUM

The Chairman found that notice of the Meeting had been given to all those entitled to attend and that a quorum was duly constituted by those present.

3 BANKERS

It was RESOLVED that Barclays Bank Plc., Front Street, Grand Turk, Turks and Caicos Islands, shall continue to act as Bankers to the Company; that the resolutions contained in their standard form of Mandate be changed so as to permit the execution of cheques, instructions, or endorsements by Mr. Ervin M. Quelch, Authorised Signatory, alone.

It was also further RESOLVED that the terms of a mandate to such effect be incorporated into these Minutes by reference, and that the Company Secretary be directed to attach hereto a copy of the said mandate when duly completed.

4. ADJOURNMENT

There being no further business, the Meeting was declared closed.

Chairman

Secretary

Jerry BOURNE

ATTESTED AS to ORIGINAL SIGNATURE
BY RASHID BODHANYA

07-24-1998 05:20PM

6499462503

TCI-6-PG.6

1413

CERTIFICATE OF RESOLUTIONS

OF

HARVARD FUND, LTD.

Registered No F.468 (F)

The Companies Ordinance, 1981

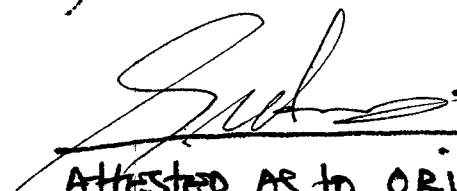
(Registered on the 4th November, 1997)

We, the undersigned, the Chairman and Secretary for the time of **HARVARD FUND, LTD.** in pursuance of Section 67 of the Companies Ordinance, 1981 DO HEREBY CERTIFY that the following is a true and correct extract and copy of Resolutions passed at a Meeting of the Board of Directors of the Company held on 20th July, 1998.

RESOLUTIONS

"It was RESOLVED that Barclays Bank Plc., Front Street, Grand Turk, Turks and Caicos Islands, shall continue to act as Bankers to the Company; that the resolutions contained in their standard form of Mandate be changed so as to permit the execution of cheques, instructions, or endorsements by Mr. Ervin M. Quelch, Authorised Signatory, alone.

It was also further RESOLVED that the terms of a mandate to such effect be incorporated into these Minutes by reference, and that the Company Secretary be directed to attach hereto a copy of the said mandate when duly completed."

Dated this ^{26th} 20th July, 1998
RASHID BODHANYA
Chairman
For and on behalf of
MORRIS COTTINGHAM ASSOCIATES LIMITED
Secretary
Jerry BOURNE
Attested as to original signature
By RASHID BODHANYA

07-24-1998 05:21PM

6499462503

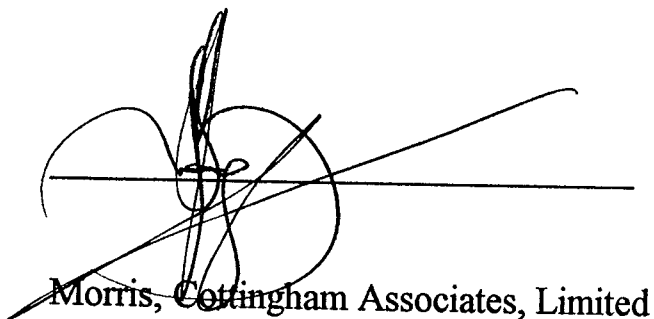
TCI-6-PG.7

1414

Mr. Reg Bodhanya
Morris, Cottingham Associates Limited
PO Box 156
Hibiscus Square - Pond Street
Grand Turk
Turks and Caicos Islands

The undersigned hereby resigns as an officer and director of the Harvard Fund, Ltd. and turns over all books, records, brokerage accounts, bank accounts and stock certificates of the corporation to Mark Edward Johnson, custodian for the corporation. Harvard Fund, Ltd. was originally gifted 500,000 shares of the Ice Ban America, Inc. at .001 cent per share par value by Warren D. Johnson, Jr. who has no ownership in said corporation.

All remaining stocks in Ice Ban America, Inc. (ICEB), IBAC Corporation and any other stock, along with the cash derived from the previous sales of stock, are hereby turned over to a bank account to be set up by Mark Edward Johnson for the construction of Grand Turk Harbour by D & K Technical Consultants, et.al.

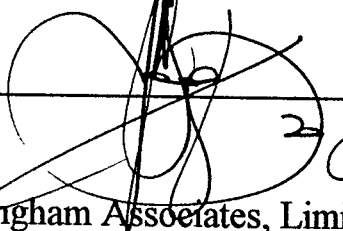


Morris, Cottingham Associates, Limited

Mr. Reg Bodhanya
Morris, Cottingham Associates Limited
PO Box 156
Hibiscus Square - Pond Street
Grand Turk
Turks and Caicos Islands

The undersigned hereby resigns as an officer and director of the Merchants Trust, Ltd. and turns over all books, records, brokerage accounts, bank accounts and stock certificates of the corporation to Mark Edward Johnson, custodian for the corporation. Merchants Trust, Ltd. was originally gifted 500,000 shares of the Ice Ban America, Inc. at .001 cent per share par value by Warren D. Johnson, Jr. who has no ownership in said corporation.

All remaining stocks in Ice Ban America, Inc. (ICEB), IBAC Corporation and any other stock, ~~along with the cash derived from the previous sales of stock,~~ are hereby turned over to a bank account to be set up by Mark Edward Johnson for the construction of Grand Turk Harbour by D & K Technical Consultants, et.al, *subject to advice of Transblue*

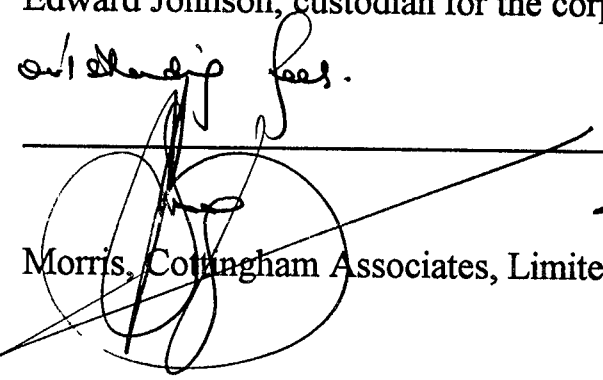


Morris, Cottingham Associates, Limited

2 July 1998

Mr. Reg Bodhanya
Morris, Cottingham Associates Limited
PO Box 156
Hibiscus Square - Pond Street
Grand Turk
Turks and Caicos Islands

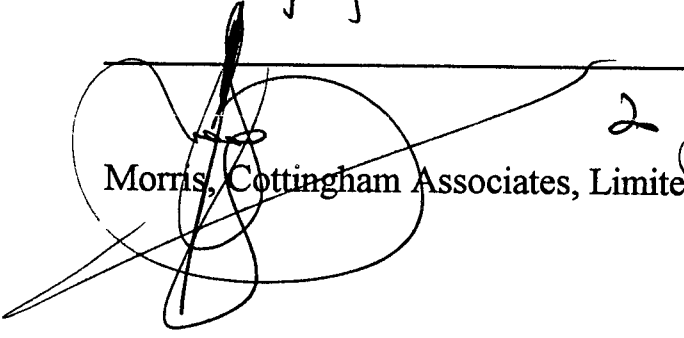
The undersigned hereby resigns as officer, director and incorporator of the Marlin Preservation Fund, Ltd. and turns over all books, records and stock certificates to Mark Edward Johnson, custodian for the corporation, *subject to payment of all outstanding fees.*


Morris, Cottingham Associates, Limited

2 July 1998

Mr. Reg Bodhanya
Morris, Cottingham Associates Limited
PO Box 156
Hibiscus Square - Pond Street
Grand Turk
Turks and Caicos Islands

The undersigned hereby resigns as officer, director and incorporator of the Medical College Fund, Ltd. and turns over all books, records and stock certificates to Mark Edward Johnson, custodian for the corporation, *subject to payment of all outstanding fees*


Morris, Cottingham Associates, Limited

2 July 1998

Mr. Reg Bodhanya
Morris, Cottingham Associates Limited
PO Box 156
Hibiscus Square - Pond Street
Grand Turk
Turks and Caicos Islands

The undersigned hereby resigns as officer, director and incorporator of the Reed International Fund, Ltd. and turns over all books, records and stock certificates to Mark Edward Johnson, custodian for the corporation, *Edward B. Johnson*

all outstanding shares

20 July 1998
Morris, Cottingham Associates, Limited

Mr. Reg Bodhanya
Morris, Cottingham Associates Limited
PO Box 156
Hibiscus Square - Pond Street
Grand Turk
Turks and Caicos Islands

The undersigned hereby resigns as officer, director and incorporator of the Ryder Securities, Ltd. and turns over all books, records and stock certificates to Mark Edward Johnson, custodian for the corporation, *subject to payment of all outstanding*



Morris, Cottingham Associates, Limited

2 July 1998

Mr. Reg Bodhanya
Morris, Cottingham Associates Limited
PO Box 156
Hibiscus Square - Pond Street
Grand Turk
Turks and Caicos Islands

The undersigned hereby resigns as officer, director and incorporator of the Hawk's
Nest Plantation Fund, Ltd. and turns over all books, records and stock certificates to
Mark Edward Johnson, custodian for the corporation, *subject to payment of*
all outstanding fees.

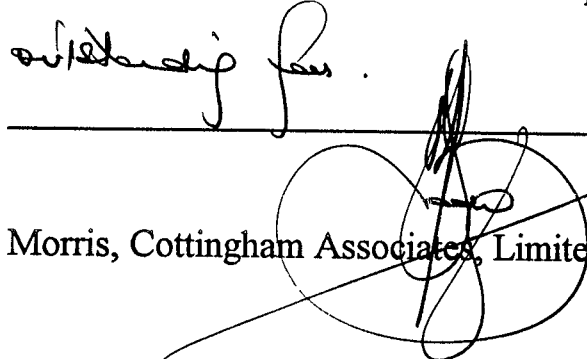


Morris, Cottingham Associates, Limited

20 July 1998

Mr. Reg Bodhanya
Morris, Cottingham Associates Limited
PO Box 156
Hibiscus Square - Pond Street
Grand Turk
Turks and Caicos Islands

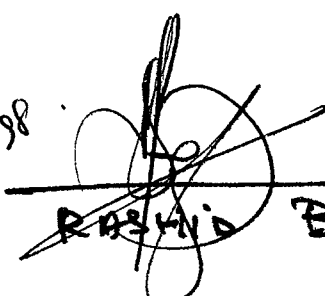
The undersigned hereby resigns as officer, director and incorporator of the Windmills Plantation Fund, Ltd. and turns over all books, records and stock certificates to Mark Edward Johnson, custodian for the corporation, *subject to payment of all outstanding fees.*


Morris, Cottingham Associates, Limited


2 July 1998.

AGREEMENT.

THE UNDERSIGNED, RASHID BODHANYA HEREBY AGREES TO PAY THE HARVARD FUND, LTD. AND MERCHANTS TRUST, LTD. THE SUM OF THREE MILLION FIVE HUNDRED THOUSAND DOLLARS FOR CASH AND STOCK THAT RASHID BODHANYA TRANSFERRED TO CREDITORS FOR HIS BENEFIT WHILE HE WAS A DIRECTOR AND FIDUCIARY FOR AFORESAID MENTIONED CORPORATIONS, INCLUDING GRAND TURK HARBOUR DEVELOPMENTS, LTD. THE PAYMENT WILL BE IN THE FORM OF REAL ESTATE, A PARTIAL LIST OF WHICH IS ATTACHED AS EXHIBIT "A", WITH THESE PROPERTIES VALUED BY THE HARVARD FUND, LTD. AND MERCHANTS TRUST, LTD. AT TODAY'S REASONABLE SALE VALUE, LESS ANY MORTGAGES ON THE PROPERTIES PRIOR TO 7/24/98. ALL REAL ESTATE TRANSFERS WILL BE HANDLED BY ATTORNEYS FOR THE HARVARD FUND, LTD. AND MERCHANTS TRUST, LTD. IN ACCORDANCE WITH PROPER ASSURANCES OF TITLE CUSTOMARY IN THE TURKS & CAICOS ISLANDS.

x July 1998


RASHID BODHANYA



Attested to by Jerry Bourne
As to Original Signature.

POSITIONS AS OF 7/21/98

HARVARD FUND, LTD.

@ UNION SECURITIES

41,000 SHARES ICE BAN AMERICA, INC.
(FREE TRADING)

99,000 SHARES ICAN CORPORATION (free trading)
transferring to Merchants TRUST, LTD.

\$ 35,000 CASH.

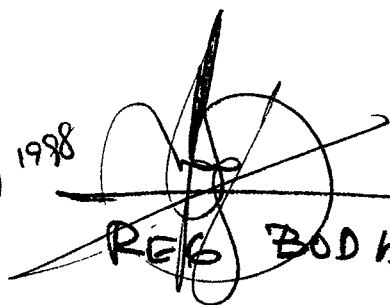
\$ 80,000 Transferred to HARVARD FUND, LTD
BANK ACCOUNT AT BARCLAYS BANK
GRAND TURK, T.C.I.

MERCHANTS TRUST, LTD.

53,000 ICE BAN AMERICA, INC. (Free Trading)

100,000 SHARES ICE BAN AMERICA, INC.
(Restricted)

48,000 CASH.

26 July 1998

ROSHIO BODHANYA

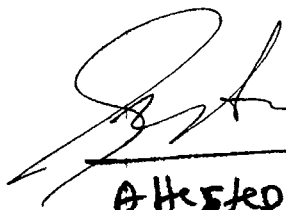

Jerry Bourne
Attested to AS ORIGINAL
SIGNATURE OF ROSHIO BODHANYA.

EXHIBIT "A"

REAL ESTATE OWNED BY RASHID BUDHANJA

1. 15 HOMES IN PALM GROVE VILLAS, GRAND TURK, T.C.I.
2. EXECUTIVE HOME ON 150 L.F. BEACH FRONT AT GOVERNOR'S BEACH, GRAND TURK, T.C.I. (1.4 acres)
3. 8 BEACH FRONT COTTAGES, GRAND TURK, T.C.I.
4. BEACHFRONT HOMES AT SOUTH BAY, GRAND TURK, T.C.I.
5. WATER'S EDGE RESTAURANT & LAND ON GRAND TURK, T.C.I.
6. RESTAURANT ON PROVO, T.C.I.
7. COMMERCIAL PROPERTY ON POND STREET, GRAND TURK, T.C.I.
8. NUMEROUS SINGLE FAMILY COTS ON GRAND TURK, T.C.I.
9. LEASE/OPTION ON SITTING PRETTY HOTEL
10. GUANAHANEE HOTEL, GRAND TURK, T.C.I.
11. CORAL REEF HOTEL, LAND & SUBDIVISION
12. STOCK INTEREST IN GRAND TURK HARBOUR DEVELOPMENTS, LTD.
13. SHARES TRANSFERRED FROM THE HARVARD FUND, LTD AND MERCHANTS TRUST, LTD. IN THE AMOUNT OF 320,000 SHARES ICE BAN AMERICA, INC. to (AM SOUTH BANK) AS TRUSTEE FOR T.H.E. INSURANCE COMPANY.

STANDARD STAR INSURANCE COMPANY LIMITED

P.O. BOX 159
POND STREET, HIBISCUS SQUARE
GRAND TURK, TURKS AND CAICOS ISLANDS
BRITISH WEST INDIES

TELEPHONE: (809)-946-2015
FACSIMILE: (809)-946-2503

*2nd
transmission*

Our Ref: 10211

31 December 1997

Mr William Gregory

Via Facsimile: 813-253-2047

Dear Mr. Gregory,

**TRUST AGREEMENT Among STANDARD STAR INSURANCE COMPANY LIMITED-
as Grantor
T.H.E. INSURANCE COMPANY - as Beneficiary
and AMSOUTH BANK - as Trustee**

Please find attached the following documentation in respect of the above:

1. Copy of wiring instruction to AmSouth Bank in the sum of US\$605,000
2. Copy bank wiring instructions to your trust account in the sum of US\$100,000
3. Copy instruction from Harvard Fund Ltd. to Union Securities Ltd. instructing Union Securities to hold 160,000 shares of Ice Ban America Inc. to the order of AmSouth pending physical delivery thereof to AmSouth Bank.
4. Copy instruction from Merchants Trust Ltd. to Union Securities Ltd. instructing Union Securities to hold 160,000 shares of Ice Ban America Inc. to the order of AmSouth pending physical delivery thereof to AmSouth Bank.

Due to year end timing difficulties we have substituted the two blocks of the Ice Ban America shares which has a current value of US\$2,320,000. You will note therefore that a value of approximately US\$2,920,000 have been transferred to AmSouth Bank in the Trust Agreement.

2920 A/c SITUATION Page 1 of 2

N.B.
2 320 000
605 000
100 000
4

BARCLAYS BANK PLC

REQUEST FOR TELEGRAPHIC TRANSFER

BranchGrand Turk..... Date31 December, 1997.....

Please transmit Telegraphically the sum of US\$ 605,000.00.....

(words) SIX HUNDRED & FIVE THOUSAND DOLLARS ...

To your Branch/Correspondent at:

In reimbursement of this transaction: ...

Test No:

:20: Transaction Reference Number:

:32A: Value Date Currency Code Amount: YYDDMMCCYAMOUNT (No spaces)
973112US\$605,000.00.....

:50: Ordering CustomerSTANDARD STAR INSURANCE COMPANY LIMITED.....

:52D: Ordering BankBARCLAYS BANK PLC, GRAND TURK.....

:54D: Receivers Correspondent/Intermediary BankAMSOUTH BANK TRUST DEPARTMENT.....

:57D: "Account With" Bank - ABA (9 Digits) // ABA #062000019
(NY Banks Only - CHIPS (3 Digits) //

:59: Beneficiary Customer - /
F/F/C: ACCOUNT NO. 00063835 INO:

:70: Details of Payment

:71A: Charges (Delete where applicable): Our

:72: Bank to Bank information: * Advise & Pay
(*Delete clause not applicable) *



Exchange Control Regulations:

Please transmit the above instructions at my/our risk and cost in cypher or otherwise, it being understood that, at your discretion, you may use the Telex system or other telegraph service of any country or other recognised telegraph or transmission system.

I/we release and indemnify you or your correspondents from and against the consequences of their failure to receive the message and of any irregularity, delay, mistake, telegraphic error, omission or misinterpretation that may arise and from and against any loss which may be incurred through your correspondents retaining the funds, should you or your correspondents deem such retention expedient, pending confirmation of the identity of any person or of the above instructions by letter or otherwise.

FOR OFFICE USE ONLY	
TTCYY	\$...605,000.00.....
TLX/TEL Chgs	\$21.00.....
Commission	\$378.12.....
Exchange	\$
<hr/>	
\$ 605,401.12	

Signature.....
Name: STANDARD STAR INSURANCE COMPANY LIMITED
Address: GRAND TURK.....
...TURKS & CAICOS ISLANDS.....
(Where branch customer involved, ensure signature conforms with mandate requirements.)

BARCLAYS BANK PLC

REQUEST FOR TELEGRAPHIC TRANSFER

BranchGrand Turk..... Date31 December 1997.....

Please transmit Telegraphically the sum of US\$100,000.00....

(words) ONE HUNDRED THOUSAND DOLLARS

To your Branch/Correspondent at:

In reimbursement of this transaction:

Test No:

: 20: Transaction Reference Number:

: 32A: Value Date Currency Code Amount: YYDDMMCCYAMOUNT (No spaces)

.....973112US\$100,000 00....

: 50: Ordering CustomerSTANDARD STAR INSURANCE COMPANY LTD.

: 52D: Ordering BankBARCLAYS BANK PLC, GRAND TURK.

: 54D: Receivers Correspondent/Intermediary Bank

.....FIRST UNION NATIONAL BANK, JACKSONVILLE, FLORIDA.....

: 57D: "Account With" Bank - ABA (9 Digits) // 063-000-021

(NY Banks Only - CHIPS (3 Digits) //

: 59: Beneficiary Customer - /

F/F/C: ACCOUNT NO. 2640903564836 INO: WILLIAM P. GREGORY, P.A./A

Address:

: 70: Details of Payment

: 71A: Charges (Delete where applicable): Our

: 72: Bank to Bank information: * Advise & Pay

(*Delete clause not applicable) *

Exchange Control Regulations.

Please transmit the above instructions at my/our risk and cost in cypher or otherwise, it being understood that, at your discretion, you may use the Telex system or other telegraph service of any country or other recognised telegraph or transmission system.

I/we release and indemnify you or your correspondents from and against the consequences of their failure to receive the message and of any irregularity, delay, mistake, telegraphic error, omission or misinterpretation that may arise and from and against any loss which may be incurred through your correspondents retaining the funds, should you or your correspondents deem such retention expedient, pending confirmation of the identity of any person or of the above instructions by letter or otherwise.

FOR OFFICE USE ONLY	
TTCCYY	\$...100,000.00.....
TLX/TEL Chgs	\$23.00.....
Commission	\$62.50.....
Exchange	\$

Signature.....
Name.. STANDARD STAR INSURANCE COMPANY LTD.
Address ..GRAND TURK.....
...TURKS & CAICOS ISLANDS.....

(Where branch customer involved, ensure signature

HARVARD FUND LTD.

P.O. BOX 156
POND STREET, HIBISCUS SQUARE
GRAND TURK, TURKS AND CAICOS ISLANDS
BRITISH WEST INDIES

TELEPHONE (809)-946-2504
FACSIMILE (809)-946-2503

Our Ref: 11452

31 December 1997

Mr. Elliot Kagna
Union Securities Ltd.
900-609 Granville St.
P O Box 10341
Pacific Center
Vancouver B.C
Canada

Via Facsimile: 01 604 691 2859

Dear Mr. Kagna,

Further to our telephone conversation earlier today, this letter serves as authority for Union Securities to hold with immediate effect to the order of AmSouth Bank, 13535 Feathersound Drive, Suite 620 Clearwater, Florida 33762, Attention Trust Department - Kathy Aszman, under a Trust Agreement dated 31 December 1997 among Standard Star Insurance Company Limited (the "Grantor") T.H.E. Insurance Company ("the Beneficiary") and AmSouth Bank ("the Trustee"), the undermentioned shares:

160,000 Common Shares of Ice Ban America Inc. being a part of the block held by Harvard Fund Ltd.

Attached is a copy legal opinion in the matter of Section 144 in respect of the mentioned shares.

The shares should be physically forwarded to AmSouth Bank as soon as practicable once the required number of shares have been separated from the block held by Harvard Fund Ltd.

Kindly, immediately confirm to AmSouth Bank the holding of the shares to their order, for physical delivery.

Yours sincerely,
HARVARD FUND LTD.

Reg. Bodhanya

TCI-6-PG.22

MERCHANTS TRUST LTD.

P O BOX 156
POND STREET, HIBISCUS SQUARE
GRAND TURK, TURKS AND CAICOS IS
BRITISH WEST INDIES

Our Ref: 11452

31 December 1997

Mr. Elliot Kagna
Union Securities Ltd.
900-609 Granville St
P O Box 10341
Pacific Center
Vancouver B.C
Canada

Via Facsimile: 01 604 691 2859

Dear Mr. Kagna,

Further to our telephone conversation earlier today, this letter serves as authority for Union Securities to hold with immediate effect to the order of AmSouth Bank, 13535 Feathersound Drive, Suite 620 Clearwater, Florida 33762, Attention Trust Department - Kathy Aszman, under a Trust Agreement dated 31 December 1997 among Standard Star Insurance Company Limited (the "Grantor") T.H.E. Insurance Company ("the Beneficiary") and Amsouth Bank ("the Trustee"), the undermentioned shares:

160,000 Common Shares of Ice Ban America Inc. being a part of the block held by Merchants Trust Ltd.

The shares should be physically forwarded to the required number of shares have been separated from

Block as soon as practicable once the held by Merchants Trust Ltd.

Kindly, immediately confirm to AmS. of the shares and their order, pending physical delivery.

of the shares and their order, pending physical delivery.

Yours sincerely,
MERCHANTS TRUST LTD.

Rag Boddhanya

R/R/nh

Personal: Born - 23rd March, 1954
Health - Excellent

Education: United Kingdom
Alderman Newton's Boys' Grammar School, Leicester 1965 - 1970.
Title Hill College of Further Education, Coventry 1970 - 1971.
Seven O' Level GCE Passes.

**Professionalns
Qualification:** Chartered Accountant. Admitted to Institute of Chartered Accountants in England
and Wales 1977.
Obtained Fellowship in 1983.
Member of the Offshore Institute 1990

April 1986 to present: Resident Partner
Morris Cottingham & Co.
Chartered Accountants
Grand Turk and Providenciales,
Turks & Caicos Islands, British West Indies
Managing Partner of Practice.
Partner functions of audits and accounting assignments of international companies,
activities include mainly: captive, direct writing, and reinsurance insurance
companies, hospitality industry, tourist project developments, investment
companies. Supervision of 18 staff including professionals.

1988 - Served as member of banking and insurance industry working parties
engaged in examination and review of existing legislation with recommendations
for new legislation to consultants engaged by government.

Managing Director
Morris Cottingham Associates Ltd and Subsidiaries
Turks & Caicos Islands, British West Indies
Group of International Trust and Corporate Management Companies
Management of group involved in the Offshore Finance Industry with worldwide
clients. Custodian and Trustee of assets in excess of several million dollars.
Directorships of several insurance and numerous other client companies.
Instrumental in substantial growth of group including by way of acquisition.
Supervision of 18 staff including professionals.

**November 1990
to present:** Managing Director
International Insurance Managers Limited
Licenced Insurance Management Company providing insurance management
services to licenced offshore insurance, reinsurance and captive companies.

POSITION HISTORY
(Continued)

**February 1988
to present:**

Director
Inter Island Insurance Ltd
Turks & Caicos Islands, British West Indies
Insurance brokerage company with key agencies. Instrumental in acquisition thereof.

**January 1994
to present:**

Director
Turks & Caicos First Insurance Company Limited. Founder member of first domestic insurance company in Turks and Caicos Islands.

**Other professional
Activities:**

Member of the Offshore Institute.
Served as a member of several working committees engaged in advising Turks and Caicos Islands Government in respect of offshore finance legislation, particularly Insurance and Banking.

Past member of the Joint Co-ordinating Committee of the Financial Services Commission of Turks and Caicos Islands Government.

Member of the Finance Industry Steering Committee of Turks and Caicos Islands Chamber of Commerce.

Past President of the Grand Turk Chamber of Commerce.

Have served on a number of government appointed committees. Currently serving as member of TCI Tourist Board and Telecommunications Review Committee.

**January 1986 -
April 1986**

Accountant in charge
Deloitte, Haskins & Sells, International
Chartered Accountants, Bermuda
Supervision of audits of international companies, activities include mainly: captive insurance and insurance managers.
Accustomed to EDP systems.

**December 1985 -
January 1986**

Temporary Financial Accountant:
Gestetner PLC, London. Worldwide group manufacturing and marketing of photocopying and other equipment. T/O pounds sterling 350M.

Special Assignment
Responsible for implementation of SSAP 21 for 1985 Consolidated Financial Statements. Involved obtaining and collating leasing information for whole group and applying principles of SSAP 21 for publication.

**May 1984 -
November 1985**

Deloitte, Haskins and Sells, International
Chartered Accountants, Mafikeng, Bophuthatswana, Southern Africa.

POSITION HISTORY
(Continued)

May 1985 -
November 1985

Manager

Supervision of audits and staff. Preparation of briefs, budgets and cash flow forecasts, for funding applications. Preparation of management accounts, taxation computations for companies and individuals, and design and implementation of financial accounting systems.

May 1984 -
November 1985

Partner Designate:

L. Pinshow & Associates, Chartered Accountants, Mafikeng, Bophuthatswana. (acquired by Deloitte, Haskins & Sells in May 1985).

As for Deloitte, Haskins & Sells.

February 1980 -
April 1984

Principal:

R. Bodhanya & Co., Chartered Accountants, Coventry, England.

As for Deloitte, Haskins & Sells. Also engaged in various ad hoc assignments including project appraisal, negotiating with bankers and other financial institutions, and small investigations on behalf of a local bank. Supervised 8 staff.

Clients consisted of mainly small to medium size private companies, professional partnerships and sole traders. Activities have included: engineering, construction, insurance broking, restaurants, general retailing, clothing manufacturers, international road haulage. Good exposure to micro computers.

January 1978 -
February 1980

Audit Senior:

Thornton Baker, National Chartered Accountants, Coventry.

Supervised audits of medium sized private companies. Preparation of consolidated accounts for 2 medium sized groups. Corporation and personal taxation.

September 1971 -
December 1977

Articled Clerk and Audit Senior:

J.W. Luckman & Co., Chartered Accountants, Coventry, England.

Work involved: incomplete records, preparation of accounts and tax computations and auditing. Clients consisted mainly of private companies, professional partnerships and sole traders. Advised clients on financial systems. Received a thorough accountancy training.

Other interests

Sports in general, coastal living.



McLean and McNally attorney
Andrew Rogerson

Local attorney could be disbarred

MOVES are afoot by the Turks and Caicos Bar Council to have McLean McNally attorney, Andrew Rogerson, disciplined. And speculation is rife within the legal circle that the attorney could be barred from practising in this jurisdiction.

According to information reaching this newspaper, the local organisation sent a letter to Chief Justice Hon. Richard Ground asking him to decide whether Rogerson, a native Englishman, should be disciplined for deliberately misleading the Bar Association in his application to be admitted as a practicing attorney in the TCI.

Highly reliable sources have informed this newspaper that the Bar Council's request stemmed from information received that

Local attorney could face disbarment

continued from page 1

Rogerson was banned from the Australian Bar for attempting to blackmail a client.

When reached by telephone Rogerson told the TCNews that the claim is "not correct. It is nonsense".

Later in a written statement to this newspaper Rogerson said "With respect to these allegations, my lawyer, Conrad Griffiths, will be putting the record straight

when this matter is dealt with by the Chief Justice.

"I wish to emphasise that I reported this matter voluntarily to the Bar Council here and in England. This arose out of a private contractual dispute, many years ago, in which I was party.

"All findings are currently under appeal. Over the last 18 years in practice, I have done nothing that I am ashamed of. I

continued on page 16

TURKS AND CAICOS WEEKLY NEWS

September 4 thru 10, 1999

Local attorney could face disbarment

continued from page 2

have received praise from lay clients, lawyers and judges in several jurisdictions. I am confident of receiving a fair hearing in the Turks and Caicos Islands."

However, what form of discipline the Council intends is unclear, as enquiries by the Turks and Caicos Weekly News were met with a wall of silence from the legal fraternity.

Bar Association President and former Stipendiary magistrate

Gordon Kerr, told TCNews in a telephone conversation said "It is before the CJ.

Asked what he meant by "it", Kerr responded that he would not comment on something which once it becomes public can be prejudicial or affect an attorney or law firm.

He reasoned further that he would not speak about an internal matter of the Bar Council.

INSIDE FRONT PAGE

Cottingham group sacks Reg Bodhanya



Rashid "Reg" Bodhanya

MORRIS Cottingham Group of Companies, headquartered in capital Cockburn Town, Grand Turk, has dropped missing businessman, Rashid "Reg" Bodhanya, from its operations. The flamboyant businessman has not been seen for some

weeks now.

Additionally, Managing Director of Turks and Caicos First Insurance, Mr. Bill Rewalt, has told this newspaper in a recent telephone interview that the Board of Directors has removed Bodhanya as one of its Directors from the insurance company.

A public notice from the company appearing in this edition states that Bodhanya, a Grand Turk resident, "is no longer an employee of Morris Cottingham Group or any of its associated companies.

The notice lists some 17 companies which states that Bodhanya "no longer has any authority to conduct business on behalf

of such companies or to represent them in any manner whatsoever"

Among the companies listed are MC Associates Ltd, MC Corporate Services Ltd (formerly Grand Turk International Trust Company), Bradley Corporate Services Ltd, S.T.A.R Corporate Managers Ltd, I F G Directors (BVI) Ltd, Apollo Investments Ltd, Salisbury Management Ltd, Tenby Ltd and International Insurance Managers Ltd

The Turks and Caicos First Insurance official said that the decision to remove Bodhanya was taken at a board meeting, chaired by Bermuda-based Arthur Morris, sometime in December, 1999

Continued on page 2

BAMBOO GALLERY

The Market Place
Leeward Highway
P.O. Box 264, Providenciales
Turks & Caicos Islands
Ph/fax: 649-946-4748
e-mail: bamboo@provo.net
Web Site: www.provo.net/bamboo

Bodhanya is sacked

Continued from page 1

According to Rewalt, Bodhanya was not a major shareholder in the company, as many believed and carried in this newspaper. He was just a "shareholder", Rewalt said.

The insurance executive told this newspaper that he was "absolutely shocked" when he got a call from the Cayman Islands which stated that Bodhanya had "disappeared".

Rewalt volunteered that Bodhanya has not misappropriated any funds from Turks and Caicos First Insurance and stressed that he was in no way suggesting that the Grand Turk-based businessman had taken money from any other organisation he was affiliated with.

Meanwhile, it has been alleged that some \$3 to \$4 million has been misappropriated from Morris Cottingham Group of Companies.

When reached, Ervin Quelch

of Morris Cottingham & Co directed all enquiries to the company's law firm Misick and Stanbrook.

Senior partner in the legal firm, Ariel Misick, confirmed that the law firm has been retained by M. Cottingham & Co. in "connection with the fact that Bodhanya appears to be missing and is helping to sort issues that have arisen". When asked if one of the issues is the allegation of the missing funds, Misick said he was not at liberty to discuss that.

In its January 6 thru 13 edition of the TCNews, it was reported that speculation was rife that Bodhanya had skipped town

**SETTLEMENT AGREEMENT
AND MUTUAL RELEASE**

This Agreement (the "Agreement") is made this 16th day of February, 2001, by and between NATURAL SOLUTIONS CORPORATION, f/k/a ICE BAN AMERICA, INC., ICE BAN USA, INC., IBAC CORPORATION, THE ESTATE OF GEORGE JANKE, CARMEN SILVA (hereinafter collectively, the "Ice Ban Parties"), and WARREN DOUGLAS JOHNSON, JR., ADAM BROWN, JOYCE JOHNSON, WARREN JOHNSON, SR., DIANNE JOHNSON, KELLY BROWN, JEFFREY JOHNSON, LYNNE JOHNSON, PAUL JOHNSON, MARK JOHNSON, PATRICIA WELLSPEAK, SHARON PRATT, LAWRENCE PRATT, CHARLOTTE PRATT (collectively, the "Johnson Parties"), MEDICAL COLLEGE FUND, LTD., WINDMILLS PLANTATION FUND, LTD., HAWK'S NEST PLANTATION FUND, LTD., REED INTERNATIONAL FUND, LTD., RYDER SECURITIES, LTD., MARLIN PRESERVATION FUND, LTD., HARVARD FUND LIMITED, MERCHANT TRUST FUND LIMITED, GRAND TURK HARBOUR DEVELOPMENTS, LTD. (collectively the "Corporate Parties"), and LINKOUS CORPORATION, GERALD BOURNE, RICHARD GRUND, STEVEN RUBENS, and BURTON WICKHAM (collectively, the "Miscellaneous Parties"), and SONEET R. KAPILA, Trustee in Case No. 92-33339-BKC-SHF, in the United States Bankruptcy Court, Southern District of Florida (the "Trustee"), and is a compromise, settlement, and mutual release whereby the above-mentioned parties hereby extinguish their mutual rights, claims, and obligations arising from their disputes and differences, including without limitation, those differences and disputes brought or which could have been brought in the following cases:

a) Soneet Kapila, Trustee v. Warren D. Johnson, Jr., et. al., Adversary Proceeding No. 99-3143-BKC-SHF-A in the United States Bankruptcy Court, Southern District of Florida ("the Adversary Proceeding");

b) Dianne Johnson, et. al. v. Ice Ban America, Inc., et. al. v. Soneet Kapila, et. al., Case No. 99-8228-CIV-JAL, in the United States District Court, Southern District of Florida ("the District Court Suit");

c) Jeffrey Johnson, et al. v Natural Solutions Corp., et. al., Case No 99-5305 AN, in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida ("the State Court Suit");

d) Jeffrey A. Johnson v. Natural Solutions Corp., American Arbitration Association Case No. 32-160-00173-99, formerly Case No. CL 99-3185, in the Circuit Court in and for Palm Beach County, Florida ("the Arbitration");

e) Pratt v. Ice Ban America, Inc , Case No 99-25479, in the Supreme Court of New York for the County of Orleans ("the Pratt Suit").

Collectively, these matters shall hereinafter be referred to as "the Lawsuits".

The parties also agree and acknowledge their intent that this Agreement have an impact and effect, as specified within, on the following cases:

f) In re: Warren D. Johnson, Jr., Case No. 92-33339-BKC-SHF, in the United States Bankruptcy Court, Southern District of Florida (the "Bankruptcy Proceeding"), and

g) United States v. Warren D. Johnson, Jr., Case No. 98-3089-CR-KLR, in the United States District Court, Southern District of Florida (the "Criminal Case").

Now, therefore, in consideration of the mutual promises herein contained, the parties agree as follows:

1. CONSIDERATION.

1.01. Within two business days of the signing of this Agreement, the parties agree to submit the Agreement for approval in the Lawsuits, and to simultaneously submit the Agreement for approval in the Bankruptcy Proceeding, as a resolution of all claims pending in that proceeding.

1.02. Upon approval of this Agreement in the Lawsuits and in the Bankruptcy Proceeding, the parties will cause the Lawsuits to be dismissed with prejudice to all parties to this Agreement, with all parties to bear their own costs and attorneys' fees.

1.03. All parties will cause all other activity in all of the above cases to immediately cease and all parties will act to extend all pending discovery, hearings, or other deadlines and continue all trials until this Agreement is fully documented, approved, and closed.

1.04. The parties agree that all documents to be executed and funds to be transferred pursuant to this Agreement shall be executed and delivered to the Trustee's counsel office not later than February 16, 2001, or sooner when an earlier date is specifically provided by this agreement. The documents and funds will be deemed held in escrow ("the Agreement Escrow") under the care and custody of the Trustee's Counsel. Nothing shall be released from the Agreement Escrow by or to any parties, including the Trustee, unless and until performance of the events specified in paragraph 1.05, below.

1.05. All funds held in the Agreement Escrow will be held by the Trustee's Counsel in an interest-bearing account. Upon the entry of an order granting the Acceptance Motion in the Criminal Case (as defined and discussed in paragraph 1.33, below), all rights, title, and interest in all documents, properties and funds, including interest, shall revert, wholly and irrevocably, to the Trustee. In the event the Agreement is not approved in the Lawsuits, or in the Bankruptcy Proceeding, or in the event there is no order granting the Acceptance Motion in the Criminal Case, all documents and funds shall be released to the parties who provided them. In any event, if all approvals and a preliminary acceptance order in the Criminal Case are not entered by all courts prior to March 7, 2001, all documents and funds shall be released to the parties who provided them, and any interest accrued on any funds held in the Escrow Agreement shall be paid to the parties who provided the original funds.

1.06. Warren D. Johnson, Jr., joined by his wife, Dianne Johnson, will convey by warranty deed his home at 511 S.W. Bay Point Circle, Palm City, Florida, (the "Johnson Home"), and all fixed equipment, all window screens, treatments and hardware, all wall-to-wall or attached floor coverings and attached lighting fixtures and fans, refrigerator, range, oven, washer, and dryer, to the Trustee. Dianne Johnson will turn over all keys and alarm codes to the Trustee and vacate the home upon the conveyance to the Trustee. They hereby verify that there is no adverse claim, lien, or interest except those noted in the title report attached as Exhibit A, and will sign a standard owner's affidavit and bill of sale, both in the form already provided to them. In the event Dianne remains in the home after the conveyance to the Trustee, she will provide open access and full cooperation to the Trustee, his real estate agent, prospective purchasers (if accompanied by a licensed real estate agent) and inspectors, to facilitate the Trustee's sale. The warranty deed, owner's affidavit and bill of sale described in this paragraph, and any other conveyance documents deemed necessary by the Trustee, will be delivered to the Trustee's counsel and placed in the Agreement Escrow no later than February 16, 2001.

1.07. Warren D. Johnson, Jr. will quit-claim deed his interest in seven lots (lots 2, 3, 5, 6, 7, 8, and 9) in Otter's Run Subdivision ("the Otter's Run Lots") to Adam Brown, Trustee. Adam Brown will pay the Trustee \$270,000 in a single payment by cash or certified funds within two business days after approval of this Agreement by the Bankruptcy Court. On or before February 2, 2001, Adam Brown will execute and deliver to the Trustee's counsel a warranty deed to five lots (lots 5, 6, 7, 8, and 9) in Otter's Run Subdivision, as well as a standard owner's affidavit and trust affidavit, both in the form already provided to him, to be held by the Trustee's counsel in the Agreement Escrow as security for the \$270,000. In the event the \$270,000 is timely paid, the three conveyance documents will be returned within two business days to Adam Brown or his counsel, Leslie Gern Cloyd. In the event the \$270,000 is not timely paid, the three conveyance documents will be released to the Trustee, the deed to Otter's Run lots 5, 6, 7, 8, and 9 may be recorded, and Adam Brown's obligation to pay \$270,000 will be discharged. All the Otter's Run Lots conveyed to the Trustee will be listed for sale with a broker chosen by the Trustee for a "fast sale" (but not Ray Marshall). Adam Brown will maintain the property in its present condition at his own cost until the conveyance to the Trustee, and Adam Brown will pay the real estate taxes, special assessments, and association fees which are presently due or past due on the property. Adam Brown hereby verifies that there is no adverse claim, lien, or interest except those noted in the title report attached as Exhibit B, and will sign a standard owner's affidavit and trust affidavit, both in the form already provided to him. The four conveyance documents described in this paragraph will be delivered to the Trustee's counsel and placed in the Agreement Escrow no later than February 16, 2001.

1.08. Adam Brown will pay the Trustee \$144,000 in a single payment by cash or certified funds within 30 days after approval of this Agreement by the Bankruptcy Court. On or before February 16, 2001, Adam Brown will execute and deliver to the Trustee's counsel all the same conveyance documents for Otter's Run lots 2 and 3 that he is delivering for lots 5, 6, 7, 8 and 9, to be held by the Trustee's counsel in the Agreement Escrow as security for the \$144,000. In the event the \$144,000 is timely paid, the lot 2 and 3 documents will be returned within two business days to Adam Brown or his counsel, Leslie Gern Cloyd. In the event the \$144,000 is not timely paid, the lot 2 and 3 documents will be released to the Trustee, the deed to Otter's Run lots 2 and 3 may be recorded, and Adam Brown's obligation to pay \$144,000 will be discharged.

1.09. The Johnson Parties will cooperate with the Trustee in providing evidence of cost and improvements, and backup documentation, regarding the Johnson Home and Otter's Run Lots to be conveyed (including lots 2 and 3 if those lots are conveyed to the Trustee), to permit him to file income tax returns for the estate.

1.10. All costs and fees associated with the maintenance and sale of the Johnson Home and the Otter's Run Lots, including lots 2 and 3 if those lots are conveyed to the Trustee. (including but not limited to: the real estate taxes, insurance, special assessments, association fees, brokers' commission, closing costs—survey, title report, and recording fees and documentary stamps on the deed—, trustee's fees and expenses directly related to maintenance and sale of the Johnson Home and the Otter's Run lots, and up to \$5,000 in repairs and maintenance on the Johnson home and on the Otter's Run lots, until the properties are sold by the Trustee) and the out-of-pocket transactional costs associated with the reinstatement of the Corporate Parties and conveyance of the stock under paragraphs 1.18 and 1.22 (including reinstatement fees and penalties to the Turks and Caicos government, a fee to the companies' administrator, a fee to the Turks and Caicos counsel, and any taxes or levies to be paid on the conveyance) shall be defined as "the Expenses".

1.11. The parties agree that the Trustee shall sell the Johnson Home and whichever of the Otter's Run Lots are conveyed to the Trustee, on whatever terms and conditions he deems appropriate. All proceeds from the sale of the Johnson Home exceeding \$250,000, and all proceeds from the sale of the Otter's Run Lots exceeding \$460,000, will be used to pay the Expenses enumerated in paragraph 1.10, above. After payment of all the Expenses enumerated in paragraph 1.10 above, any sale surplus described in this paragraph shall be returned to the Johnson Parties.

1.12. Adam Brown and Warren D. Johnson, Jr (and any other Johnson Parties if the Trustee so requests) will assign to the Trustee whatever rights they have, if any, in Bay Pointe Estates and the Bay Pointe Estates Land Trust, but the Trustee does not assume any liabilities relating to that venture, and Adam Brown and Warren D. Johnson, Jr retain those liabilities, if any, that they had before this Agreement. Warren D. Johnson, Jr. maintains that he does not have any interest in or liability from these assets, and Adam Brown maintains that he does not have any liability from these assets.

1.13. Warren D. Johnson, Jr., Mark Johnson, and Richard Grund (and any other

Johnson Parties if the Trustee so requests) will assign, and cause the Corporate Parties to assign, whatever rights they have to sue others, including Rashid "Reg" Bodanhya and Morris Cottingham Associates, for the alleged dissipation or misappropriation of their assets including cash and securities, subject, however, to the Trustee reserving the first \$25,000 of any recovery to pay unreimbursed out-of-pocket costs already incurred by Richard Grund (not the Johnson Parties) in the pending suit or to repay Richard Grund for such actual costs, to a limit of \$25,000. Proof of such costs must be turned over to the Trustee's counsel prior to February 16, 2001. If the Trustee determines not to pursue the litigation against Mr. Bodanhya and Morris Cottingham Associates, he will return the claim to Merchant Trust Fund Limited, Harvard Fund Limited, and Grand Turk Harbour Developments Limited. If the Trustee determines to settle the claim, he will provide notice of hearing on the settlement to Richard Grund and to the Corporate Parties.

1.14. Warren D. Johnson, Jr. will assign to the Trustee his interest as substitute plaintiff in Case No. 99-015294 in Circuit Court in Broward County (Loesche v. Retirement Facility at Palm Aire, Inc., et al.), formerly pending as Case No. 90-1041-CA in Circuit Court in Martin County, but now pending in Broward County, including the 10% interest in Retirement Facility at Palm Aire, Inc. represented by the July 18, 1995 Final Judgment, and the garnishment rights to the \$151,768.25 remaining from the funds deposited into the court registry in Case No. 93-25085 in Circuit Court in Broward County (Sun Bank, N.A. v. Retirement Facility at Palm Aire, Inc.). All parties to this Agreement except the Trustee release all claims to such fund.

1.15. The Johnson Parties, the Corporate Parties, and Richard Grund will assign to the Trustee their interest in and rights, if any, to any bank accounts in the Turks and Caicos Islands and Nevis Island, including but not limited to Barclays Bank PLC account no. 781862 (Grand Turk Harbour Developments, Ltd.) and Barclays Bank PLC accounts #1369923 for Merchants Trust Fund Limited and #1248301 for Harvard Fund Limited.

1.16. The Johnson Parties, the Corporate Parties, and the Miscellaneous Parties (as the Trustee so requests) will assign to the Trustee their claims, if any, against Thomas L. Fisher, T. Leonard Fisher, Thomas Herbert Fisher, T. H. Fisher, or any successor, person or entity holding any funds arising from the sale of any Ice Ban America, Inc. stock (or stock of any other entity related to any of the Ice Ban Parties) received by Warren D. Johnson, Jr. or for the benefit of Warren D. Johnson, Jr. Each of the parties affirmatively states that they believe that they have no claims or cause of action against any of the Fishers.

1.17. The following parties:

Warren D. Johnson, Sr	100,000 shares
Jeffrey Johnson	284,524 shares
Dianne Johnson	284,524 shares
Lawrence Pratt	142,262 shares
Sharon Pratt	142,262 shares
Paul Johnson	148,452 shares
Patricia Wellspeak	74,166 shares
Nathan Lyman	74,286 shares
Roger Wolfe	24,762 shares

Sandra Wolfe

TOTAL: 24,762 shares
1,300,000 shares

who received 1.3 million unregistered shares of stock in the sale of Ice Ban, Inc. (a New York corporation) to Natural Solutions, will retain all rights to such shares. All attempts to rescind such sale shall be withdrawn, including the State Court Suit. Natural Solutions will record on its share transfer ledger any transfer of such shares, provided such transfer is effected by the Johnson parties in compliance with the securities laws and the rules of the Securities and Exchange Commission, including without limitation Rule 144. The parties agree that: (a) the one-year holding period under Rule 144 began on July 27, 1997 for this stock, (b) none of the parties named in this paragraph are affiliates of Natural Solutions as of the date of this agreement, and (c) the total number of common shares of Natural Solutions issued and outstanding as of the date of this agreement is 20,046,540 (prior to the cancellation of shares held by Harvard Fund Limited and Merchant Trust Fund Limited envisioned by this agreement). This agreement is not intended to relieve the parties from any conditions of Rule 144, however, the parties agree that upon the law firm of Feingold & Kam giving an opinion letter to the transfer agent that any Johnson Parties (except Warren D. Johnson, Jr. and Dianne Johnson) who will be having their restrictive legend removed upon the closing of the transaction are not now, and have not in the past three months been, "affiliates" (as defined under the securities laws of the United States) of Natural Solutions Corp., or affiliates of the Corporate Parties, Warren D. Johnson, Jr., or Dianne Johnson, and the furnishing of the standard Rule 144 letter from a registered broker and the appropriate Rule 144 forms, the restrictive legend will be removed from the certificates for the 1,300,000 shares.

1.18. The Johnson Parties will cause all nine of the Corporate Parties to be reinstated in good standing in the Turks and Caicos Islands, without any forfeiture or escheating of any of their assets, and further cause the following corporations to deliver good title free and clear of all liens, claims, and encumbrances to the following shares of stock of Natural Solutions Corp., f/k/a Ice Ban America, Inc. to be conveyed to the Trustee:

1)	Medical College Fund, Ltd.	700,000 shares
2)	Windmills Plantation Fund, Ltd.	625,000 shares
3)	Hawks Nest Plantation Fund, Ltd.	600,000 shares
4)	Reed International Fund, Ltd.	750,000 shares
5)	Ryder Securities, Ltd.	750,000 shares
6)	Marlin Preservation Fund, Ltd.	<u>500,000 shares</u>
	TOTAL	3,925,000 shares

To this end, the Johnson Parties and the Corporate Parties will execute a Stock Purchase Agreement in the form attached as Exhibit D, and Warren D. Johnson, Jr., Dianne Johnson, and Mark Johnson will execute a Guarantee in the form attached as Exhibit E. The Johnson Parties shall cause these companies to deliver the original certificates to the shares, properly endorsed to transfer title to the Trustee, with an opinion of an independent Turks and Caicos attorney that such shares are properly transferred and that good title is delivered, and that such companies have full authority to enter in this Agreement, and that there are no liens, claims, charges, encumbrances or other impediments affecting the shares or the companies' ability to transfer on the terms provided herein.

1.19. In the event the 500,000 shares held by Marlin Preservation Fund, Ltd. cannot be delivered due to their status in escrow with the Finbar Dempsey firm, this Agreement shall proceed with Marlin Preservation Fund, Ltd. conveying all rights to the escrow and to the shares to Trustee and cooperating fully with Trustee or his assignee to obtain the release of such shares from escrow and delivery of good title to the shares. The Johnson Parties, Corporate Parties, and Miscellaneous Parties agree that, upon transfer to the Trustee, they will have no interest in that escrow or those shares. In the event the shares cannot be delivered from escrow, Marlin Preservation Fund, Ltd. and the Johnson Parties will deliver a valid affidavit of lost certificate and will cooperate in transfer of all rights in such shares to Trustee and his assignee. The provisions of this paragraph shall not negate any representations or warranties made elsewhere in this agreement or in the Stock Purchase Agreement.

1.20. The Trustee will convey all his right, title, and interest in the 3,925,000 shares of Natural Solutions stock described in paragraph 1.18 above to a purchaser under a separate Stock Purchase Agreement being executed simultaneously with this agreement, for a total payment of \$375,000, and the purchaser will be obligated to deliver such payment to the Akerman Senterfitt law firm, to be held in escrow, immediately upon the later of (a) the order approving this settlement in the Adversary Proceeding becoming final and nonappealable, and (b) the entry of the orders approving this settlement in the District Court Suit and the State Court Suit, and shall be released from this escrow in the same time and manner as is provided for the Agreement Escrow in paragraph 1.05. The Trustee shall deliver the original certificates to the shares described in paragraph 1.18, or stock powers duly endorsed in blank to transfer title to the purchaser upon receipt of the \$375,000.

1.21. Grand Turk Harbour Developments, Ltd., Harvard Fund, Limited, Merchant Trust Fund, Limited, and any Johnson Parties or Miscellaneous Parties having any interest in such companies, hereby disclaim any interest in any stock of Natural Solutions Corp., f/k/a Ice Ban America, Inc., however the parties who are retaining the 1.3 million shares under paragraph 1.17 do not disclaim their interest in those shares. Any stock interest of Harvard Fund, Limited and Merchant Trust Fund, Limited, specifically any interest of each company in a total of 520,000 shares including any shares held at Union Securities in Vancouver, British Columbia, shall be canceled on the books of Natural Solutions by this Agreement, and upon entry of an Order approving this Agreement in the Adversary Proceeding, the District Court Suit, and the State Court Suit, and entry of an order of preliminary acceptance of the Agreement in lieu of restitution in the Criminal Case (as further detailed in paragraph 1.33 below), any and all rights of any person or entity, whether or not a party to this Agreement, in such shares shall be terminated.

1.22. The Johnson Parties and the Corporate Parties will cause good title to the following shares of stock of IBAC Corporation to be conveyed to the Trustee.

Dianne Johnson	570,000 shares
Dianne Johnson, as Trustee	900,000 shares
Sharon Pratt	100,000 shares
Paul Johnson	200,000 shares
Patricia Wellspeak	200,000 shares
Jeff Johnson	2,000,000 shares
Michael Ball	220,000 shares
Lawrence Pratt	100,000 shares
Adam Brown and Kelly Brown	585,000 shares
Harvard Fund, Ltd.	570,000 shares
Merchant Trust Fund, Ltd.	<u>570,000 shares</u>
TOTAL	6,015,000 shares

To this end, the Johnson Parties and the Corporate Parties will execute a Stock Purchase Agreement in the form attached as Exhibit F, and Dianne Johnson will execute a Guarantee in the form attached as Exhibit G. Any party to this Agreement not joining in documents authorizing the conveyance of the stock in IBAC Corporation hereby disclaims any interest in the stock being conveyed.

1.23. The Trustee will convey all his right, title, and interest in up to 1,500,000 shares of IBAC Corporation stock to the purchasers in the amounts identified on Exhibit "H." The purchasers identified on Exhibit "H" have been identified by Dianne Johnson and Michael Ball as good faith purchasers for value with no knowledge or reason to believe that their purchases were not proper. The Trustee will notify such purchasers and, upon proof of their good faith purchase for value, will transfer the shares of IBAC stock as restricted, unregistered stock.

1.24. The Trustee will convey all his right, title and interest in the remaining shares of IBAC Corporation stock, conveyed to the Trustee under this Agreement, to IBAC Corporation in exchange for consideration of \$50,000, paid by or on behalf of IBAC Corporation. In the event that IBAC Corporation fails to make such payment, the IBAC stock shall be property of the Trustee, but shall not terminate this Agreement.

1.25. The Corporate Parties hereby submit themselves and their assets to jurisdiction and venue in the Adversary Proceeding and the District Court Suit for the purposes of the Bankruptcy Court and District Court approving this Agreement, adjudicating their ownership of the stock described in paragraphs 1.18 and 1.22, and authorizing or directing the execution of any documents necessary to consummate this Agreement.

1.26. The parties and property subject to the injunction entered in the Adversary Proceeding will be released from the injunction. The parties will request that the U.S. Attorney's Office release the Marketable Record Title Act Notices recorded on any properties. However, Lots 2 and 3 of Otter's Run Subdivision and any property which is to be conveyed to the Trustee under this Agreement shall remain subject to the injunction and the notices until the conveyances to the Trustee are completed.

1.27. The parties, and specifically Warren D. Johnson, Jr., intend for the Agreement to resolve all claims for restitution in the Criminal Case. To this end, the Trustee warrants that he has contacted the victims of the Criminal Case, listed on Exhibit "I", and that all who were contacted agree to accept proceeds from this settlement in lieu of restitution. The parties further agree that all victims in the Criminal Case will be given notice and an opportunity to object to the Agreement as part of the approval process in the Bankruptcy Proceeding.

1.28. The parties, and specifically Warren D. Johnson, Jr., also intend for the Agreement to serve as the extent of any obligation to pay the Federal Public Defender, court costs, and any order of forfeiture in the Criminal Case, and will request that the U.S. Attorney's Office make this request of the Court in the Criminal Case.

1.29. The parties intend that the discharge of Warren D. Johnson, Jr. in bankruptcy will not be revoked, and the rights of all creditors in the Bankruptcy Proceeding shall be limited to the distribution or distributions to be made by the Trustee.

1.30. Warren D. Johnson Jr. hereby warrants and agrees that there will be no appeal of the restitution portion of the Criminal Case judgment, and that even in the event that his conviction is overturned or modified on appeal it will not affect the finality of this Agreement or of the restitution in the Criminal Case.

1.31. As part of the Bankruptcy Proceeding, the parties intend to request that, in addition to approving the Agreement and directing the parties to consummate it, the Bankruptcy Court order that the shares of Natural Solutions held by Harvard Fund Limited and Merchant Trust Fund Limited will be canceled; that the IBAC Corporation stock described in Paragraph 1.23 will be reissued as described; that \$31,119 will be paid by the Trustee to the district court for the Federal Public Defender's fees; that the reasonable fees and costs of the Trustee and his counsel (and, if one is necessary, his accountant) will be paid, with the amount to be determined by the Bankruptcy Court upon fee applications and notice and hearing as soon as practicable; and that the balance will be divided pro rata among the creditor/victims listed on Exhibit "I." The parties intend for this pro rata division to serve both as a bankruptcy dividend and as restitution.

1.32. The parties also intend to request that, in addition to approving the Agreement and directing the parties to consummate it, the orders in the District Court Suit and the State Court Suit provide for the cancellation of the shares of Natural Solutions held by Harvard Fund Limited and Merchants Trust Fund Limited.

1.33. The parties agree that, upon approval of the Agreement in the Lawsuits and by the Bankruptcy Court, they will request that the U.S. Attorney's Office and Warren D. Johnson, Jr., by himself and through counsel James Eisenberg, Esq., file in the Criminal Case a joint motion requesting preliminary acceptance of the Agreement in lieu of restitution (the "Acceptance Motion"). The Acceptance Motion will propose that the Court accept the Agreement, and the final transfer of all assets described in the Agreement, as an agreed upon resolution of all victim claims in the Criminal Case, and in lieu of any order of restitution in the Criminal Case.

1.34. This Agreement will close immediately upon entry of an order granting the Acceptance Motion in the Criminal Case. The parties agree that, upon entry of an order granting the Acceptance Motion, all rights, titles, and interests of all properties and funds to be transferred to the Trustee, as identified elsewhere in this Agreement, shall immediately and irrevocably revert to the Trustee. Upon transfer of these rights, titles, and interests to the Trustee, the parties will request that the U. S. Attorney's Office move for the Court to file a final Judgment and Commitment Order in the Criminal Case.

2. RELEASE

2.01. As a material inducement to the parties to enter into this Agreement and in consideration for the above, the Johnson Parties, on behalf of themselves, their respective heirs, executors, successors, and assigns forever release, acquit and discharge the Ice Ban Parties, Lisa Janke (Knuth), as Trustee of the Janke Family Vinasz Trust, the Miscellaneous Parties, Corporate Parties, and the Trustee, and their employees, officers, representatives, attorneys, directors and shareholders, affiliates, subsidiaries and their predecessors, successors and assigns from and against any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suit, rights, demands, costs, losses, debts and expenses of any nature whatsoever, known or unknown, suspected or unsuspected and all claims for attorneys' fees, costs, disbursements, and expert witness fees which the Johnson Parties now have, own or hold or claim to have, own or hold or which Johnson Parties owned or claimed to have, own or hold, including, but not limited to, those relating to or arising out of the litigation described in the first paragraph of this Agreement. The Johnson Parties specifically exclude from this release and reserve any claim to share in any multi-party action in any case brought against any attorney who has represented any party, provided the Johnson Parties have not and will not actively assist in bringing or pursuing such claim. The Johnson Parties also exclude from this release whatever claims they have assigned to the Trustee in this Agreement, since those claims, if any, will pass to the Trustee.

2.02. As a material inducement to the parties to enter into this Agreement and in consideration for the above, the Ice Ban Parties, on behalf of themselves, their respective heirs, executors, successors, and assigns forever release, acquit and discharge the Johnson Parties, the Corporate Parties, the Miscellaneous Parties, and the Trustee, and their employees, officers, representatives, attorneys, directors and shareholders, affiliates, subsidiaries and their predecessors, successors and assigns from and against any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suit, rights, demands, costs, losses, debts and expenses of any nature whatsoever, known or unknown, suspected or unsuspected and all claims for attorneys' fees, costs, disbursements, and expert witness fees which the Ice Ban Parties now have, own or hold or claim to have, own or hold or which Ice Ban Parties owned or claimed to have, own or hold, including, but not limited to, those relating to or arising out of the litigation described in the first paragraph of this Agreement. The Ice Ban Parties exclude from this release Howard Sears, Sears Oil Company, Sears Petroleum & Transport Company, IMUS, Inc., Greg Baun, and any employees or officers of such entities other than Jeffrey Johnson.

2.03. As a material inducement to the parties to enter into this Agreement and in consideration for the above, the Trustee, on behalf of himself, his successors and assigns forever releases, acquits and discharges the Ice Ban Parties, the Johnson Parties, the Corporate Parties, the Miscellaneous Parties, and their employees, officers, representatives, attorneys, directors and shareholders, affiliates, subsidiaries and their predecessors, successors and assigns from and against any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suit, rights, demands, costs, losses, debts and expenses of any nature whatsoever, known or unknown, suspected or unsuspected and all claims for attorneys' fees, costs, disbursements, and expert witness fees which the Trustee now has, own or hold or claim to have, own or hold or which the Trustee owned or claimed to have, own or hold, including, but not limited to, those relating to or arising out of the litigation described in the first paragraph of this Agreement..

2.04. As a material inducement to the parties to enter into this Agreement and in consideration for the above, the Corporate Parties, on behalf of themselves, their successors and assigns forever release, acquit and discharge the Ice Ban Parties, and the Johnson Parties, the Trustee, the Miscellaneous Parties, and their employees, officers, representatives, attorneys, directors and shareholders, affiliates, subsidiaries and their predecessors, successors and assigns from and against any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suit, rights, demands, costs, losses, debts and expenses of any nature whatsoever, known or unknown, suspected or unsuspected and all claims for attorneys' fees, costs, disbursements, and expert witness fees which the Corporate parties now has, own or hold or claim to have, own or hold or which the Corporate Parties owned or claimed to have, own or hold, including, but not limited to, those relating to or arising out of the litigation described in the first paragraph of this Agreement.

2.05. As a material inducement to the parties to enter into this Agreement and in consideration for the above, the Miscellaneous Parties, on behalf of themselves, their successors and assigns forever release, acquit and discharge the Ice Ban Parties, the Johnson Parties, the Corporate Parties, the Trustee, and their employees, officers, representatives, attorneys, directors and shareholders, affiliates, subsidiaries and their predecessors, successors and assigns from and against any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suit, rights, demands, costs, losses, debts and expenses of any nature whatsoever, known or unknown, suspected or unsuspected and all claims for attorneys' fees, costs, disbursements, and expert witness fees which the Miscellaneous Parties now have, own or hold or claim to have, own or hold or which the Miscellaneous Parties owned or claimed to have, own or hold, including, but not limited to, those relating to or arising out of the litigation described in the first paragraph of this Agreement.

3. COMPROMISE OF DISPUTED CLAIM; NO ADMISSION

3.01. This is a resolution of a disputed claim. This Agreement shall not be construed as an admission by the Johnson Parties, the Ice Ban Parties, the Corporate Parties, The Miscellaneous Parties or the Trustee that they have acted wrongfully with respect to any other party, or that any party has rights against another, nor shall this Agreement be admissible for any purpose, other than to enforce the rights expressly contained herein.

4 FULL SETTLEMENT.

4.01. This Agreement sets forth all the consideration to which any party is entitled.

5. MISCELLANEOUS.

5.01. This is our entire and only agreement, with the exception that Jeffrey A. Johnson and Natural Solutions Corporation shall enter into a separate written agreement to resolve Case No. 32-160-00173-99 as stated in (d) in the first paragraph of this Agreement, and the exception of a separate Stock Purchase Agreement between the Trustee and the purchaser of the 3,925,000 shares of Natural Solutions stock acquired by the Trustee pursuant to paragraph 1.18 above. This Agreement is conditioned upon the execution of those two agreements

5.02. The headings in this Agreement are for convenience only and have no bearing on the meaning of this Agreement.

5.03. The parties have carefully read and fully understand all the terms of this Agreement and are freely and voluntarily entering into this Agreement without coercion.

5.04. This Agreement shall be construed according to its fair meaning, the language used shall be deemed the language chosen by the parties hereto to express their mutual intent, and no presumption or rule of strict construction will be applied against any party hereto.

5.05. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of said counterparts together shall constitute but one and the same instrument.

5.06. The parties hereto shall execute and deliver any and all additional writings, instruments and other documents and shall take all such further actions as shall be reasonably required in order to effect the terms and conditions of this Agreement.

5.07. Jeffrey Johnson, Lynne Johnson, and Richard Grund represent and warrant that they do not know of any reason, after due inquiry, why any representations contained in the Stock Purchase Agreements between the Corporate Parties and the Trustee (Exhibits D and F) are not true. Adam Brown, Kelly Brown, Warren D. Johnson, Sr., Joyce Johnson, Paul Johnson, Patricia Wellspeak, Sharon Pratt, Lawrence Pratt, and Charlotte Pratt do not know of any reason why any representations contained in the Stock Purchase Agreements between the Corporate Parties and the Trustee (Exhibits D and F) are not true, but they represent that they have not made inquiry as to the truth of the representations in the Stock Purchase Agreements.

5.08 The representations and warranties contained in this agreement will survive the closing of the transactions and entry of the orders contemplated in this agreement

5.09 The Trustee specifically acknowledges that the allegations made by him in court papers have not been proven, and that several of the parties—including the Johnson Parties and Richard Grund—have denied all material allegations.

6 NOTICES.

6.01. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (i) upon hand delivery; or (ii) on the third day following delivery to the U.S. Postal Service as certified or registered mail, return receipt requested and postage prepaid. Any such notice or communication shall be delivered or directed to a party at its address set forth below or at such other address as may be designated by a party in a notice given to all other parties hereto in accordance with the provisions of this paragraph.

NOTICE to the "ICE BAN PARTIES" shall be sent as follows:

1) NATURAL SOLUTIONS CORPORATION and ICE BAN USA, INC. to:

Louis A. Isakoff
Robertson Asset Management
977 Centerville Turnpike, SHB 202
Virginia Beach, VA 23463

with a copy to:

James M. McCann, Jr.
Akerman Senterfitt & Eidson, P.A.
Phillips Point East Tower, #900
777 South Flagler Drive
West Palm Beach, FL 33401

2) IBAC CORPORATION to:

IBAC Corporation
Attn. Ray Marshall
136 Lakeshore Dr., #812
North Palm Beach, FL 33408

with a copy to:

James M. McCann, Jr.
Akerman Senterfitt & Eidson, P.A.
Phillips Point East Tower, #900
777 South Flagler Drive
West Palm Beach, FL 33401

3) ESTATE OF GEORGE JANKE, JR. to:

Lisa Janke Knuth
822 Durant Court
Wet Chester, PA 19380

with a copy to:

Kevin Carmichael
Quarles & Brady, LLP
4501 Tamiami Trail North, Suite 300
Naples, FL 34103-3060

4) CARMEN SILVA to:

Carmen Silva
5380 N. Ocean Drive
Singer Island, FL 33404

with a copy to:

James M. McCann, Jr.
Akerman Senterfitt & Eidson, P.A.
Phillips Point East Tower, #900
777 South Flagler Drive
West Palm Beach, FL 33401

NOTICE to the "JOHNSON PARTIES" shall be sent to:

Jeffrey Johnson
12118 E. Yates Center Road
Lyndonville, NY 14098

with a copy to:

Leslie Gern Cloyd
Berger Davis & Singerman
350 E. Las Olas Blvd., Suite 1000
Ft. Lauderdale, FL 33301

David J. Feingold
3300 PGA Blvd., Suite 410
Palm Beach Gardens, FL 33410-2810

James L. Eisenberg
James L. Eisenberg, P.A.
One Clearlake Centre
250 Australian Ave. S., #704
West Palm Beach, FL 33401

NOTICE to the "TRUSTEE" shall be sent to:

Soneet R. Kapila, Trustee
1000 S. Federal Highway
Ft. Lauderdale, FL 33316

with a copy to:

Patrick S. Scott
111 S.E. 12th Street, Suite B
Ft. Lauderdale, FL 33316

NOTICE to the "CORPORATE PARTIES" shall be sent to:

Mark E. Johnson
c/o Adam Brown
1520 S.W. Dyer Point Road
Palm City, FL 34990

with a copy to:

Robert D. Critton, Jr.
Burman, Critton & Luttier
712 U.S. Hwy. One
Suite 300
North Palm Beach, FL 33408

and

Leslie Gern Cloyd
Berger Davis & Singerman
350 E. Las Olas Blvd., Suite 1000
Ft. Lauderdale, FL 33301

David J. Feingold
3300 PGA Blvd., Suite 410
Palm Beach Gardens, FL 33410-2810

NOTICE to the "MISCELLANEOUS PARTIES" shall be sent to:

Linkous Corporation
Attn. Jerry Linkous
8713 Thousand Pines Circle
West Palm Beach, FL 33411

Gerald Bourne
221 Long Creek Cove West
Longwood, FL 32750

Richard Grund
7000 Lake Marsha Drive
Orlando, FL 32819

Steven C. Rubens
8 Vantage Drive
Pittsford, NY 14534

with a copy to: Alexander Korotkin
Chamberlain D'Amanda et al.
1600 Crossroads Building
Rochester, NY 14614

Burton J. Wickham
Box 1137
Barrie, Ontario
Canada L4M 5E2

7. CHANCE TO CONFER WITH ATTORNEY.

7.01. The parties have been advised in writing of their right to consult with an attorney before signing this Agreement and acknowledge that they have done so.

8 LEGAL FEES AND EXPENSES

8.01. All expenses involved in the preparation, authorization, execution and delivery of this Agreement, including, without limitation, all fees and expenses of agents, representatives, counsel and accountants, shall be borne solely by the party that shall have incurred the same.

8.02. In the event of a breach of this Agreement, however, the prevailing party in any resulting litigation shall be reimbursed its reasonable attorneys' fees and expenses incurred in such litigation by the party against whom judgment is rendered.

9. CONFIDENTIALITY

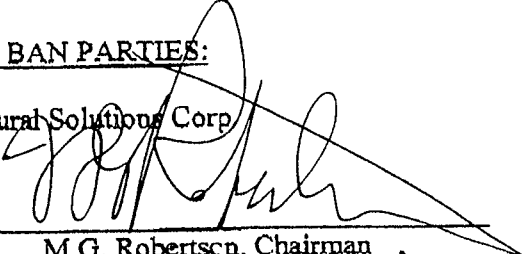
9.01. The parties acknowledge that the terms and existence of this Agreement must be filed with several Courts, but otherwise agree to keep the terms confidential and not disclose information concerning this Agreement or its existence to anyone, except as may otherwise be required by law or regulatory authorities. The Parties also acknowledge that Natural Solutions and IBAC Corporation must disclose material information to regulatory agencies, which may lead to public disclosure. The parties further acknowledge that disclosure of the Agreement must be made to all creditors/victims of the Bankruptcy Proceeding and the Criminal Case, including but not limited to those listed on Exhibit I.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ICE BAN PARTIES:

Natural Solutions Corp.

By


M.G. Robertson, Chairman

Ice Ban U.S.A., Inc.

By


Louis A. Isakoff, President

IBAC Corporation

By

Ray Marshall, President

Rev. Richard Grund



7000 Lake Marsha Drive
Orlando, FL 32819
407-248-9485 Fax 407-248-0573
Email firefall@bigfoot.com

February 21, 2001

David Feingold
Feingold & Kam
3300 PGA Blvd., Ste. 410
Palm Beach Gardens, FL 33410
VIA FACSIMILE 561-630-8936

Dear David:

Greetings to you sir!

Here are the two pages that pertain to me in the Settlement Agreement and Release. I have signed them in the time frame and manner in which Carolyn Bell has ordered them signed. I will send hard copies to you as well.

Let me state very clearly that I have signed them the duress and threats of the last two days in a letter from Patrick Scott, Bankruptcy Attorney for the Trustee and the verblage of U.S. Attorney Carolyn Bell's telephone call to you today.

Let me state very clearly that in no way does my signing this Agreement and Settlement Release indicate that I in any way believe that they have the right to this lawsuit or that they would even be able to do this without the fact that I am an American Citizen who works for a foreign corporation.

Let me state very clearly that due to the lack of due process and fair negotiating practices of Patrick Scott I will be unable to even retrieve my expenses as offered in the Agreement as I was unable to meet his unrealistic time frame.

Let me state very clearly that I believe that my rights as an American Citizen have been violated and that the Turks and Caicos Corporations I represent and their subsequent creditors have now been defrauded by this action. We have even wasted the \$19,000 put up for Security Costs to continue the lawsuit and the thousands of dollars spent to file the lawsuit.

Let me state very clearly that in accordance with Holy Scripture, God will not be mocked and that my enemies are now His enemies. Woe be unto to them!

Thank you and May God bless you and keep you. May He bless you going out and coming in and allow His face to shine upon you!

Sincerely,

Rev. Richard Grund

Rev. Richard Grund



7000 Lake Marsha Drive
Orlando, FL 32819
407-248-9485 Fax 407-248-0573
Email firefall@bigfoot.com

March 27, 2001

David Feingold
Feingold and Kam
3300 PGA Blvd., Suite 410
Palm Beach Gardens, FL 33410-2810

Patrick Scott
111 Southeast 12th Street, Suite B
Fort Lauderdale, FL 33316-1813

Dear David and Pat:

Greetings to you gentlemen!

I am in receipt of both forwarded documents from Patrick Scott. First of all, let me express my displeasure with still being asked to do anything regarding this settlement. My signature was given, under duress, almost a month ago. At that point all hope of obtaining the back salary owed for the work done was removed and any hope of our Turks and Caicos lawyer, Lloyd Rodney, of being paid was also negated. To expect anyone to do any work right now with no hopes of being paid is unreasonable and unrealistic. The settlement agreement covered all of these matters and the fact that the Registrars Office in the Turks and Caicos Islands already has Mark Johnson on record as the owner of those 6 other corporations also takes care of these matters.

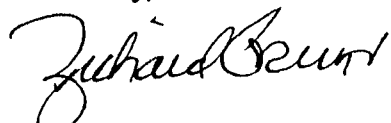
I would like to also state, for the record, that I am distressed over the fact that the lawyer hired in the Turks and Caicos Islands is the same lawyer representing Morris Cottingham and Associates in Grand Turk Harbour Developments' lawsuit for the misappropriation of \$5.5 Million Dollars. To use the same lawyer who has been the lawyer in these adversarial proceedings is clearly a conflict of interest and extremely unprofessional. While he may be suited to handle the 6 other corporations, even though Morris Cottingham and Ervin Quelch very specifically resigned almost two years ago from representing those companies, he in no way can handle anything to do with Grand Turk Harbour Developments, Ltd., Harvard Fund, Ltd. or Merchants Trust, Ltd. If there is to be any legal work done on behalf of those companies regarding this settlement, then Mr. Lloyd Rodney should be hired to do so. Otherwise, any other choice is out of the question. I am also upset that Ervin Quelch should be having any input into this matter, as he is also actively involved in the adversarial proceedings in the Turks and Caicos Islands. Both Mr. Quelch and Mr. Green have no business in dealing with Grand Turk Harbour Developments, Ltd., Harvard Fund, Ltd., and Merchants Trust, Ltd. as their intentions must immediately be considered suspect considering the charges facing their employers.

March 27, 2001

I am in agreement with the final paragraph of Mr. Scott's March 26, 2001 letter where he suggests board meetings to ratify any dissolution or transfer of IBAC or Natural Solutions stock. This is a very logical and acceptable manner in which to assist this latest snafu. I am curious as to who is going to pay the phone bills incurred to make this happen, the time it will take to make it happen and Mr. Rodney's time in filing the papers? Someone will have to pay for these expenses, up front, for them to take place. To expect anyone involved to do it for free is so far beyond any reasonable, professional expectations, so far in fact, that it shouldn't even have to be mentioned. If no one is willing to pay for these extra efforts, which have been requested long after the final signature was given on the settlement agreement, then I am not sure it will be able to take place at all. At this point, I would expect it may take a week or more to have a board meeting, get original signatures, have them FedExed to the island and filed. I am more than willing to make an effort to assist in this matter but am not willing to do so at my own expense nor am I willing to ask Mr. Rodney to do it for free either. Is Mr. Green being paid for his time? Is Mr. Scott? Or, Mr. McCann and Mr. Issakoff? I suspect all involved are being paid for their efforts. Why should anyone expect otherwise from me, Dr. Honeycutt or Mr. Rodney?

I look forward to further directions from you in this regard. If I do not hear from you I will presume that the parties involved have decided to proceed with the authority given to them in the initial settlement agreement.

Sincerely,



Rev. Richard Grund
Director Grand Turk Harbour Developments, Ltd.

CC. Lloyd Rodney
Dr. Andrew Honeycutt

August 23, 2001

Robert Critton, Attorney
Burman, Critton, Luttier & Coleman
712 U.S. Highway One- Suite 300
North Palm Beach, Florida 33408-4588

Dear Bob;

Please find enclosed a letter dated August 2, 2001 to Judge Friedman which speaks for itself as to the criminal activities of government agents.

Also find enclosed the letter to Atlas Stock Transfer Corporation dated August 17, 2001 which outlines the theft of collateral by Patrick Scott and Soneet Kapila, which was put up for the benefit of the Turks & Caicos Government under the Grand Turk Harbour Development Agreement.

It has also come to my attention that F.B.I. Agent Ray Thuman lied to us in the meeting at your office, when he said three times that Corrine B. Calvāsina (sister to F.B.I. Agent Bothea) WAS NOT INVOLVED. It seems she filed the original complaint with Ray Loeche that the F.B.I. would not reveal.

As to the extortion against me and my family, I set forth the following chronological events;

1. F.B.I. Agent David VonHolley threatened Adam Brown in December 1992 to Dr. Hansbrough, Tom Benda and their wives at the Stuart Boat Parade.
2. F.B.I. Agent Michael McBride threatened Adam Brown in his office at Waterfront Properties in 1997.
3. Patrick Scott, attorney for U.S. Trustee Soneet Kapila threatened to have Adam Brown indicted if he did not give up his lawfully purchased properties in late 2000- early 2001. These threats were relayed to me in a telephone conversation with Adam & Kelly Brown, my son-in-law and daughter respectively. Also reiterating the threats were Mrs. Patricia Wellspeak, my sister and also my father in telephone calls after the threats.
4. On January 11, 2001 I ordered a copy of the taped conversation with Adam & Kelly Brown exposing the extortion threat sent to Judge Ryskamp by the Palm Beach County Jail.
5. On January 20, 2001 I sent a letter to Judge Ryskamp outlining the extortion & duress, with copies to the Office of Professional Responsibility in Washington, D.C. as well as Patricia Wellspeak.

6. On January 22, 2001 I met with Jim Eisenberg and Robert Critton at the Palm Beach County jail and was told by both that I must sign this extortion agreement or Patrick Scott threatened to have Adam Brown indicted if our family did not give up control of two public companies (Ice Ban America, Inc. and IBAC CORPORATION), along with Adam's subdivision he purchased from Ken Ferrari, Pres. of Fercal, Inc. and put up over \$ 140,000 additional cash.
7. On January 25, 2001, Jim Eisenberg and Robert Critton were joined by attorney David Finegold and all three re-iterated the same extortion threats.
8. On approximately February 14, 2001 Angela Morelock, attorney put the Attorney General of the United States, John Ashcroft on notice by fax of the extortion.

I believe that we are now seeing the criminal activities of government agents being exposed at a very rapid rate. Since there was a cover-up at the Office of Professional Responsibility after Judge Ryskamp ordered Leslie Taylor to investigate, we can now expect a full investigation by Senators Schulmer, Orin Hatch and Patrick Leahey.

I also believe that my attorney's legal fees should be paid from funds held under Judge Friedman's court, since the case against me was a vendetta and the assets were taken by extortion.

I believe that God will bring justice and my fortunes will be restored. Haggai 2; 18 - 23 sets forth 1. God will restore my fortune, 2. he will shake the nation, 3. my enemies will kill each other and 4. I was chosen for this assignment.

I look forward to seeing you paid for your fine legal representation as soon as I am able. Judge Ryskamp agreed in the February 16 hearing that I have preserved my rights under the rule of law to recover my fortune under Bivens, Universal Commercial Code and the Federal Tort Claim Act. Jim Eisenberg is doing a fine job.

Yours truly,



Warren D. Johnson, Jr.

August 17, 2001

Atlas Transfer Corporation
5899 South State Street
Salt Lake City, Utah 84107

RE: Stock transfer of Natural Solutions, Inc. (a/k/a Ice Ban America, Inc.) by Patrick S. Scott, attorney for Soneet Kapila

Dear Sirs;

Please find enclosed a letter to U.S. Judge Friedman dated August 2, 2001 from the undersigned Warren D. Johnson, Jr. former President and founder of Ice Ban America, Inc. As per item 10 on page two, "The Settlement Agreement dated February 16, 2001 was obtained by DURESS and EXTORTION," of which you are now informed. This vendetta has been on going for over ten years and I will not bore you with the history, which will be the subject of hearings in the U.S. Senate committees as outlined in the letter.

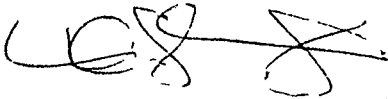
The following history should be of great interest to you as transfer agent however:

1. In 1998 Charter Media Group, Ltd., a Nevada Corporation who was the funder and developer of the Grand Turk Harbour Project transferred 3,925,000 shares to six Turks & Caicos companies as security for the proposed development with the GOVERNMENT OF THE TURKS & CAICOS ISLANDS (a British Overseas Territory).
2. These shares were the security under a development agreement with that country, which provided for a \$ 2,000,000 deposit to guarantee the dredging of the harbour and the following infrastructure and construction of a \$ 600 MILLION DOLLAR project according to published reports. (1st Phase--Multi-Billion \$ Total)
3. The U.S. Trustee Soneet Kapila well knows that there are no lost stock certificates. The certificate for 500,000 shares issued to the Marlin Fund was the first certificate delivered to Attorney Finbar Dempsey, as escrow agent for the the Turks & Caicos Islands government and required under the development agreement.
4. The Government of the Turks & Caicos Islands have been cheated out of a project that the small island nation desperately needed. Trustee Kapila has damaged that nation by illegally extorting these securities, as well as the entire Johnson family. The former Governour John Kelly and the attorney general were lied to by our F.B.I. and Justice Department. That government, along with the Johnson family will ultimately make their claims for damages as per the letter to Judge Friedman.
5. Carolyn Bell, the Assistant United States Attorney, told my attorney that "THE U.S. GOVERNMENT HAS LOTS OF MONEY, LET THEM SUE." after the February 16, 2001 hearing before Judge Ryskamp. You may well want to cover your company by requiring a bond from

those parties wishing to acquire control of these public companies.

6. You may wish to receive assurance from the government of the Turks & Caicos Islands that they have agreed to their collateral being stripped from the development agreement and do not wish to make a claim for damages when it is proven that the case against me was a vendetta and hate crime by the U.S. Agents involved.

Yours truly,

A handwritten signature in black ink, appearing to be 'W.D. Johnson, Jr.', with a stylized flourish at the end.

Warren D. Johnson, Jr.

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO. 02-80353-CIV-RYSKAMP/SORRENTINO
(98-8039-CR-RYSKAMP)

WARREN D. JOHNSON, JR.,

Petitioner,

v.

Judge Ryskamp
Magistrate Sorrentino

UNITED STATES OF AMERICA,

Respondent.

_____ /

PETITIONER'S RESPONSE TO
TO THE FILING OF
GOVERNMENT'S ANSWER TO PETITIONER'S
MOTION TO VACATE, SET ASIDE, OR CORRECT
SENTENCE PURSUANT TO TITLE 28, UNITED STATES
CODE, SECTION 2255

COMES NOW, Warren D. Johnson, Jr., Sui Juris and In Propria Persona, who properly filed a Combined Motion in case no. 98-8039-CR-RYSKAMP as a F.R.E. 201(d) of undisputed facts for Manditory Judicial Review as provided for in the F.R.Cr.P.; a Rule 3 Criminal Complaint against those individuals who lied, withheld information and had misled the Jury in the above referenced case; as well as a motion for a Writ of Habeas Corpus and hereby responds to the Government's Answer to petitioner's Motion to Vacate, Set Aside, or Correct Sentence pursuant to Title 28, United States Code, Section 2255, as follows:

1. Petitioner has preserved his future rights to file a Title 28 U.S.C. § 2255 motion at a later date and did not file such a motion relating to section 2255 of the United States Code at this time.

TCI-10-PG.8

2. Petitioner filed a 201(d) under the Federal Rules of Evidence to bring forth the true and correct and more complete facts that were not brought forth by the Government, public defender Adler or Appeals attorney Eisenberg. Due to their incompetence, misrepresentation and ineffective counsel, the Petitioner chose to proffer the Record and correct their inadequate proofs or lack of proof thereof concerning the violations of Petitioner's due process, civil and constitutional rights. Attorney Eisenberg did write a legal opinion which he signed, Exhibit A, and made herein as part of this Response that Petitioner can sue "Ms. Bell, Agent McBride, Kapilla, Scott and McCann," but Petitioner felt that the Truth must be put on the record.

3. Appeals attorney Eisenberg and Government's public defender Adler never ever obtained authorization in writing as required by Local Rule 11.1(D) to stand before the Court and they never challenged the fact that the indictment was not returned in open court by the grand jury as required by F.R.Cr.P. Rule 6(f), which denied Jurisdiction to this Court as there was no valid indictment.

4. Petitioner can go on for great lengths about the ineffective and incompetent counsel as brought forth in the Combined Motion, which would include the fact that due process violations included under F.R.Cr.P that there was no Rule 3 Criminal Complaint, there was no hearing before a federal magistrate judge to determine probable cause in a Bankruptcy Fraud case under Title 18 U.S.C. § 3057 Bankruptcy Investigations; based on Rule 5.1 Preliminary Examination, which never originated as designated by Title 18 U.S.C. § 3060 Preliminary Examination which was required by law to do so; and all the undisputed facts brought forth in the 123 pages covering the F.R.E. 201(d), Writ of Habeas Corpus, and

1462

Rule 3 Criminal Complaint and supported by Exhibits A through Z contained therein, and in fact were never previously brought forth in this case. These would obviously be major issues in a Title 28 U.S.C. § 2255 motion against the attorneys forced on Petitioner against his will to represent the Defendant in violation of the Local Rules as well as Petitioner's civil and constitutional rights.

5. Carolyn Bell has not only failed to answer and dispute the facts contained in Exhibits A to Z in support of the F.R.E. 201(d), Writ of Habeas Corpus and Rule 3 Criminal Complaint, but in fact has admitted the F.R.Cr.P. Rule 3 Criminal Complaint in this case did not exist which further support the evidence of a criminal enterprise under RICO against the Petitioner. How could an investigation of this magnitude arise except as a vendetta from suing an F.B.I. Agent's sister and their powerful and corrupt co-conspirators like Merrill Lynch and Holland & Knight being the motor to drive it? Without the complaint, this is an additional crime to add to the Rule 3 Criminal Complaint and a further violation of Petitioner's due process constitutional rights.

6. Carolyn Bell offers only court cases and questions with no evidence to support her Answer filed on September 26, 2002.

7. The United States v. Maung case, 267 F.3d 1113 (11th Cir. 2001) is an extension of previous cases by the 11th Circuit Court of Appeals and clearly sets the 90-days from the Sentence Hearing as the absolute maximum for determining Restitution or there can be no Restitution under the Rule of Law. The law did not change because of the Maung case but had already existed prior to this time. Carolyn Bell has again lied to mislead the Court. This is 1463 the very reason Patrick Scott and the tortfeasors resorted to threats

and extortion, since Patrick Scott admitted he could get nothing. The Johnson family members were all told of the extortion by several attorneys. That is why attorney Angela Morelock wrote her opinion and also stated that we could easily prove the extortion later on. Eisenberg wrote his opinion in long hand below Angela Morelock's opinion and stated in no uncertain terms who we would be able to sue for damages. Everyone well knew that Petitioner exposed the extortion to Palm Beach County Sheriff's deputies and to Judge Ryskamp in his letter to the Judge on January 20, 2001. See Exhibit B attached to the Combined Motion - pages B-55 to B-57.

SUMMARY

This criminal enterprise has allow Merrill Lynch, et al. to use the F.B.I. and Justice Department as its own private police force. Like the innocent people put in prison by F.B.I. agents in Boston, Massachusetts thirty years ago, Petitioner has always maintained his honor, integrity and innocence. It is never too late to establish the Truth and facts as in the case in Boston where F.B.I. agent John J. Connelly, Jr. was recently sentenced by the Court to 10 years in prison, while his victim has now filed his damage suit for \$100 million. We can no longer allow F.B.I. agent to get drunk, kill two blacks coming from church and have law enforcement buddies cover up and lie for the agent. Obviously when Robert Hansen spied for the Russians for 15 years this even alarmed the F.B.I. brass. The American people are getting fed up with the misconduct and crimes against law abiding citizens such as the Royal Johnson Family, under the color of authority and the color of law.

1464

Through this Writ of Habeas Corpus and the supporting facts, Petitioner is seeking immediate release from federal custody.

If the Court allows an innocent man to be held in prison where:

1. There was no Complaint.

2. There was no valid indictment as there was no indictment returned in open court by the grand jury.

3. Due process constitutional right were trampled.

4. The innocent man was not allowed his constitutional rights to defend himself.

5. F.B.I. 302 Field Reports were destroyed as evidenced in Jerry Linkous Affidavit by his statement he made to Carolyn Bell and agent McBride on September 14, 1998. See Exhibit B attached to the Combined Motion - pages B-34 to B-35.

6. The trial was a sham.

7. Lawful assets were extorted from members of the Royal Johnson Family. See Exhibits W and Z in support of the Combined Motion.

8. The religious conscience of the Royal Johnson Family was violated, which is an offense against the Law of Nations.

9. The Turks and Caicos Island's government was lied to by the Department of Justice.

10. A multi-billion dollar (U.S.) project was destroyed, that was a significant part of the economic plan of the Turks and Caicos Island's government.

11. Collateral was extorted from the Turks and Caicos project that had a future forward value of \$41 billion.

12. Ice Ban was bankrupted as a result of the criminal acts of the tortfeasors, which has now cost the United States of America billions of dollars in damages and thousands of lives lost as a result of this act.

13. The United States of America faces litigation in the

1465

TCI-10-PG.12

International Court of Justice at the Hague, Netherlands under the rule of postliminium.

WHEREFORE, these actions by officials of the Justice Department and the final outcome may well strip the United States of its Sovereign Immunity; cost \$123 billion under RICO for triple damages; and thus making our system of Justice a laughing stock.

For the foregoing reasons, plus the undisputed evidence, affidavits, exhibits and undisputed facts, the Petitioner requests the Court to hereby grant Petitioner's motions and relief requested.

Respectfully submitted this 7th day of October, 2002.



Warren Douglas Johnson, Jr.
c/o 53225-004 / A-3 (Citrus)
Federal Correctional Complex - Low
P.O. Box 1031
Coleman, Florida 33521-1031

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true, correct and complete copy of the foregoing has been provided by U.S. Mail as of this 7th day of October, 2002.

Carolyn Bell
Assistant United States Attorney
500 Australian Avenue
Suite 400
West Palm Beach, Florida 33401



BY: Warren D. Johnson, Jr.

TCI-10-PG.13

1466

MORELOCK & ASSOCIATES, LLC

Attorneys at Law
519 Pleasant Home Road
Suite A-1
Augusta, Georgia 30907

Angela R. Morelock, Esq.

(706) 210-9917
(706) 210-1541 Facsimile

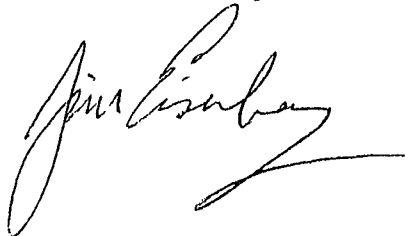
February 21, 2001

To: Warren Johnson
From: Angela R. Morelock, Esq.

Warren, please go ahead and sign the agreement without any protest or in the alternative, sign the addendum to the agreement without any protest. I feel certain that we can overcome this issue later.

My phone at the office may be working later today. The phone company may have to splice a line in which case my phone should be working by the end of the week.

Warren, I agree with Angela R. Morelock that deleting the language "UCC §1-207 'WITHOUT Prejudice'", will not hinder any civil suites you have based on this case, including the suite against Mr. Bell, Agent Mr. Brink, Kapilla, Scott and McLann because we put on the record you were signing in protest and with the understanding that it would not hinder any appeal, "2255" Petition or civil suit,



TCI-10-PG.14

EXHIBIT A

1467

EXHIBIT Y

----- Forwarded message -----

From: "David Feingold" <feingoldkam@hotmail.com>
To: jeffreyjon@juno.com, firefall@bigfoot.com
Date: Wed, 14 Feb 2001 20:05:08
Subject: Fwd: Johnson
Message-ID: <F229eqoMIOGCvqQ7SzE000055cc@hotmail.com>

Dear Jeff and Richard,

Please circulate to the appropriate parties and advise me of your comments

>From: PScott1615@aol.com
>To: <lloyd@bdsllaw.com>, <jmccann@akerman.com>, <lou_isakoff@usa.net>,
> <BigJimLaw@aol.com>, <feingoldkam@hotmail.com>,
><carolyn.bell@usdoj.gov>, <BCLCCRITTON@aol.com>, <MLUTTIER@aol.com>
>Subject: Johnson
>Date: Wed, 14 Feb 2001 11:04:00 EST
>
>
>I have heard indirectly that Warren Johnson has found a lawyer who he is

>confident can get his conviction overturned. If he does not sign the
>settlement agreement and related documents by the commencement of the
>hearing on Friday, I think there will be no turning back. We will
>pursue
>every asset, including Adam Brown and Kelly Brown's home, the Globenet
>stock, and judgments against every family member who ever made a dollar
>from selling Ice Ban America stock or IBAC stock. We will seek
>nondischargeable judgments against several of them for conspiracy to
>defraud.
>
>I am e-mailing to each of you a complete set of the current drafts of
>all
>documents, so that there will be no confusion over what the documents
>are
>Note that the proposed bankruptcy court order approving the settlement,
>and
>a list of exhibits to the settlement agreement, are included among the
>attached files by e-mail
>
>The only changes from the previous set that was e-mailed are:
>
>1) The signature date of all documents have been changed from "January
>____" to "February ____",
>
>2) The references to February 2 and February 9 in the settlement
>agreement
>have been changed to March 16, and the reference to March 1 closing
>deadline has been changed to March 7,
>

Juno e-mail printed Wed, 15 May 2002 21:08 58 , page 2

>3) We have included a new document to fill an omission in the assignments:
> Adam's interest (and what we allege to be Warren's secret interest)
>in
>Bay Pointe Estates was to be assigned to the trustee per 1.12 of the
>settlement agreement, so we now have a separate assignment document for
>that,
>
>4) The proposed order has some stylistic changes as well as some new
>language in 2 and 3, all at the suggestion of Jim McCann or Lou Isakoff.
>
>I am including two versions of the settlement agreement which differ
>only
>in 1.10, 1.11, and 1.14 (having to do with whether the \$50,000 is put up
>now and later refunded) Either version is acceptable to the trustee,
>and
>the Johnson family must choose one I remind you that the trustee is
>not
>amenable the waiving the \$50,000 escrow and paying \$50,000 to the
>Johnsons
>or their attorneys
>
>I will have clean copies of all documents at the hearing But once the
>restitution hearing begins, there is no way to settle the case.
>
>
>
>
>
>
>
>010214pMemAllParties

Get your FREE download of MSN Explorer at <http://explorer.msn.com>

EXHIBIT TCI-11

TABLE OF EXHIBITS

Table of Exhibits filed United States v. Warren D. Johnson, Jr. Case No. 98-8037-CR-RYSKAMP Southern District of Florida in support of a Rule 201(d); Petition for a Writ of Habeas Corpus; Filing a Rule 3 Criminal Complaint; and Verified Declaration in support of this Complaint and Motion.

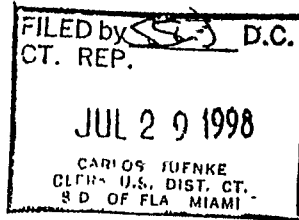
Letter

Affidavit of Warren D. Johnson, Sr.	A
Affidavit of Jeffrey A. Johnson	B
New Articles	C
Rules of Evidence - FCR Rule 201(d); Title 18 U.S.C. § 3060; Preliminary Examination; Docket Proceedings; F.R.Cr.P. Index; Ineffective Assistance of Counsel Rule 6(f); Title 18 U.S.C. § 31 - Chapter 2; and Pro-se / In Propria Persona definitions	D
Excerpts of Motions Filed by Patrick Scott, Attorney for U.S. Trustee Soneet Kapila	E
Excerpts of P.S.I. Report by Patricia A. Borah, U.S. Probation Officer	F
Excerpts of Testimony of James Lindsey	G
Three Agreements Filed in the Martin County Florida Public Records, dated January 11, 1994, Showing Dr. Walter Harber Owned 100% of Bay Pointe Estates (Not Bay Pointe Estates Land Trust) and a Deed to the Lindsey Family Trust dated April 1, 1994	H
Excerpts of Testimony of Stephen Rofsky	I
Excerpts of Testimony of James Harper	J
Excerpts of Testimony of Ray Marshall; Gerald Bourne; and Rashid "Reg" Bodhanya	K
Excerpts of Testimony of Dennis Ciaglo; and Richard Grund	L
Copy of <u>U.S. v. Guthrie</u> on Prosecutorial Misconduct and Vindictiveness	M
Excerpts of Hearings pre-Trial where Johnson was Denied being Pro-se and Denied his Demand for a Bill of Particulars	N
News Articles	O

Letter

Letters showing Johnson was finally allowed to be Pro-se on June 24, 1999	P
Dianne Johnson's Riverside Bank Account - #1002141708, from 3/21/94 to 11/03/94, When the Entire \$225,000 was Expended	Q
Warren Johnson's Letter of Engagement for Bay Pointe Estates for Employment, Time Sheets, Offers to U.S. Trustee Kapila, Sanchez Contract, Appraisal, Harber's Expenses and Adam Brown Awards from 1991 to 1993	R
Southeast Bank Documents	S
Fercal (Harbour Pointe Subdivision) Documents - Phase V (AKA Otters Run); Phase VI (AKA Bay Pointe Estates), Project received Benefit of Linkous 10" Water Main prior to March 13, 1989	T
Violations of Defendant Warren D. Johnson, Jr.'s Pro-se Status and Governmental Extortion Issue	U
Pro-se Motion to Notify Attorney Generals of U.S.A. and Florida of Vendetta, Cover-up and Fraud in this case	V
Johnson Family History - Mayflower Compact (First Constitution in America - 1620)	W
Sale of Lawsuits and Raymond Loesch Documents	X
Extortion Threat by Patrick Scott Wed. 14 Feb. 2001 e-mailed to Carolyn Bell @ usdoj.gov and Johnson family Attorneys	Y
Documentation in Support of the Reorganized Principality of Orange. The Royal Johnson Family - PORTOSEL	Z

JUL 31 1998



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

UNITED STATES OF AMERICA,
Plaintiff,

No: 98-8039-CR-RYSKAMP
West Palm Beach, FL
June 23, 1998

v.

WARREN D. JOHNSON, JR.,
Defendant.

ORIGINAL

TRANSCRIPT OF STATUS HEARING
BEFORE THE HONORABLE ANN E. VITUNAC
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

For the Plaintiff:

CAROLYN BELL
Asst. U.S. Attorney

For the Defendant:

ROBERT ADLER
Asst. Fed. Public Defender

Transcriber:

L. Byer

JACK BESONER & ASSOCIATES

12 MS. BELL: Yes. However, it's unclear whether the
13 project has -- whether ground has actually been broken.

14 But the Court will notice this December 11th, 1997
15 newspaper article. We've also been talking to Scotland
16 Yard, your Honor, but this newspaper article regarding this
17 multi-million dollar deal and commemorating the signing of
18 certain paperwork to allow this deal to go forward. This
19 deal is supposed to be a huge part of the Grand Turk
20 economic plan. So, as you can see, it takes up an enormous
21 portion of Grand Turk Island.

20 MS. BELL: We don't know, your Honor, but clearly
21 it must have been after March 4th of 1998 because that's
22 when the Marlin Preservation Fund had that stock transferred
23 into it. I shouldn't say "clearly." It is speculation. We
24 don't have that information, but we do have information that
25 at some point in time the stock in the Marlin Preservation

1 Fund was put up as collateral -- offered as collateral by
2 Mr. Johnson. So to say that he no longer has control over
3 these assets is -- does not appear to be in keeping with the
4 facts.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

UNITED STATES OF AMERICA,	.	CASE NO. 98-8039-CR-KLR
	.	
PLAINTIFF,	.	WEST PALM BEACH, FLORIDA
	.	
V.	.	
	.	FRIDAY, JUNE 18, 1999
WARREN JOHNSON,	.	9:00 AM
	.	
DEFENDANT,	.	
.	<u>SENTENCING VOL 1 of 2</u>

TRANSCRIPT OF PROCEEDINGS HAD
BEFORE THE HONORABLE KENNETH L. RYSKAMP
UNITED STATES DISTRICT JUDGE

APPEARANCES

FOR THE UNITED STATES: CAROLYN BELL, AUSA

FOR THE DEFENDANT: JAMES EISENBERG, ESQ.
ROBERT CRITTON, ESQ.

COURT REPORTER: CRISS D. BERTLING, RPR-CM
OFFICIAL COURT REPORTER
UNITED STATES DISTRICT COURT
701 CLEMATIS STREET, #416
WEST PALM BEACH, FLORIDA 33401
PHONE (561) 651-3865

(PROCEEDINGS RECORDED AND TRANSCRIBED VIA C.A.T.)

Bodhanya - Direct

1 Q. Mr. Bodhanya, you had made a statement that there are
2 secrecy laws within the Turks and Caicos Islands?

3 A. Yes.

Bodhanya - Direct

19 MR. EISENBERG: If I might, Judge. I think,
20 though, that the person who should be doing this issue is the
21 Turks and Caicos judge and not a United States District Court
22 Judge, according to the testimony.

23 THE COURT: Well, he's here and he's not under the
24 jurisdiction of any Turks and Caicos judge. He's under my
25 jurisdiction. I'll allow him to proceed.

Bodhanya - Direct

1 about a company called Iceban?

2 A. Yes.

3 Q. Tell us what he said about that.

4 A. He basically discussed the fact that he was involved in
5 a company called Iceban. It was the fastest growing stock on
6 the NASDAQ exchange. It had a tremendous future. And he
7 believed that it was going to, it was going to perform so
8 well that would it put Mr. Johnson in a Bill Gates category.
9 That was it.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

UNITED STATES OF AMERICA,	.	CASE NO. 98-8039-CR-KLR
	.	
PLAINTIFF,	.	WEST PALM BEACH, FLORIDA
	.	
V.	.	
	.	WEDNESDAY, JUNE 23, 1999
WARREN JOHNSON,	.	1:30 P.M.
	.	
DEFENDANT,	.	
.	<u>SENTENCING - VOL 2 of 2</u>

TRANSCRIPT OF PROCEEDINGS HAD
BEFORE THE HONORABLE KENNETH L. RYSKAMP
UNITED STATES DISTRICT JUDGE

APPEARANCES

FOR THE UNITED STATES: CAROLYN BELL, AUSA

FOR THE DEFENDANT: JAMES EISENBERG, ESQ.
ROBERT CRITTON, ESQ.

COURT REPORTER: CRISS D. BERTLING, RPR-CM
OFFICIAL COURT REPORTER
UNITED STATES DISTRICT COURT
701 CLEMATIS STREET, #416
WEST PALM BEACH, FLORIDA 33401
PHONE (561) 651-3865

(PROCEEDINGS RECORDED AND TRANSCRIBED VIA C.A.T.)

Ciaglo - Direct

7 A. Adam Brown asked me if I was interested in doing a multi
8 billion dollar project out of the country. And he said he
9 knew somebody that was looking to hire somebody to do a
10 project out of the country and if I was interested he would
11 introduce me to the person.

8 Then there's the Natural Solutions stock. We have
9 been through most of these shares of stocks. Medical
10 college, windmills, Hawk's Nest, Reid, Rider, Marlin
11 Preservation fund, which, as the Court will recall, is
12 500,000 shares of stock in escrow backing this Grand Turk
13 Harbor project. Harvard Fund, Merchants Fund.

Patrick Scott

Exhibit E, page E-5

Most of the debtor's 6.4 million restricted shares in Natural Solutions ended up, indirectly through Harbour Funding Group (Nev), in six offshore corporations (the first six listed on the chart above), beneficial ownership of which has been ascribed to a family trust set up for the debtor's children, siblings, and nephews and nieces. The next two companies listed were formed in 1997 to hold restricted founder's shares of IBAC Corporation. In the course of dealing with Rashid "Reg" Bodhanya—the local representative of the registered agent for the nine Turks and Caicos companies—, and while the value of both the Natural Solutions stock and IBAC Corporation stock was still rising, the debtor made a series of financial deals with Bodhanya to save Bodhanya's own failing hotel empire in the islands. Janke—as Natural Solutions' president—authorized the release of restrictions on a million shares to be sold by some of the offshore companies, which raised roughly \$3 million in cash offshore, which was put into the control of Bodhanya. One of the original six companies pledged its 500,000 shares to the Turks and Caicos government for a performance bond on a resort project to be built by Grand Turk Harbour Developments, Ltd., and the debtor solicited Gerald Bourne of Longwood, Florida to be the director of the resort project. The debtor and Jeffrey Johnson have claimed that Bodhanya misappropriated the moneys. Bodhanya resigned as a director of the companies in July 1998, and has since fled the Turks and Caicos Islands in the wake of a government investigation.

Review of FBI Workers' Discipline Ordered

A11

By CURT ANDERSON

The Associated Press

WASHINGTON — Concerned about an erosion of trust, FBI Director Robert Mueller announced a review Friday of the agency office that investigates employee wrongdoing and takes disciplinary action.

The inquiry, which could take six months, focuses on the FBI Office of Professional Responsibility, which has been accused of having dual disciplinary systems for supervisors and field agents and of minimizing allegations of retaliation against whistleblowers.

"FBI employees must trust that allegations of wrongdoing will be thoroughly investigated and that discipline will be appropriate and fair regardless of the assignment or seniority of the employee involved," Mueller said in a statement.

"The public must also have confidence that the FBI is holding its employees to the highest standards of professional conduct," he added.

The statement says that the review is partly a response to "an erosion of trust" because of problems detailed in media reports and investigations by the Justice Department's inspector general and by Congress.

The review will be led by Griffin Bell, who was attorney general under President Carter, and former FBI executive Lee Colwell, a 24-year veteran who retired in 1985. Bell, now a partner with King & Spalding law firm in Atlanta, was also a member of the Webster Commission that in 2002 reported on FBI security failings in the Robert Hanssen spy case.

In addition to specific cases, the review is intended to look at all aspects of the disciplinary office, such as the way appeals are handled.

The internal review follows a report by Glenn A. Fine, the Justice Department inspector general, concluding that the current head of OPR, Robert Jordan, exercised poor judgment by denying a promotion to an FBI agent who claimed on CBS's "60 Minutes" that supervisors received lighter punishments than field agents for similar transgressions.

METRO & STATE

FRIDAY, JUNE 6, 2003 ■ THE TIMES

A smelt gets fried while big, crooked sharks swim

I am for Martha. Here's why. For starters, I am for Martha because of Enron.

Enron stole other people's money.

Enron stole the retirements of its employees. Enron stole the money of investors.

Enron's lies cost investors something like \$68-billion in market value.

That's B, billion. Enron's lies allowed it to steal \$800-million in the form of lost pension investments.

So here is my deal for you.

The day that Kenneth Lay, Enron's former chairman and buddy of Bill Clinton and George W. Bush, spends ONE MINUTE in jail . . .

I'm not talking about the underlings who are getting scapegoated. I want the big kahuna.

On that day, then sure, let's go after Martha for avoiding a \$45,000 stock loss.

That's T, as in thousand.

Forty-five THOUSAND.

Here's another reason I am for Martha.

Just this April, 10 large firms on Wall Street agreed to pay back \$1.4-billion — that's B, billion — after being accused of misleading their customers about which stocks to buy.

See, customers are supposed to be able to trust their brokers to get good advice. But these firms were accused of pushing stocks that they themselves knew were bum. They had their own, side business relationships with those stocks.

I also am for Martha because of the *Financial Times* of London.

Last year, that publication reported that the top executives and directors of the 25 largest U.S. companies to go bankrupt since January 2001 had pocketed \$3.3-billion. They did this mostly by cashing out their own stock, knowing it was going to tank before the unsuspecting public found out.

That's B, as in . . . oh, never mind.

I am for Martha because of WorldCom. I am for Martha because of Adelphia. I am for Martha because of Rite Aid, Conesco and Arthur Andersen. I also am for Martha because of the laughable and toothless Harvey Pitt, former head of the Securities and Exchange Commission.

In sum, rich white men with connections walk away with billions.

And we indict Martha?

We're not even indicting her for alleged insider trading. Basically, we're indicting her because she had the gall to keep insisting she was innocent after the government set its sights on her.

"Martha Stewart is being prosecuted not for who she is, but for what she did," har-rumphed James B. Comey, the U.S. Attorney for the Southern District of New York.

Now, really.

A man who tells such an insulting, fatuous, laughable lie to the entire nation — while strutting, of course, like a peacock in front of the TV cameras — a man like that ought not to be allowed to be a U.S. attorney at all.

What a buffoon! What an awful liar. The Iraqi information minister was more believable. Bill Clinton told better lies even on an off day. Last night, somewhere in this land, a husband tried to sneak into his house at 3 a.m., got caught, claimed he had a flat tire, and even HE was a better liar than this James B. Comey fellow.

Do you want to know the real laughter of the whole dot-com, Enron, WorldCom, Wall Street collapse?

They still don't get it. The culture of over-paid CEOs and fast-and-loose accounting has not changed.

Just a few DAYS after the big brokerages agreed to pay \$1.4-billion in fines at the end of April, a Bear Stearns analyst turned right around and appeared in a promotional Web ad announcing a new IPO, initial public offering.

Oh, yeah, and it might take at least a year and half or so before misled investors get any of that \$1.4-billion.

Lastly, I am for Martha because of Kmart. She started out with Kmart before she became a megastar, and she stuck with Kmart. Loyalty ought to count for something.

It was fun to make fun of Martha when she was perfect. But now, you know what she is? She is bread and circuses, that's what. She is the U.S. Justice Department's version of bread and circuses, worth \$45,000, while others who steal billions get away with it.

SECTION B



HOWARD TROXLER

COLUMNIST

TO CONTACT US ABOUT NEWS:

By phone: 893-8215

By fax: 893-8675

By e-mail: local@sptimes.com

TCI-11-PG.11

PRESENTMENT OR INDICTMENT

TO THE CONGRESS OF THE UNITED STATES: For violations of the Law of Nations; violations of Human Rights Law; and, violations of United States Criminal statutes; whereby,

The undersigned has determined the probability of guilt in criminal acts, supported by documents filed by the Johnson family (PORTOSEL), in support of this presentment.

I, the undersigned, join a Grand Jury of United States citizens and world citizens, with Jeffrey Alan Johnson as Grand Jury Foreperson, who have inquired into the crimes committed in the United States against Warren Douglas Johnson, Jr., his family members (a/k/a PORTOSEL), legal persons of the Turks and Caicos Islands, and legal persons of Nevis; and, hereby vote to indict the following supposed offenders for theft of property and obstruction of Justice under

Mahomed Rashid Bodhany; Michael McBride; Carolyn Bell;
Soneet Kapila; Patrick Scott; Kenneth Ryskamp;
1 - 100 John Does; 1 - 100 Jane Does; 1 - 100 John Doe
Corporations.

This vendetta turned religious war against Warren D. Johnson, Jr. and his family members (PORTOSEL) was done as a Private Act by tortfeasors, d/b/a or acting as United States Attorney under the "color of authority" and the "color of Law"; and, all offending parties cannot claim sovereign immunity or hide behind the theory of sovereign immunity.

The undersigned hereby Orders the Appointment of a Special Prosecutor for investigation and charging by a Special Grand Jury of the specific criminal acts supposedly committed by the foregoing named indicted offenders for each and every specific statute and law deemed to have been violated; and return any additional indictments as superseding indictments.

Dated: _____

Jeffrey Alan Johnson, Foreman
%PORTOSEL
12118 East Yates Road
Lyndonville, NY 14098 USA
www.portosel.org

This Presentment or Indictment will be presented in Open Court with a concurrence of a minimum of 12 voting jurors to indict. Please send by U.S. Mail or by e-mail.

Signature (Name Printed Below)

[] Citizen of the sovereign
State of _____

[] Non-Citizen filing in
support of PORTOSEL and
the Rule of Law

(check only one of the above)

Name & Address

TCI-11-PG.12

EXHIBIT TCI - 12
(See Pages 1263 to 1335)

AFFIDAVIT OF JEFFREY JOHNSON IN SUPPORT OF
 A CRIMINAL COMPLAINT OF VIOLATIONS
 OF THE LAW OF NATIONS
 TO THE CONGRESS OF THE UNITED STATES
 TO THE ATTENTION OF THOMAS M. DAVIS, III
 COMMITTEE ON GOVERNMENT REFORM
 2157 RAYBURN HOUSE OFFICE BUILDING
 WASHINGTON, D.C. 20515-6143

STATE OF NEW YORK)
)ss.
 COUNTY OF ORLEANS)

COMES NOW, Jeffrey Alan Johnson, on behalf of Warren Douglas Johnson, Jr. and his twenty-one family members (herein after referred to as PORTOSEL), who hereby brings this Complaint of enormous magnitude to the Congress of the United States of America under the authority conferred upon Congress by Article 1, § 8, Clause 10 of the Constitution of the United States of 1789 A.D. (the Constitution).

The Complaint alleges **inter alia** numerous violations of the Law of Nations, which hereby **requires** inquiry and investigation on the part of Congress. The charges, which are copiously documented in Exhibits CR-C-1 to CR-C-12 attached; and Exhibits AA (1 & 2); and Exhibits A to Z in criminal case no. 98-8039-CR-RYSKAMP, et al., United States District Court - Southern District of Florida, hereby set forth the following:

1. Federal Judge Kenneth L. Ryskamp has acted with dishonor in the above referenced case; acted in bad faith; and, is guilty of judicial misconduct in a major cover-up for Agents, Employees, Officers and/or Servants of the United States, its Agencies, Subsidiaries and Institutions. Federal Judge Kenneth L. Ryskamp (herein after referred to as Judge Ryskamp) had no Jurisdiction

to try the above referenced case. See Exhibits CRC-C-1; CR-C-2; and CR-C-C-6.

2. All filings were completed with the 11th Circuit Court of Appeals and the case was returned back to Judge Ryskamp in the District Court on March 19, 2002. (See Docket No. 189).

3. Judge Ryskamp has failed to address the threats against Warren D. Johnson, Jr., which threats were recorded in his open Court on May 5, 1998. See Exhibit N - Pages N-25 to N-27.

At the trial in November 1998, Judge Ryskamp was put on Notice that the Government was withholding evidence and misled the Jury. He then stated, "If you can establish later on that the Government has withheld evidence or misled the Jury, that's a pretty serious accusation and I will deal with that later on." (See Exhibit J - Pages J-42; Pg. 1173 Ln. 4-6 & Pg. 1179 Ln. 2-5).

It is now approximately 54 months later since Judge Ryskamp's open commitment, and he has dishonored his contract and agreement by not "dealing with that." See Exhibit J - Pages J-42; and Trial Transcript Page 1173 - Lines 4-6 and Page 1179 - Lines 2-5.

4. On January 25, 2001, Warren D. Johnson, Jr. spoke in open court for approximately 40 minutes before Judge Ryskamp and gave a complete history of the vendetta, turned religious war, by the Government.

Judge Ryskamp stated that he would order Leslie Taylor of the Office of Professional Responsibility (the O.P.R.) to investigate the charges. Judge Ryskamp never signed such an Order or ordered the record of the hearing to be transcribed in these 28 months since the hearing. This is dishonor and bad faith by

Judge Ryskamp. See Exhibit CR-C-7 - Pages 6 to 8 for evidence of the religious war; see Exhibit CR-C-5 for a Chronological List of crimes and events against PORTOSEL.

5. On November 16, 2001, Warren D. Johnson, Jr. filed into Court the PRO-SE MOTION TO REFER THE INVESTIGATION OF FRAUD ON THE COURT, VENDETTA, COVER-UP AND EXTORTION TO THE ATTORNEY GENERAL ... (See Exhibit V) in the above referenced case with Judge Ryskamp. It has now been over one and a half years with no "ruling" by the Court. The Court has acted in bad faith and dishonor. Judge Ryskamp has dishonored two Notices of Ripeness issued to him under Local Rules.

6. On May 8, 2002, a 23-page Verified Petition and Proposed Presentment and Indictment was filed in Court with Judge Ryskamp. (See Exhibit CR-C-9). This verified Petition has not been acted upon by Judge Ryskamp, whereby Justice and Righteousness demands that Charges be brought to a Grand Jury of the People.

7. On August 29, 2002, a 14-page Motion was filed in the Court with Judge Ryskamp. (See Petitioner's Motion to Compel the Congress of the United States of America to Punish the Offences against the Law of Nations - Exhibit CR-C-7). In 9 months Judge Ryskamp has failed to issue an Order, rule on this Motion or address the crimes outlined in said Motion.

8. Judge Ryskamp has ignored numerous motions and petitions and judicial notices, and he has failed to rule or act on any filings for relief since November 16, 2001.

9. A Summary of the crimes against Warren D. Johnson, Jr. and PORTOSEL are contained in a Chronological List found in

Exhibit CR-C-5. The purpose of this Vendetta was to rob PORTOSEL of a multi-billion dollar development and its collateral, and as pay back against Warren D. Johnson, Jr. for exposing the criminal activities of Merrill, Lynch and their lawyers at Holland and Knight. See Exhibit CR-C-12 and Exhibit CR-C-13.

10. Judge Ryskamp allowed an agreement of 16th February 2001 to be executed, after he was placed on notice that it was obtained by extortion. In that agreement the assets of Warren D. Johnson, Jr. and PORTOSEL were illegally taken by Soneet Kapila, who Judge Ryskamp represented as an Agent of the United States. This was a further lie. The 16th February 2001 agreement was not only obtained by extortion, but was actually breached by Soneet Kapila and his attorney Patricia Scott. Judge Ryskamp as failed to act on Motions before his Court to return the property of Warren D. Johnson, Jr. and PORTOSEL.

11. Judge Ryskamp broke the Laws of the Turks & Caicos Islands, a British overseas territory; and, violated the provisions of the U.K. Human Rights Act of 1998. The Justice Department, Bureau of Prisons, have failed to deliver a law book sent by the publisher fro the High Court in London, England, which sets forth the complete european convention on Human Rights and was adopted November 9, 1998 in the U.K. Human Rights Act. Blocking the delivery of Warren D. Johnson, Jr.'s lawful property (the Law Book) is a violation of 4th Amendment and the 6th Amendment of the Constitution and the Obstruction of Justice.

Relief Sought

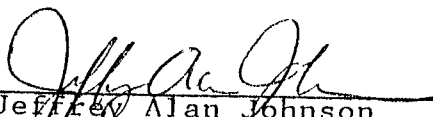
12. The Congress of the United States should forthwith Order Judge Ryskamp to deliver copies of all Motions before his Honorable Court and appear to give testimony as to why he has allowed these crimes against Warren D. Johnson, Jr. and PORTOSEL to go unpunished for 54 months.

13. Congress should also Order Judge Ryskamp to produce the transcript of January 25, 2001 hearing and explain to Congress why he did not issue an Order for the Office of Professional Responsibility to investigate the Charges made by Warren D. Johnson, Jr.

14. Warren D. Johnson, Jr. needs to be set free, as he is innocent of the crimes charged and the Court had no jurisdiction or authority to try case no. 98-8039-CR- RYSKAMP.

Oath

I, Jeffrey Alan Johnson, do hereby declare that I am competent to be a witness, that the facts contained herein are true, correct, complete, and not misleading to the best of my first-hand knowledge under penalty of perjury to the Laws of The United States of America and the Laws of the State of Florida this 27 day of May, 2003.


Jeffrey Alan Johnson
PORTOSEL
12118 East Yates Road
Lydonville, New York 14098
phone 585-765-2621

The foregoing instrument was acknowledge before me this 27th day of May, 2003, by Jeffrey Alan Johnson, who is personally known to me or who produced identification and took the above oath.


Notary Public Notary
Comm. Expires 12/31/2006

Page 5 of 5

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO. 98-8039-CR-RYSKAMP

UNITED STATES OF AMERICA,

Plaintiff,

v.

WARREN D. JOHNSON, JR.,

Defendant.

VERIFIED PETITION FOR MANDATORY JUDICIAL NOTICE OF
GOVERNMENT'S FAILURE TO RESPOND TO 12/14/2002 FILING
AND THE FAILURE OF THE GOVERNMENT TO PROVIDE A
TRUE, CORRECT AND COMPLETE "TRANSCRIPT" IN
ANSWER TO PETITIONER'S SQUARE CHALLENGE TO THE
COURT'S JURISDICTION WITH INCORPORATED
MEMORANDUM OF LAW

COMES NOW Warren Douglas Johnson, Jr , Petitioner, Sui
Juris and In Propria Persona, and petitions this honorable
Court to take Mandatory Judicial Notice under the Federal
Rules of Evidence (FRE) Rule 201(d) of the facts contained
herein and under the Southern District of Florida Local
Rules (S.D.Fla.L.R.) Rule 7.1 and requests an Order or hearing
on the matter referenced herein within ten (10) days and as
good cause therefore sets forth the following:

BACKGROUND

1. Petitioner filed with the Court a "VERIFIED EMERGENCY
PETITION WITH MEMORANDUM OF LAW to arrest Judgment for lack
of Subject Matter Jurisdiction" recorded on 10/22/02 as Docket
Entry 197. This Jurisdiction Petition was filed under Federal
Rules of Criminal Procedure (F.R.Crim.P.) Rule 52(b) and/or

Federal Rules of Civil Procedure (F.R.Civ.P.) Rules 12(H)(3) and/or 60(b)(4).

2. In the Government's "ANSWER TO PETITIONER'S SUPPLEMENTAL MOTION TO VACATE, SET ASIDE, OR CORRECT SENTENCE" recorded on 11/08/02 as Docket Entry 202, the Government attempts to recharacterize the Petitioner's "VERIFIED EMERGENCY PETITION WITH MEMORANDUM OF LAW" (Docket Entry 197) as a supplemental motion under Title 28 U.S.C. § 2255.

3. Petitioner filed a "RESPONSE in Opposition to motion response by the Government (Docket Entry 16)" which was recorded on 11/21/02 as Docket Entry 17 and followed-up by a "VERIFIED OBJECTION TO GOVERNMENT'S ANSWER" to Petitioner's VERIFIED EMERGENCY PETITION WITH MEMORANDUM OF LAW" which was recorded on 12/18/02 as Docket Entry 18 under the wrong case number and responded to the Government's recharacterization with an Objection to said recharacterization and Objections to the Government's RESPONSE which was recorded in the wrong case number and included a purported "certified transcript" of a purported **INDICTMENT RETURN BEFORE MAGISTRATE JUDGE ANN E. VITUNAC** allegedly held on March 24, 1998. See attached copy of filing as Exhibit CR-C-01.

4. Neither the Court nor the Government has made any reply to the allegations made in the Petitioner's last two filings into Court which are approximately 90 days old.

5. Petitioner has given the Court every courtesy as to a reasonable amount of time to discover, as radio news commentary Paul Harvey would say - the rest of the story, concerning the Government's misleading and erroneous response. See pages 2 and 3 of the Jurisdictional Petition, particularly paragraphs A, B, D and E.

6. As the Court's jurisdiction in this case now turns on the purported "Indictment Return" hearing allegedly evidenced by the Government as occurring on Tuesday, March 24, 1998, the Petitioner needs to have "the rest of the story" specifically:

1. On what day did the purported "hearing" actually occur?
2. At what time did the purported "hearing" occur and when did it end?
3. Was the Court "in session" at that time or was the Court "in recess" or had it not begun or was the Court adjourned when the purported "hearing" took place? The Court's record will need to be examined to determine if the Court was **in session** at the particular time the purported "indictment" was allegedly returned.
4. In what room, courtroom, or location did the purported "hearing" take place?
5. Where were the Grand Jury members during the purported "hearing"?
6. Why didn't the Grand Jury members sign the concurrence form?
7. Whose name is represented by the words "JOHN DOE" on the cover page of the transcript that shows the date of Tuesday, March 24, 1998?
8. Why doesn't the indictment show "sealed" by the Clerk of the Court on the docket?
9. How many Indictments were purportedly presented by the Foreperson at the proceedings? Why weren't the others read into Court?

10. Why isn't the "Transcript" prepared by Catherine Villwock, RPR, a "complete" record of the purported Indictment Return before Magistrate Judge Ann E. Vitunac?
11. Where is the original record (tape) of the purported hearing? What is the tape number?
12. Why have the purported shorthand notes of the purported Indictment Return not made available by the Prosecution to the Petitioner and to the Court? Title 28 U.S.C. §753b.

There appears to be contradictory information on the record and many unanswered questions. It is apparent that this transcript of the Indictment Return is innaccurate and not authentic and could have been created for the purposes of deceiving the Court.

7. Since the Court has recognized the Jurisdictional Petition as somewhat similar to a Habeas Corpus petition, certainly Title 28 U.S.C. § 2243's time limitations should govern this matter, that being 72 hours or within 3 days, as specified in the WHEREFORE Clause of the Jurisdictional Petition that was recorded on 10/22/02. The Court should also take note of United States v. Peter, 310 F.3d 709 (11th cir. 2002) because jurisdictional defects cannot be procedurally defaulted. United States v. Cotton, 122 S.Ct. 1781.

8. In the event the Court does not have jurisdiction, the Petitioner expects his immediate and unconditional release and reasonable compensation for over the 50 months he has spent incarcerated at Palm Beach County Jail, F.D.C. Miami, and FCC Coleman Low.

9. It now appears and Petitioner can only presume that the Court and Prosecution are acting in Bad Faith, with unclean hands, in an attempt to prolong Petitioner's unconstitutional incarceration.

10. Petitioner, therefore, places this honorable Court on Notice that as of 5 or 6 P.M. on the third day following the Court's receipt of this instant Petition, as evidenced by the date on the U.S. Mail return receipt card, if the Court does have the answers to the above questions and "answers" to those in the OBJECTION Petition, Petitioner will claim the compensatory damages at the rate established in Trezevant v. City of Tampa, 741 F.2d 336 (11th cir. 1984), which is \$25,000 for every twenty-three minutes of further unlawful deprivation of liberty.

11. There is obvious deception upon the Court. The Indictment is against WARREN D. JOHNSON, JR. and the Court proceedings state Warren Johnson, Junior which was not before the Court.

WHEREFORE, Petitioner requests the Court to issue an Order to AUSA Carolyn Bell to:

1. Under penalty of perjury, provide a true, **correct, and complete** response to each and every accusation in the Petitioner's OBJECTION Petition (Docket Entry 18), questions raised in the RESPONSE filing (Docket Entry 17), and in the instant Petition and use (include) the words "in open court" when alleging that the purported indictment "was properly returned;"

2. Provide a forensic test of the original shorthand notes of Catherine Villwock, RPR. to confirm that the paper and ink are around 4 years old; and,

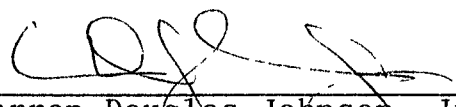
3. Place the evidence of the forensic test and AUSA Bell's answers on the Court's record, and, in the event either the "original record" is found to be a fraud or AUSA Bell's true, correct, and complete record now indicates the purported indictment was not returned in **open court** as required under the strictures of F.R.Crim.P. Rule 6(f) declare the purported

indictment against WARREN D. JOHNSON, JR. was Void ab initio for lack of Jurisdiction and Order and effect the immediate and unconditional release of Warren D. Johnson, Jr. from incarceration no later than 4 P.M. on the 28th day of March, 2003.

OATH

I Warren Douglas, Johnson, Jr., hereby declare that I am of age and competent to be a witness, that the facts contained herein are true, correct, complete and not misleading to the best of my first hand knowledge under penalty of perjury under the Laws of The United States of America, the Laws of Florida and my unlimited commercial liability, this 17th day of March, 2003.

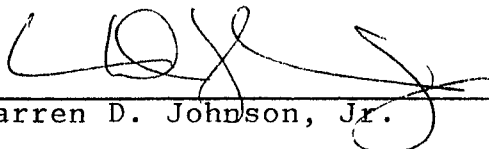
Respectfully submitted,


Warren Douglas Johnson, Jr.
#53225-004 / A-3 (Citrus)
Federal Correctional Complex-Low
P.O. Box 1031
Coleman, Florida 33521-1031

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing is true and correct and a copy of this document was mailed by First Class Mail on 17th day of March, 2003 to: Carolyn Bell, Assistant United States Attorney, 500 S. Australian Boulevard Suite 400, West Palm Beach, Florida 33401-6235.

BY:


Warren D. Johnson, Jr.

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

A-3 (C) F B I C I AUC COLEMAN

JOHNSON	Postage	\$.83
WARREN	Certified Fee	2.30
53225-004	Return Receipt Fee (Endorsement Required)	1.75
A-3	Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees		\$ 4.88

Postmark
MAR 18 AM 9:34

Sent To
Clerk of the Court
United States District Court
701 Clematis St., Rm. 416
West Palm Beach, FL 33401

EXHIBIT

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO. 98-8039-CR-RYSKAMP

UNITED STATES OF AMERICA,

Plaintiff,

v.

WARREN D. JOHNSON, JR.,

Defendant.

VERIFIED OBJECTION TO GOVERNMENT'S ANSWER
TO PETITIONER'S SUPPLEMENTAL MOTION
TO VACATE, SET ASIDE, OR CORRECT SENTENCE
PURSUANT TO TITLE 28, UNITED STATES CODE,
SECTION 2255; AND THE UNITED STATES'
LACK OF RESPONSE TO DOCKET NO. 204 FILED 11/18/2002

COMES NOW Warren Douglas Johnson, Jr., Petitioner, Sui
Juris and In Propria Persona, and objects to the Government's
Response dated the 18th day of November for the following
reasons done with good cause and in good faith:

1. AUSA Carolyn Bell attempted to classify Petitioner's
Verified Emergency Petition to Arrest Judgment for Lack of Subject
Matter Jurisdiction with Incorporated Memorandum of Law dated the
13th day of October, 2002 and received by the Court on October
22, 2002 (Dkt. 197) as a Motion under Title 28 U.S.C. & 2255
and the Government responded on the 18th day of November, 2002
with its answer and one Exhibit.

2. Petitioner objects to AUSA Bell's Answer that attempted
recharacterization of his Petition in his Defendant's Response
to Government's Answer to Petitioner's Supplemental Motion to
Vacate, Set Aside, or Correct Sentence Pursuant to Title 28

U.S.C. § 2255 and further Objects to the document that AUSA Carolyn Bell is using to attempt to mislead the Court for the following reasons:

A. The purported "certified transcript" of Indictment was allegedly returned. This is no small consequence as the only place an indictment can be lawfully returned is **in open court** at a time when the Court is in session.

There is an indication in the "transcript" that the Return Hearing was held in a Courtroom. The hearing could have taken place (if it took place at all) in the magistrate judge's chambers, in the grand jury room, in a lunchroom or at Tony's Bar & Grill.

Next there is no time on front of the "transcript" and the Return Hearing could have been at 6 P.M., a time when the Court was not open to the general public.

B. The purported transcript offered by the United States as of November 8, 2002 that was submitted by Catherine Villwock was faxed November 7, 2002 and not only violates 47 U.S.C. 227(d)(2); but, it is physically impossible to fax a certified document the day before it is certified; and, Petitioner objects to this fraud and deception on the Court as a forged and altered instrument to mislead the Court.

C. The "Answer" does not specifically state on Page 3 or on Page 4 that the purported "indictment" was **returned in open Court** and uses inuendo to make it look like it was. See paragraph 1 on Page 3. Adding the three words "in open court" to the third sentence would have negated this point, especially since only the foreperson was present in this purported hearing.

D. The authenticity of the "notes" or whatever "original record" is being used to "transcribe" the "transcript" are also objected to as the Clerk of the Court was not in possession of them as documents required under 28 U.S.C. § 753(b), and unless and until it is confirmed by forensic tests on both the paper and ink that they are both over 4 years old, Petitioner objects to the authenticity of the purported notes.

E. The amended Judgment signed by Judge Ryskamp (Dkt. 173) states:

"X was found guilty ... of the Indictment on 11/23/1998."

Therefore, the purported transcript certified from the purported shorthand notes of November 24, 1998 would logically be fraud on the Court and conflicting with the Judge's own signed Order properly recorded and docketed with the Clerk of the Court.

WHEREFORE, Petitioner thus Objects to the authenticity, accuracy, and completeness of the purported "transcript" and requests the Court to ascertain the time and place (specific room) wherein the alleged Indictment Return hearing took place within 72 hours of the receipt of this filing; and in the event the "hearing" was not held or was not held **in open Court** that the Court issue an Order for the immediate and unconditional release of WARREN D. JOHNSON, JR. from incarceration forthwith and provide Petitioner all other relief that is just and appropriate.

I, Warren Douglas Johnson, Jr., hereby swear that the foregoing information is true, correct and complete and not misleading under penalty of perjury under the Laws of The United States of America and under the Laws of the State

of Florida on this 14th day of December, 2002.

Respectfully submitted,

C. D. Johnson, Jr.

Warren Douglas Johnson, Jr.
#53225-004 / A-3 (Citrus)
Federal Correctional Complex-Low
P.O. Box 1031
Coleman, Florida 33521-1031

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing is true and correct and a copy of this document was mailed by First Class Mail on 14th day of December, 2002 to: Carolyn Bell, Assistant United States Attorney, 500 S. Australian Boulevard, Suite 400, West Palm Beach, Florida 33401-6235.

BY:

C. D. Johnson, Jr.

Warren D. Johnson, Jr.

Docket #18 (12/19/02) 02 CIV 80353 / 98-8039 CR RYSTAMP

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ Complete Items 1, 2, and 3 Also complete Item 4 if Restricted Delivery is desired■ Print your name and address on the reverse so that we can return the card to you■ Attach this card to the back of the mailpiece, or on the front if space permits		<p>A Signature <u>[Signature]</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <u>[Signature]</u></p>	
		B Received by (Printed Name)	C Date of Delivery
		D Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below <input type="checkbox"/> No	
1 Article Addressed to Clerk of the Court United States District Court Southern District of Florida 701 Clematis Street West Palm Beach, FL 33401		3 Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C O D	
2 Article Number (Transfer from service label)		4 Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
7000-1530-0002-1062-0700			

March 17, 2003

Clerk of the Court
United States District Court
Southern District of Florida
701 Clematis Street - Room 416
West Palm Beach, Florida 33401

RE: CASE NO. 98-8039-CR-RYSKAMP

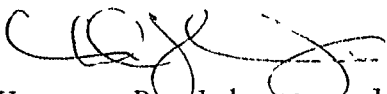
Dear Clerk of the Court:

Please make sure that this document is filed in the above referenced case, as it pertains to:

10/22/02	197	VERIFIED EMERGENCY PETITION WITH MEMORANDUM by Petitioner
10/24/02	198	ORDER for Plaintiff to file Response by Judge
11/08/02	202	ANSWER by USA
11/12/02	203	EMERGENCY VERIFIED PETITION to Stay Order by Petitioner

Thank you for your prompt handling of this matter.

Best regards,


Warren D. Johnson, Jr.

enclosure: attached Petition

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO. 98-8039-CR-RYSKAMP

UNITED STATES OF AMERICA,

Plaintiff,

v.

WARREN D. JOHNSON, JR.,

Defendant.

VERIFIED EMERGENCY PETITION TO ARREST JUDGMENT
FOR LACK OF SUBJECT MATTER JURISDICTION
WITH INCORPORATED MEMORANDUM OF LAW

COMES NOW Warren Douglas Johnson, Jr., Sui Juris and In Propria Persona, in good faith, under the Federal Rules of Civil Procedure (Fed.R.Civ.P.) Rules 12(h)(3) and or 60(b)(4), and under Federal Rules of Criminal Procedure (Fed.R.Cr.P.) Rule 52(b) pursuant to Castro v. United States, 277 F.3d 1300, 1305 (11th Cir. 2002) to hereby move the Court to arrest its Judgment of June 24, 1999 against WARREN D. JOHNSON, JR. and for good cause shown therefore states as follows:

BACKGROUND

On March 24, 1998 an 8-count "indictment" was filed with the Clerk of Court of the UNITED STATES DISTRICT COURT for the SOUTHERN DISTRICT OF FLORIDA, WEST PALM BEACH DIVISION, which created Case No. 98-8039-CR-RYSKAMP, which went to trial on November 9, 1998 and concluded on November 16, 1998 with Petitioner's incarceration. The Defendant, WARREN D. JOHNSON, JR., was subsequently sentenced to 97 months. Petitioner is currently incarcerated at Federal Correctional Complex, Coleman - Low.

Constitutional Rights Violations

Petitioner contends that he has been deprived of his Fifth, Six, Seventh, Ninth, and Tenth Amendment rights, secured by the Constitution for the United States of America of 1789 A.D. (the Constitution), and/or the requirements of good faith, fair dealing and full disclosure under commercial law; and that the Court committed plain error when it allowed the above captioned case to go to trial on an invalid indictment.

Petitioner contends that the grand jury never **returned** a valid indictment because neither the grand jury, as a body, nor the foreperson or deputy foreperson appeared **in open court** and returned the indictment to a federal magistrate judge as required under Fed.R.Cr.P. Rule 6(f).

Under the 5th Amendment to the Constitution, Petitioner has the right not to be tried. See Midland Asphalt v. United States, 489 U.S. 794, 103 L.Ed.2d 879, 109 S.Ct. 1494 (1989), quoted in United States v. Deffenbaugh Industries, 957 F.2d 749 (10th Cir. 1992). This right can only be overcome by a grand jury, having found an indictment, **returning** the indictment **in open court** in order to transfer jurisdiction from the People to the Court in the manner set forth in common Law¹ from time immemorial in England and in Florida, and for the last 93 years statutorially under Renigar v. United States, 172 F. 646, 650 (4th Cir. 1909) and subsequent case law.

Since there is no official record on the docket or in the Clerk of Court's files of a **return of indictment hearing** having been held in open court, therefore, there is no **valid indictment**.

¹ The grand jury's lineage is outlined in Hurtado v. California, 110 U.S. 516, 4 S.Ct. 111 (1884) and dates back to at least 1164. Id. at 529, 4 S.Ct. at 117-18.

Under Deffenbaugh, supra, failure of the Court to address 3 this issue renders the **right not to be tried** meaningless.

Petitioner has the rights, under the Fifth, Ninth, and Tenth Amendments to the Constitution, to not be compelled to bear the cost and disruption and/or destruction of his name, reputation, livelihood and/or way of life; all of which can be caused by a trial, unless and until a duly empaneled grand jury of his peers finds probable cause that he committed the violation of a Law(s) of the United States and 12 or more of the jurors concur in that finding and an indictment is **returned in open court** which lawfully transfers jurisdiction from the People to the government for prosecution.

Petitioner contends that plain error occurred when Fed.R.Cr.P. 6(f) was violated and the **return of indictment in open court** requirement in the presence of a federal magistrate judge was by-passed by the grand jury and prosecutor in the instant case and the Court failed to assure itself that the indictment had been properly **returned** in order to insure that the Court had lawfully acquired subject matter jurisdiction **before** proceeding to trial.

Subsequently, the judgment of the Court is void ab initio and the sentence imposed is illegal.

State of the Law

Federal Rules of Criminal Procedure Rule 6(f), progeny of Renigar, currently states:

"Finding and Return of Indictment. A grand jury may indict only upon the concurrence of 12 or more jurors. The indictment shall be returned by the grand jury, or through the foreperson or deputy foreperson on its behalf, to a federal magistrate judge in open court." (See Footnote 2)

² The 2000 amendment to Fed.R.Cr.P. Rule 6(f) did not relieve the grand jury of the requirement of **returning** the indictment **in open court** and have it made part of the official public record of the Court.

Rule 6(f) Fed.R.Cr.P. (pre-2000) states:

"Finding and Return of Indictment. An indictment may be found only upon the concurrence of 12 or more jurors. The indictment shall be returned by the grand jury to a federal magistrate judge in open court."

Fed.R.Cr.P. Rule 6(f) (pre-2000) required that all jurors comprising a quorum and finding an indictment to appear **in open court** as a body and **return** the indictment to a magistrate judge. This rule insures a good faith, lawful transfer of jurisdiction from the People to the Court.

Renigar, supra holds that, "It is essential to the validity of an indictment that it be presented **in open court** and **in the presence of the grand jury**." (Emphasis added)

Renigar, supra defined "returned in open court" as follows:

"When the grand jury had found its indictments, it returns them into open court, going personally in a body." Id. at 648.

Renigar, supra further held that the failure of the grand jury to return an indictment **in open court** was a jurisdictional defect. Such a defect strikes at the very heart of the jurisdictional safeguards and good faith, rendering at the very least the appearance of bad faith, voiding what could otherwise be a valid indictment.

The requirement that the **return** of the indictment be **in open court** has never been overturned and is still mandated under Fed.R. C.P. Rule 6(f). The 11th Circuit holds the position stated in Renigar, supra as can be seen in Glenn v. United States, 303 F.2d 536, 539 (5th Cir. 1962).³ The Glenn case clearly addressed the importance of the proper **return** of the indictment by **ordering** the record corrected to reflect the fact that it had been done, Id. at 539.

³ Fifth Circuit decisions before 1981 are binding on the 11th Circuit. See City of Prichard v. Bonner, 661 F.2d 1206, 1209 (11th Cir. 1981) (en banc).

Even considering the exception carved out in Breese v. United States, 221 U.S. 1, 33 S.Ct. 1, 57 L.Ed. 98 (1912) that the failure of the grand jury, **as a body**, to return the indictment in open court was insufficient reason to dismiss the indictment. There is no excuse for the foreperson or deputy foreperson not to appear in **open court** and in good faith with a signed, sworn **concurrence form** showing 12 or more jurors' signatures who voted to indict and to **return** the indictment and concurrence form to the federal magistrate judge for and to be placed on the record of the Court in compliance with Fed.R.Cr.P. Rule 6(f).

In United States v. Thompson, 287 F.3d 1244, 1251 Note 4 (10th Cir. 2002) on April 16, 2002, the 10th Circuit concurred with the 4th, 5th, and 11th Circuits with the Court stating:

"The government acknowledge at oral argument, and this court agrees, that an indictment is not **valid** until its return in open court." (Emphasis Added)

and by citing Renigar.

The Laws of Florida apply to Petitioner. As this Court is seated in Florida, the principle espoused in Title 18 U.S.C. § 13, that the Laws of States have been adopted for areas within federal jurisdiction apply. Under Florida case law cited in Goodson v. State, 29 Fla. 511, 10 South. 738, Am. St. Rep. 135 it states:

"The only recognized manner in which the findings of the grand jury can be authoritatively presented is in **open court**. Were the rule otherwise, it would render it possible for a designing and revengeful foreman of a grand jury to ruin any citizen by surreptitiously filing with the clerk in his office an indictment manufactured by himself alone upon which his fellow jurors had taken no action." (Emphasis Added)

Therefore, Fed.R.Cr.P. Rule 6(f), the 4th Circuit, the 11th Circuit, (formerly the 5th Circuit), and most recently the 10th Circuit, all agree that an indictment must be **returned in open court** in order to be a lawful valid indictment.

In United States v. Deffenbaugh, 957 F.2d 749, 756 (10th Cir. 1992), the Court held that where there may be grounds for a dismissal of the indictment an in camera inspection of the grand jury record is required when the 12 or more vote requirement is questioned; also see United States v. Bullock, 448 F.2d 728 (5th Cir. 1971), where the Fifth Circuit held a brief opinion and remanded with instruction that the defendant be allowed to inspect the voting record required by Rule 6(c) for purposes of a motion to dismiss. Petitioner places this honorable Court on judicial notice pursuant to Federal Rules of Evidence Rule 201, that there is no showing on the Court record of the proceedings required under Fed.R.Cr.P. Rule 6(c) and Rule 6(f) that allegedly took place.

Rules 6 and 7 of Fed.R.Cr.P. provide for a triple authentication process for confirming grand jury indictments: 1) the signature of the grand jury foreperson, 2) and the signature of the United States Attorney must also appear on the indictment, and 3) the return of the indictment by the grand jury foreperson or deputy foreperson must be presented to a federal magistrate judge in open court.

The absence of the foreperson's signature on the indictment may not be fatal, but the absence of either the United States Attorney's signature on the indictment or the absence of the proceedings of the

return of the indictment by the grand jury foreperson or deputy foreperson to a federal magistrate judge in open court are fatal and render the indictment **void**.

Petitioner contends that the alleged "return" of the indictment in this matter was not conducted in compliance with the mandate of Fed.R.Cr.P. Rule 6(f). Further, Petitioner believes the indictment was drafted by the United States Attorney and was seen and was signed only by the foreperson of the grand jury and that 12 or more grand jurors may not have concurred in the finding and returning of the indictment as required by Fed.R.Cr.P. Rule 6(f). In United States v. Bullock, supra and Gaither v. United States, 413 F.2d 1061 (D.C. Cir. 1969), the Clerk of the Court nor the court reporter were able to provide the transcripts of the Fed.R.Cr.P. Rule 6(f) proceedings. These proceedings that are held in open court are required to be delivered to the requesting party upon his request. See Fed.R.Cr.P. Rule 6(c) and Title 28 U.S.C. § 753(b).

Petitioner raises a challenge to his imprisonment which collaterally attacks a void indictment due to the fraud on the court, which acted without subject matter jurisdiction because no valid indictment was returned by the grand jury foreperson or deputy foreperson. The record reflects the procedures pursuant to Fed.R.Cr.P. Rules 6(c) and 6(f) were not followed.

SUBJECT MATTER JURISDICTION MAY BE RAISED AT ANY TIME

Petitioner raised the issue of the lack of subject matter jurisdiction to this Court. It is a well established principle of Law that subject matter jurisdiction cannot be waived or created and may be raised for the first time on appeal or even raised by a court sua sponte. See United States v. Harris, 149 F.3d 1304 (11th

Cir. 1998). In fact, a federal court not only has the power, but also the obligation to inquire into jurisdiction **whenever** the possibility that jurisdiction does not exist. See Harris, supra citing Philbrook v. Glodgett, 421 U.S. 707 (1975); also see City of Kenosha v. Bruno, 412 U.S. 507 (1973). Thus whenever it appears, by suggestions of the parties or otherwise, that the Court lacks jurisdiction of subject matter, the Court shall dismiss the action. See Blue Cross & Blue Shield of Alabama v. Sanders, 138 F.3d 1347 (11th Cir. 1998); also see United States v. Suescun, 237 F.3d 1284, 1287 (11th Cir. 2001) wherein it posits that a district court lacks jurisdiction to entertain a criminal case if it appears that the government "lacked power to prosecute the defendant." This, afortiori, holds true even after a decision on the merits. See Casio Inc. v. S.M. & R. Co., Inc., 755 F.2d 528 (7th Cir. 1985) as to the application of this principle in the **returning** of a valid indictment by the grand jury. See also United States v. Chambers, 944 F.2d 1253 (6th Cir. 1991).

It is fundamental that the grand jury must transfer jurisdiction over a "criminal matter" from the People to the government in order to invoke the trial process against a fellow citizen. Petitioner contends that neither the grand jury, as a body, nor the grand jury foreperson or deputy foreperson ever **returned** a valid indictment **in open court** on the record thereof in order to transfer subject matter jurisdiction to the Court and allow the government to pursue litigation.

In Stirone v. United States, 361 U.S. 212, 80 S.Ct. 270, 4 L.Ed.2d 252, 253 (1960), the Supreme Court held that it was the **return of the indictment** that sets the court's jurisdiction and only then can the court hear the specific charge(s) included in the

indictment. The Court cannot amend the indictment and the defendant has a substantial right to be tried only on the charges presented in a valid indictment that has been **returned** by the grand jury in **open court** to a federal magistrate judge. Stirone, supra then states:

"Deprivation of such a basic right is **far too serious** to be treated as nothing more than a variance and then dismissed as harmless error." (Emphasis Added)

Consequently, this case against the Defendant went to trial on false or fictitious jurisdictional facts and lacks the integrity of good faith. It is impermissible to use a fiction to establish judicial power where, as a matter of fact, it does not exist. See Insurance Corp. of Ireland, Ltd., et al. v. Compagnie Des Bauxities de Guinea, 456 U.S. 694, 703, 72 L.Ed.2d 492, 102 S.Ct. 2099 (1982).

Under the Fifth Amendment to the Constitution, the People expressly reserved jurisdiction over criminal matters to themselves. The grand jury, according to the Handbook given to jurors at the commencement of their service indicates that it serves two useful purposes:

1. The grand jury serves as a sword to put people who are found to have possibly committed a crime (probable cause) to the rigors of a trial, and; (in good faith)
2. The grand jury also acts as a shield to protect people who are (presumed) innocent from the monetary and emotional expense and the exposure to the awesome power and force of government.

In Wood v. Georgia, 370 U.S. 375, 8 L.Ed.2d 569, 82 S.Ct. 1364 (1962), it states:

"Historically, this body [grand jury] has been regarded as a primary security to the innocent against hasty, malicious and oppressive persecution; it serves the invaluable function in our society of standing between the accuser and the accused, whether the latter be an individual, minority group, or other, to determine whether a charge is founded upon reason or was dictated by an intimidating power or by malice and personal ill will."

Federal courts are courts of **limited jurisdiction** which cannot derive jurisdiction from the consent of the parties. They must, whenever it appears that there might be a lack of subject matter jurisdiction, assure themselves of jurisdiction even if the parties failed to raise the issue. See Fed.R.Civ.P. Rule 12(h)(3). Additionally, "... jurisdictional defects are non-waivable." Harris, Id. at 1308.

The Indictment

The docket in the instant criminal case fails to identify any information about a **return of indictment hearing**. There is no statement or reference anywhere on the docket, Exhibit A, contained herein and made part of this motion that shows the indictment had been **returned** in a hearing **in open court**. There is no identification on the docket of an audio tape of the hearing nor a written record of a Court Reporter's name attending and creating a record or any evidence that a Court Reporter recorded by shorthand, or otherwise, in an open court hearing wherein the indictment was allegedly returned. Petitioner would object to the authenticity and accuracy of **any and all records** proffered to the Court other than an original, true, correct, and complete certified transcript of the Return of Indictment Hearing as required under Fed.R.Cr.P. Rule 6(f) which would have lawfully created the instant case.

Petitioner sent a letter on September 23, 2002 to Catherine Wade, Executive Services Administrator for the Southern District of Florida, Exhibit B, contained herein and made part of this motion in which she failed to show that there was a Return of Indictment Hearing held in the instant case.

Title 28 U.S.C. § 753(b) specifies that a record of all criminal proceedings be created by an appointed Court Reporter and turned over to and maintained by the Clerk of Court "for not less than ten

years." These records, audio tapes and transcripts are to be made available to **any party** to any proceeding during this period of time. The "indictment" was allegedly returned on or about March 24, 1998.

Although Fed.R.Cr.P. Rule 6(e)(4) allows for a federal magistrate judge to seal an indictment, should the Prosecution move for the "sealing" of the indictment, the hearing for the **return of indictment** to take place **in open court** must be open to the general public as indicated in United States v. Layton, 509 F.Supp. 212 (N.D. Cal. 1981) which states:

"United States Attorney should not cause the courtroom doors to be locked when an indictment is being returned, barring extraordinary circumstances, and need to have the indictment sealed is not sufficient ground."

In this instant case, there were no extraordinary grounds which would allow for secrecy regarding the **return of the indictment** hearing, thus the indictment return hearing and its original record, audio tapes, shorthand notes and the transcripts thereof, are public information and must be docketed and made part of the Clerk of Court records.

A signed copy of the indictment by the grand jury foreperson is not evidence of a valid indictment returned to a magistrate judge in open court.

CONCLUSION

From time immemorial (at least from 1164 A.D.), the grand jury has been required to **return** its indictments **in open court** in order for the indictment to be valid. This is not a new rule or a complicated procedure which can be excused as being burdensome or irrelevant. The record of the instant case must show conclusive evidence proving that the indictment creating the instant criminal case was, in fact, **returned**

by the grand jury foreperson or deputy foreperson **in open court**.
If it does not, then there is no valid "indictment" entered into Court and the UNITED STATES DISTRICT COURT for the SOUTHERN DISTRICT OF FLORIDA had no subject matter jurisdiction on which to try the Defendant.

Petitioner can think of no better way to conclude this Petition for relief then to recite an excerpt from the last paragraph of Renigar, supra in which the Court states in its findings that:

"Nothing is more clear than that the "established mode of procedure" is for the grand jury to make its presentments publically in open court all of the grand jurors being present and answering to their names. It follows that a paper purporting to be an indictment handed by the foreman to the clerk when the court is not in session, and in the absence of the grand jury, **is no indictment.**" (Emphasis Added)

"This is not a question of irregularity, but a substantive law, based upon the direct terms of the constitutional guaranty that no man shall be "held to answer" for an infamous offense except on an indictment by a grand jury. The indictment -- and that means of course a **valid indictment** found and presented according to the settled usage and established mode of procedure -- is a prerequisite to the jurisdiction of the court to try the person accused, an indispensable condition and requirement, the absence of which renders the proceedings not simply voidable, **but absolutely void.**" (Emphasis Added)

RELIEF SOUGHT BY PETITIONER

WHEREFORE, Petitioner requests the Court, within 72 hours of the Court's receipt of this petition, to Order the Clerk of Court to produce for Petitioner proof of the Hearing for the **return of the indictment** in open court before a federal magistrate judge by obtaining from the Court a true, correct and complete certified transcript of the hearing wherein the indictment created the instant case by the grand jury as set forth in Fed.R.Cr.P. Rule 6(f) and the transcript showing that the foreperson or deputy foreperson of the grand jury appeared in **open court**, whereby the Court Reporter or an audio tape created a **transcript** duly filed with the Clerk of Court.


If it is found that no such transcript or audio tape of the hearing filed with the Clerk of Court **returning the indictment**, Petitioner requests the Court to issue the immediate and unconditional release of Warren D. Johnson, Jr. from imprisonment at Federal Correctional Complex, Coleman - Low for the lack of subject matter jurisdiction and arresting the judgment of the Court against WARREN D. JOHNSON, JR. or, in the alternative, schedule an emergency "supplementary adversary hearing", see United States v. Bullock, 448 F.2d 728 (5th Cir. 1971), to place for and on the Court's record the conclusive evidence showing that the requirements of Fed.R.Cr.P. Rule 6(f) were, as required, met in establishing a valid indictment.

Petitioner further requests any and all other relief that the Law allows or requires in this matter.

OATH

I, Warren Douglas Johnson, Jr. hereby declare that I am competent to be a witness, that the facts contained herein are true, correct, complete and not misleading to the best of my first hand knowledge under penalty of perjury to the Laws of The United States of America and the Laws of the State of Florida this 13th day of October, 2002.

Respectfully submitted this 13th day of October, 2002.



Warren Douglas Johnson, Jr.
#53225-004 / A-3 (Citrus)
Federal Correctional Complex - Low
P.O. Box 1031
Coleman, Florida 33521-1031

DOCKET PROCEEDINGS

DATE	BY	DOCKED	ENTERED
11/1/80	1000	1000	1000
11/2/80	1000	1000	1000
11/3/80	1000	1000	1000
11/4/80	1000	1000	1000
11/5/80	1000	1000	1000
11/6/80	1000	1000	1000
11/7/80	1000	1000	1000
11/8/80	1000	1000	1000
11/9/80	1000	1000	1000
11/10/80	1000	1000	1000
11/11/80	1000	1000	1000
11/12/80	1000	1000	1000
11/13/80	1000	1000	1000
11/14/80	1000	1000	1000
11/15/80	1000	1000	1000
11/16/80	1000	1000	1000
11/17/80	1000	1000	1000
11/18/80	1000	1000	1000
11/19/80	1000	1000	1000
11/20/80	1000	1000	1000
11/21/80	1000	1000	1000
11/22/80	1000	1000	1000
11/23/80	1000	1000	1000
11/24/80	1000	1000	1000
11/25/80	1000	1000	1000
11/26/80	1000	1000	1000
11/27/80	1000	1000	1000
11/28/80	1000	1000	1000
11/29/80	1000	1000	1000
11/30/80	1000	1000	1000
12/1/80	1000	1000	1000
12/2/80	1000	1000	1000
12/3/80	1000	1000	1000
12/4/80	1000	1000	1000
12/5/80	1000	1000	1000
12/6/80	1000	1000	1000
12/7/80	1000	1000	1000
12/8/80	1000	1000	1000
12/9/80	1000	1000	1000
12/10/80	1000	1000	1000
12/11/80	1000	1000	1000
12/12/80	1000	1000	1000
12/13/80	1000	1000	1000
12/14/80	1000	1000	1000
12/15/80	1000	1000	1000
12/16/80	1000	1000	1000
12/17/80	1000	1000	1000
12/18/80	1000	1000	1000
12/19/80	1000	1000	1000
12/20/80	1000	1000	1000
12/21/80	1000	1000	1000
12/22/80	1000	1000	1000
12/23/80	1000	1000	1000
12/24/80	1000	1000	1000
12/25/80	1000	1000	1000
12/26/80	1000	1000	1000
12/27/80	1000	1000	1000
12/28/80	1000	1000	1000
12/29/80	1000	1000	1000
12/30/80	1000	1000	1000
12/31/80	1000	1000	1000

17/24/08 12:00:00 OFFICE SOFTWARE
http://pacer11sd.uscourts.gov/dc/cgi-bin/pacer/40.pl

06/09/2002

EXHIBIT A

1513

September 23, 2002

Catherine Wade
Executive Services Administrator
United States District Court
Southern District of Florida
301 North Miami Avenue
Miami, Florida 33128-7788

RE: JURISDICTION OF THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA (OR) LACK THEREOF
DUE TO THE GRAND JURY NOT RETURNING AN INDICTMENT
IN OPEN COURT WHICH LED TO CASE NO. 98-8039-CR-RYSKAMP.

Dear Ms. Wade;

I need to obtain from you a true, correct, and complete transcript of the Return of Indictment Hearing held in open Court with a Magistrate Judge on or around March 24, 1998 creating this case no. 98-8039-CR-RYSKAMP as required under the Federal Rules of Criminal Procedure (F.R.Cr.P.) in Rule 6(f) Finding and Return of Indictment. The Indictment was docketed in this case on March 24, 1998 and the Return of Indictment Hearing would have been before Magistrate Judge Ann Vitunac in her West Palm Beach division Courtroom. In the event that a record of this Hearing does not exist, please notify me of this finding on your letterhead and with your signature.

In the event that you do locate the record, please disclose this to me immediately.

A lack of response within five business days will be construed to mean that the Finding and Return of Indictment was not returned in open court by the Foreperson and a total of twelve (12) members of the Grand Jury as required by Law under F.R.Cr.P. Rule 6(f), which therefore denies Jurisdiction to the District Court.

I look forward to hearing from you.

Best Regards,



Warren Douglas Johnson, Jr.
53225-004 / A-3 Low
Federal Correctional Complex
P.O. Box 1031
Coleman, Florida 33521-1031

Received: Sept. 26, 2002

EXHIBIT B

1514

EXHIBIT CR-C-2

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO. 98-8039-CR-RYSKAMP

UNITED STATES OF AMERICA,

Plaintiff,

v.

WARREN D. JOHNSON, JR.,

Defendant.

VERIFIED PETITION FOR MANDATORY JUDICIAL NOTICE OF
PASSAGE OF THE HUMAN RIGHTS ACT 1998 ON NOVEMBER 9, 1998
AND FOR MANDATORY JUDICIAL NOTICE THAT SONEET KAPILA
IS NOT AN AGENT OF THE UNITED STATES GOVERNMENT

COMES NOW Warren Douglas Johnson, Jr., Petitioner, Sui Juris
and In Propria Persona, and petitions this honorable Court to
take Mandatory Judicial Notice under the Federal Rules of Evidence
(FRE) Rule 201(d) of the facts contained in:

1. The Human Rights Act 1998, incorporating the European
Convention on Human Rights into UK law on November 9, 1998, with
Article 5 - Right to liberty and security; Article 6 - Right to
a fair trial; Article 7 - No punishment without law; Article 8 -
Right to respect for private and family life; Article 9 - Freedom
of thought, conscience and religion; and Article 10 - Freedom of
expression contained herein and made a part of this filing as
Exhibit CR-C-02; and, Sch.1, Part II, Article 1- Protection of Property.

2. Letter to Warren D. Johnson, Jr. from Joseph A. Guzinski,
General Counsel, Executive Office for United States Trustees,
U.S. Department of Justice with regard to Soneet Kapila contained
herein and made a part of this filing as Exhibit CR-C-03 and as

good cause therefore sets forth the following:

BACKGROUND

1. Soneet Kapila, a Chapter 7 Trustee, and his attorney, Patrick Scott, committed larceny as defined by 50 AM Jur 2(d) §§ 123 and 125, in that they extorted collateral for a multi-billion dollar (U.S.) project from numerous Turks & Caicos Island corporations; destroyed the multi-billion dollar (U.S.) Grand Turk Harbour Project; and, acted as agents for Merrill Lynch, et al., who manipulated the F.B.I., attorneys and the Department of Justice in a coherent scheme to defraud.

The Royal Johnson Family and PORTOSEL, the sovereign principality, are protected under the Laws of the United Kingdom, in that the Turks & Caicos Islands are a British overseas territory. One of the great principals of the English common law is Freedom of Contract. Under 66 AM Jur 2(d) § 125 Restitution and Implied Contracts; Criminal Proceedings or imprisonment; Threats and Fears Thereof it states:

" . . . if the threats of prosecution actually exist in the mind of an innocent person, the fear of imminent arrest and imprisonment, this will constitute **duress**, and money paid by reason thereof may be recovered back by the innocent party."⁶

6. Cribbs v. Sowle, 87 MICH. 340, 49 N.W. 587 (1891)

The aggrievous crimes committed against Warren D. Johnson, Jr., the Royal Johnson Family and PORTOSEL have been copiously documented in affidavits, exhibits, evidence and motions before this Court and the violations of The Human Rights Act of 1998 (UK) are well documented, as shown in Exhibit CR-C-02 attached.

2. The Court erred in its representation to the courtroom Jury that Soneet Kapila was the United States Trustee and an

agent of the United States Government. See the Court's statement recorded in the Trial Transcripts at the close of Kapila's testimony as a witness for the Prosecution.

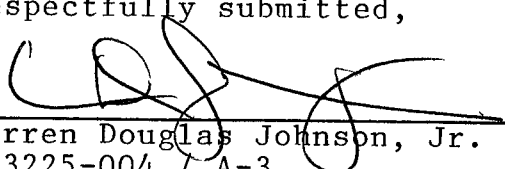
Joseph A. Guzinski, General Counsel clearly states in his letter to Petitioner that "The trustee [Soneet Kapila] does not represent the Government, or any arm thereof, . . ."

WHEREFORE, Petitioner requests this honorable Court to take mandatory judicial notice of the facts contained herein including the attachments that have been made a part of this filing.

OATH

I, Warren Douglas Johnson, Jr., hereby declare that I am of age and competent to be a witness, that the facts contained herein are true, correct, complete and not misleading to the best of my first hand knowledge under penalty of perjury under the Laws of The United States of America, the Laws of Florida and my unlimited commercial liability, this 19th day of March, 2003.

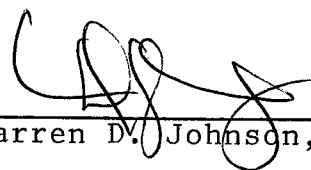
Respectfully submitted,


Warren Douglas Johnson, Jr.
#53225-004 / A-3
Federal Correctional Complex-Low
P.O. Box 1031
Coleman, Florida 33521-1031

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing is true and correct and a copy of this document was mailed by First Class Mail on 19th day of March, 2003 to: Carolyn Bell, Assistant United States Attorney, 500 S. Australian Boulevard, Suite 400, West Palm Beach, Florida 33401-6235.

BY:


Warren D. Johnson, Jr.

The Human Rights Act 1998

Incorporating the European Convention on Human Rights into UK law (November 9, 1998)

Article 5

Right to liberty and security

1. Everyone has the right to liberty and security of person. No one shall be deprived of his liberty save in the following cases and in accordance with a procedure prescribed by law:
 - (a) the lawful detention of a person after conviction by a competent court;
 - (b) the lawful arrest or detention of a person for non-compliance with the lawful order of a court or in order to secure the fulfilment of any obligation prescribed by law;
 - (c) the lawful arrest or detention of a person effected for the purpose of bringing him before the competent legal authority on reasonable suspicion of having committed an offence or when it is reasonably considered necessary to prevent his committing an offence or fleeing after having done so;
 - (d) the detention of a minor by lawful order for the purpose of educational supervision or his lawful detention for the purpose of bringing him before the competent legal authority;
 - (e) the lawful detention of persons for the prevention of the spreading of infectious diseases, of persons of unsound mind, alcoholics or drug addicts or vagrants;
 - (f) the lawful arrest or detention of a person to prevent his effecting an unauthorised entry into the country or of a person against whom action is being taken with a view to deportation or extradition.
2. Everyone who is arrested shall be informed promptly, in a language which he understands, of the reasons for his arrest and of any charge against him.
3. Everyone arrested or detained in accordance with the provisions of paragraph 1(c) of this Article shall be brought promptly before a judge or other officer authorised by law to exercise judicial power and shall be entitled to trial within a reasonable time or to release pending trial. Release may be conditioned by guarantees to appear for trial.
4. Everyone who is deprived of his liberty by arrest or detention shall be entitled to take proceedings by which the lawfulness of his detention shall be decided speedily by a court and his release ordered if the detention is not lawful.
5. Everyone who has been the victim of arrest or detention in contravention of the provisions of this Article shall have an enforceable right to compensation.

Article 6

Right to a fair trial

1. In the determination of his civil rights and obligations or of any criminal charge against him, everyone is entitled to a fair and public hearing within a reasonable time by an independent and impartial tribunal established by law. Judgment shall be pronounced publicly but the press and public may be excluded from all or part of the trial in the interest of morals, public order or national security in a democratic society, where the interests of juveniles or the protection of the private life of the parties so require, or to the extent strictly necessary in the opinion of the court in special circumstances where publicity would prejudice the interests of justice.
2. Everyone charged with a criminal offence shall be presumed innocent until proved guilty according to law.

3. Everyone charged with a criminal offence has the following minimum rights:

- (a) to be informed promptly, in a language which he understands and in detail, of the nature and cause of the accusation against him;
- (b) to have adequate time and facilities for the preparation of his defence;
- (c) to defend himself in person or through legal assistance of his own choosing or, if he has not sufficient means to pay for legal assistance, to be given it free when the interests of justice so require;
- (d) to examine or have examined witnesses against him and to obtain the attendance and examination of witnesses on his behalf under the same conditions as witnesses against him;
- (e) to have the free assistance of an interpreter if he cannot understand or speak the language used in court.

Article 7

No punishment without law

- 1. No one shall be held guilty of any criminal offence on account of any act or omission which did not constitute a criminal offence under national or international law at the time when it was committed. Nor shall a heavier penalty be imposed than the one that was applicable at the time the criminal offence was committed.
- 2. This Article shall not prejudice the trial and punishment of any person for any act or omission which, at the time when it was committed, was criminal according to the general principles of law recognised by civilised nations.

Article 8

Right to respect for private and family life

- 1. Everyone has the right to respect for his private and family life, his home and his correspondence.
- 2. There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others.

Article 9

Freedom of thought, conscience and religion

- 1. Everyone has the right to freedom of thought, conscience and religion; this right includes freedom to change his religion or belief and freedom, either alone or in community with others and in public or private, to manifest his religion or belief, in worship, teaching, practice and observance.
- 2. Freedom to manifest one's religion or beliefs shall be subject only to such limitations as are prescribed by law and are necessary in a democratic society in the interests of public safety, for the protection of public order, health or morals, or for the protection of the rights and freedoms of others.

Article 10

Freedom of expression

- 1. Everyone has the right to freedom of expression. This right shall include freedom to hold opinions and to receive and impart information and ideas without interference by public authority and regardless of frontiers. This Article shall not prevent States from requiring the licensing of broadcasting, television or cinema enterprises.
- 2. The exercise of these freedoms, since it carries with it duties and responsibilities, may be subject to such formalities, conditions, restrictions or penalties as are prescribed by law and are necessary in a democratic society, in the interests of national security, territorial integrity or public safety, for the prevention of disorder or crime, for the protection of health or morals, for the protection of the reputation or rights of others, for preventing the disclosure of information received in confidence, or for maintaining the authority and impartiality of the judiciary.

Schedule1, Part II

First protocol toptop

Article 1

Protection of property

Every natural or legal person is entitled to the peaceful enjoyment of his possessions. No one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by law and by the general principles of international law.

The preceding provisions shall not, however, in any way impair the right of a State to enforce such laws as it deems necessary to control the use of property in accordance with the general interest or to secure the payment of taxes or other contributions or penalties.



U.S. Department of Justice

Executive Office for United States Trustees

EXHIBIT CR-C-3

Office of the General Counsel

20 Massachusetts Avenue, N W
Washington, D C 20530

Voice - (202) 307-1399
Fax - (202) 307-2397

December 12, 2002

Warren D Johnson, Jr
53225-004 / A-3
Federal Correctional
Complex, Coleman - Low
Coleman, Florida 33521

Dear Mr Johnson

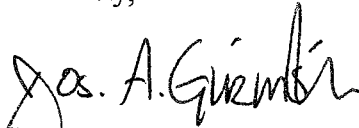
This responds to your letter dated May 8, 2002, requesting information regarding the appointment and responsibilities of Soneet Kapila, the Chapter 7 Trustee assigned to administer your bankruptcy case. The United States Trustee Program is a component of the Department of Justice responsible for supervising the administration of bankruptcy cases and trustees.
28 U S C § 586

Chapter 7 trustees are private individuals, not federal government employees. They are appointed to a panel of private trustees by the United States Trustee and are reappointed annually. Section 704 of the Bankruptcy Code, at 11 U S C § 704, sets forth the duties of a trustee (copy enclosed). Mr Kapila reports to and is supervised by the United States Trustee in Atlanta, through the Assistant United States Trustee in Miami. The current reappointment of Mr Kapila, which is effective January 1, 2002 through December 31, 2002, is enclosed along with a copy of the letter informing Mr Kapila of his reappointment, which describes some of the responsibilities of the trustee.

With regard to your question about representation, the trustee represents the estate and has fiduciary responsibilities to the estate, the creditors, including taxing authorities, and to the debtor. The trustee does not represent the Government, or any arm thereof, or any specific creditor individually, or the debtor individually.

I trust this information is of use to you.

Sincerely,


Joseph A. Guzinski
General Counsel

Enclosures



362 Richard Russell Building
75 Spring Street SW
Atlanta, GA 30303

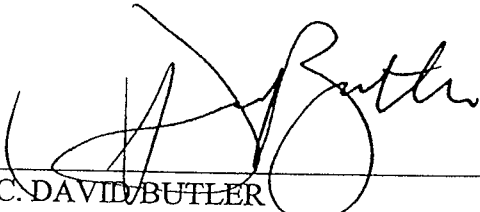
(404) 331-4437
FAX (404) 331-4464

**REAPPOINTMENT TO THE
PANEL OF CHAPTER 7 TRUSTEES**

I hereby reappoint Soneet R. Kapila to the panel of chapter 7 trustees for the Southern District of Florida. The trustee is designated to be the presiding officer at Section 341 meetings and has the authority to examine debtors under oath. FRBP 2003(b). This appointment commences on January 1, 2002 and ends on December 31, 2002, but may be terminated anytime at the discretion of the United States Trustee.

By accepting appointments in bankruptcy cases filed under chapter 7 of the Bankruptcy Code, the trustee agrees to allow the United States Trustee access to any and all files and records maintained on behalf of any bankruptcy estate under the trustee's administration, including, but not limited to, files maintained on the estate's behalf by an attorney for the trustee.

Dated: December 26, 2001


C. DAVID BUTLER

United States Trustee for Region 21,
the Judicial Districts Established for
the States of Georgia, Florida and for
the Commonwealth of Puerto Rico and
the Virgin Islands of the United States

EXHIBIT CR-C-4

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

UNITED STATES OF AMERICA,
Plaintiff,

CASE NO.: 98-8039-CR-RYSKAMP

v.

WARREN D. JOHNSON, JR.,
Defendant-Petitioner.

NOTICE OF FILING ADDITIONAL DOCUMENTATION AS EXHIBIT Z
PAGES 66 to 71 IN SUPPORT OF DEFENDANT'S PREVIOUS FILING OF A
COMBINED MOTION AND JUDICIAL NOTICE UNDER 201 (d) F.R.E.

COMES NOW, Petitioner Warren D. Johnson, Jr., In Propria
Persona and Sui Juris, and hereby files into this Court the
following:

1. Exhibit Z, pages 66 to 71, attached herein as an addition
to the existing Exhibit Z, pages 1 to 65 on file in this case.
The Court shall take Judicial Notice of PORTOSEL- The Royal
Johnson Family- Declaration of Sovereignty and Treaty with
the UNITED STATES, under the Convention de la Haye du 5
october 1961, No. 2003-661 on the Ninth day of January, A.D.
2003.
2. Exhibit Z, pages Z-19 to Z-57, list \$ 41.00 Billion U.S.
in six (6) GUARANTY BONDS and are filed in this case. The
Court shall take Judicial Notice that the six (6) GUARANTY
BONDS are recorded with Dean Heller, Secretary of State for
the State of Nevada, under the UNIFORM COMMERCIAL CODE
No. 2002021788-9; 2002021789-1; 2002021790-4; 2002021791-6;
2002021792-8; and 2002021793-0 filed in Carson City, Nevada
on August 14, 2002 at 1:10 P.M.

RESPECTFULLY submitted this

19th

day of February, 2003.

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

W. Johnson	
A-3	Postage \$ 1.08
Certified Fee	\$ 2.38
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.21

Postmark Here

Sent To
Clerk of the Court
Street Apt No
or PO Box No UNITED STATES DISTRICT CT.
City State ZIP+4 Southern District of Fl.
701 Clematis-WEST PALM, FL 33401

PS Form 3800, January 2001

See Reverse for Instructions

E OF SERVICE

Respectfully submitted,

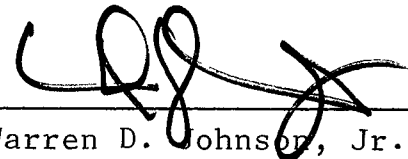


Warren D. Johnson, Jr.

#53225-004/ A-3 (Citrus)
Federal Correction Complex-Low
P.O. Box 1031
Coleman, Florida 33521-1031

I HEREBY CERTIFY that the foregoing is true and correct and a copy of this document was mailed by First Class Mail on the 19th day of February 2003 to: Carolyn Bell, Assistant United States Attorney, 500 S. Australian Blvd., Suite 400, West Palm Beach, Florida 33401-6235.

BY:



Warren D. Johnson, Jr.

DIVISIONS OF FLORIDA DEPARTMENT OF STATE
Office of the Secretary
Office of International Relations
Division of Elections
Division of Corporations
Division of Cultural Affairs
Division of Historical Resources
Division of Library and Information Services
Division of Licensing
Division of Administrative Services



State Board of Education
Trustees of the Internal Improvement Trust Fund
Administration Commission
Florida Land and Water Adjudicatory Commission
Siting Board
Division of Bond Financing
Department of Law Enforcement
Department of Highway Safety and Motor Vehicles
Department of Veterans Affairs

FLORIDA DEPARTMENT OF STATE

Ken Detzner
Secretary of State

MEMORANDUM

To: The Royal Johnson Family
Portosel
12118 East Yates Road
Lyndonville, NY 14098-4098

From: Notary Certification/Apostille Section

Date: January 9, 2003

As requested in a letter dated December 17, 2002, we have certified the following:

<u>Document</u>	<u>Copies</u>	<u>Certificate Type</u>	<u>Name</u>
Notarized document	1	Apostille	Ricardo Miro

This will acknowledge receipt of payment for the cost(s) shown below:

<u>Payment</u>	<u>Amount</u>	<u>Purpose</u>
Check #1572	\$10.00	Certificates

If we can be of further assistance, please let us know.

Enclosures

Reference ID: 162939

OFFICE OF INTERNATIONAL AFFAIRS
NOTARY COMMISSIONS AND CERTIFICATIONS SECTION

The Capitol • Room 1902 • Tallahassee, Florida 32399-0250 • (850) 921-5268 or (850) 413-9732
FAX: (850) 488-2225 • WWW Address: <http://www.dos.state.fl.us> • E-Mail: intrel@mail.dos.state.fl.us



Department of State

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: United States of America

This public document

2. has been signed by Ricardo Miro

3. acting in the capacity of Notary Public of Florida

4. bears the seal/stamp of Notary Public, State of Florida

Certified

5. at Tallahassee, Florida

6. the Ninth day of January, A.D., 2003

7. by Secretary of State, State of Florida

8. No. 2003-661

9. Seal/Stamp:

10. Signature:



CR2EO22 (1-03)

Ken Detzner
Ken Detzner
Secretary of State

PORTOSEL)	
)	
The Royal Johnson Family	)ss.	Declaration of the
	)	Sovereignty of the
Joyce Lucille Johnson	)	Principality of Orange
Warren Douglas Johnson, Jr.	)	Reorganized To Operate
Sharon Lynn Johnson Pratt	)	Subject to Emir de
Patricia Ann Johnson Wellspeak	)	Vittel's Law of Nations;
Paul Richard Johnson	)	Nature's Law; and God's
Jeffrey Alan Johnson	)	Law
and Their Heirs in All)	
Future Generations	)	(Hereinafter PORTOSEL)
)	
In Sumter County, Florida	)	re: TESTAMENTARY EXISTANCE
In The United States of	)	OF TREATY BETWEEN PORTOSEL
America	)	AND THE UNITED STATES
)	

KNOW ALL BY THESE PRESENTS: That PORTOSEL, pursuant to the Law of Nations, and history from the 11th century, has established its family heritage with a religious and pious conscience and unalienable rights to reorganized it ancient sovereign principality, which secures the undersigned's legal rights, title and privileges and gives rise to this APOSTILLE of a public document to the United States and to all other sovereign nations and principalities.

The undisputed and recorded history of the Royal Johnson Family - PORTOSEL does far exceed all rights to blood, title and land recognized for Indian tribes as set forth in 41 AM JUR 2d, §§55 to 57; and, is copiously documented in the public records of the United States; United States District Court, Southern District of Florida in case no. 98-8039-CR-RYSKAMP.

The United States is a sovereign and subject only to its own constitution and the Law of Nations. See Supreme Court Case Choctaw Nation v. United States, 119 U.S. 1, 7 S.Ct. 75, 30 L.Ed 306; Hilton v. Guvat, 159 U.S. 163, 16 S.Ct. 139, 40 L.Ed 95 (NY 1895). And PORTOSEL is, in fact, a sovereign and relies on the following:

1. The Holy Bible
2. The Magna Carta of June 15, 1215
3. The Mayflower Compact of November 11, 1620
4. The Law of Nations by Emir de Vittel of 1758 edition
5. The Convention de La Haye du 5 Octobre 1961
6. Vienna Convention 18 April 1961, U.N.T.S. Nos. 7310-7312 vol. 500, pp. 95-239

7. The Ordinance for the Territory North and West of the River Ohio, 1 Stat. 51 52, July 13, 1787
8. International Organizations Immunities Act, 9 December 1945
9. The Vienna Convention on the Law of Treaties U.N. Doc A/Conf. 39/27 (1969), 63 A.J.I.L. 876 (1969) at Article 2, section 1(a), (b), and (g), and Article II for "limited accession" per TIAS 10072 33 U.S.T. 883, 527 U.N.T.S. 189
10. The Convention on Rights and Duties of States, 49 Stat. 3097, T.S. 881, 165 L.N.T.S. 19, 3 Bevans 145, done at Montevideo, Uruguay on December 26, 1934, @ Art. 2-3 Id. est. "sovereign ecclesiastical State"
11. Convention on the Conflict of Laws Relating to the Form of Testamentary Dispositions, concluded October 5, 1961, #11, et seq., Conflict of Laws (1993)
12. Vienna Convention on Consular Relations and Optional Protocols done at Vienna 24 April 1963, U.N.T.S. Nos. 8638-8640 vol. 596, pp. 262-512
13. Vienna Convention on the Law of Treaties, signed at Vienna 23 May 1969, U.N.T.S., Entry into Force: 27 January 1980

The Royal Johnson Family - PORTOSEL does hereby state that its family members are not 14th Amendment citizens of the District of Columbia but have, in fact, founded and/or ruled over and developed and have been landowners in the area of land known as the state of Massachusetts since 1620; the state of Rhode Island since 1638; and, the New Netherlands which is know known as the state of New York since 1624; and, its ancestors and the current Royal family have been, and in fact are citizens of PORTOSEL inhabiting within the states of New York and Florida.

A contract with the Royal Johnson Family - PORTOSEL is a treaty. The United States has dealt with the Royal Johnson Family - PORTOSEL as a family tribe or band; and Warren D. Johnson, Jr., individually and with power of attorney for each of his brothers and sisters can assert the rights of PORTOSEL. The United States of America has breeched its fiduciary contract, capacity and responsibility and has taken advantage of the Royal Johnson Family - PORTOSEL through the vendettas turned religious wars which have been documented and reported to various Federal agencies and departments of the United States over the last thirteen years. Those agencies and departments so notified were the Federal Bureau of Investigation (F.B.I.); the Judiciary Committee of the United States Congress; the Federal courts; the Police; the Judiciary Committee of the United States Senate; the Department of Justice; the Attorney General of the United States; and the Secretary of State of the United States.

As we progress in case no. 98-8039-CR-RYSKAMP and future cases based on future claims under the rule of Postliminium, the Treaty between our two sovereign entities will be forged for all future posterity.


PORTOSEL urges the Congress of the United States to identify and prosecute the violations of the Law of Nations outlined in the aforesaid mentioned case and to use care in order to avoid taking advantage of PORTOSEL; let the United States generously recognize its full obligations to protect the interests of the Royal Johnson Family - PORTOSEL; and to order its enemies to cease and desist all extortion threats, duress, and misusing the Federal courts to oppress PORTOSEL with superior skills of lies and deceptions in order to deny the Royal Johnson Family - PORTOSEL justice and continue to violate its religious conscience.

Under 41 AM JUR 2d, § 55, these tactics that continue to occur are illegal in dealing with those whose rights preceded the United States of America of 1789; be it American Indian nations, tribes, bands or PORTOSEL.

The members of the Royal Johnson Family - PORTOSEL, descending from the band of Pilgrims, may in fact be "Diplomatic Agents" or described as "Ambassadors" or "Public Ministers" to the United States on behalf of PORTOSEL, with all rights established in the aforesaid 13 documents listed herein, constitutions, Laws and Treaties; and, any other contract, treaty, document or instrument of Law that does in fact recognize, acknowledge and treat the Royal Johnson family - PORTOSEL with Justice, righteousness and truth.

IN FAITHFUL WITNESS WHEREOF; Joint-Heir-Declarant states the above is true, correct and complete, and not misleading under the Law of the almighty God and His son Jesus Christ; and, under International Law as espoused in the Law of Nations, the Laws of PORTOSEL, and under my unlimited commercial liability, so help me God.

FURTHERMORE; all powers stated herein and the right standing of descendency and all commitments binding to the Royal Johnson Family - PORTOSEL.


Warren Douglas Johnson, Jr.

SUBSCRIBED and AFFIRMED to before me, a Notary Public in Sumter County, the State of FLORIDA, the above Signator, Warren Douglas Johnson, Jr. appeared, identified himself, and affixed his signature hereto, this 6th day of December, 2002.


Notary Public



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: United States of America

This public document PORTOSEL - The Royal Johnson Family Declaration of Sovereignty and Treaty with United States

2. has been signed by Ricardo Miro #DD 094019

3. acting in the capacity of Notary Public of Florida

4. bears the seal/stamp of Notary Public, State of Florida

Certified

5. at Tallahassee, Florida

6. the

7. by Secretary of State, State of Florida

8. No.

9. Seal/Stamp:

10. Signature:



Secretary of State

DSDE 99 (1-99)

This document contains an artificial watermark on REVERSE. Hold at 45°. DO NOT ACCEPT UNLESS VIEWED.

"State of Florida" appears in small letters across the face of this 8 1/2 X 11" document.

EXHIBIT CR-C-5

October 14, 2002

TO: Senator Patrick Leahy, 433 Russell Senate Office Building
Senator Charles Schumer, 313 Hart Senate Office Building
Senator Orin Hatch, 131 Dirksen Senate Office Building
Senator Chuck Grassley, 135 Hart Senate Office Building

Washington, D.C. 20510

RE: Chronological list of Crimes and Events against the Royal Johson Family-
PORTOSEL in Case No. 98-8039-CR-RYSKAMP

Dear Senators;

I have presented the following listing of chronological crimes and events against the Royal Johnson Family- PORTOSEL in violation of the Law of Nations and the laws of the United States of America.

1. An F.B.I. agent's sister, Corrine B. Calvasina, threatened a vendetta, after losing a lawsuit to Warren D. Johnson, Jr. in September 1991, on an option contract for Bay Pointe Estates.
2. Merrill Lynch et al., through their lawyers, Holland & Knight, obtained a judgment by fraud against Warren D. Johnson, Jr. in 1992. Their criminal acts in obtaining control of the Preserve at Palm-Aire, Ltd. are outlined in a criminal complaint filed with Eliot Spitzer, Attorney General of New York.
3. F.B.I. agent David Von Hockey threatened Warren D. Johnson, Jr. and his son-in-law Adam Brown in December 1992. The threats were documented and set forth in complaints filed with the U.S. House of Representative's Judiciary Committee in 1997, along with additional threats made by F.B.I. agent Michael McBride.
4. Various violations of Warren D. Johnson's civil rights and constitutional rights were violated as follows:
 - A. A vendetta, which turned into a religious war, was waged by F.B.I. agent Michael McBride from 1995 and joined by Assistant U.S. Attorney Carolyn Bell. McBride sent Warren D. Johnson, Jr. (Johnson) a message in 1995 that "when he [McBride] was done, Johnson would know he was the anti-Christ."
 - B. There was no Federal Rules of Criminal Procedure (F.R.Cr.P.) Rule 3 Criminal Complaint filed against Johnson.
 - C. The only persons who could have filed the Rule 3 Criminal Complaint under Title 28 U.S.C. § 3057 for Bankruptcy Fraud was Judge Steven H. Friedman or the Chapter 7 Trustee, as required by Law.
 - D. There was no "Probable Cause," under Title 28 U.S.C. § 3060, only after the Criminal Complaint could there then be a Preliminary Hearing to determine if there was probable cause and send the case to the grand jury for investigation.
 - E. The grand jury violated F.R.Cr.P. Rule 6(f) Finding and Return of Indictment by failing to deliver an indictment in open court, thus

Senators Patrick Leahy, Charles Schumer, Orin Hatch, Chuck Grassley
October 14, 2002

- the federal Court had no jurisdiction including no personal jurisdiction to try any case against Johnson.
- F. Carolyn Bell's case against Johnson was based on her lies and the government destroyed F.B.I. 302 Field Reports that would expose the corruption of these tortfeasors.
 - G. The Government put on witnesses who knowingly lied to mislead the jury.
 - H. After complaints were filed with the Office of Professional Responsibility in January and September of 2000, Leslie Taylor on or about January 26, 2001 reported to Patricia Wellspeak that both reports were missing and there was a cover-up.
 - I. Attorney Patrick Scott and Chapter 7 Trustee, Soneet Kapila, extorted collateral, money and property from the Royal Johnson Family- PORTOSEL in an agreement of the 16th of February, 2001 that had a future forward value of \$41 billion.
 - J. The collateral extorted from the Royal Johnson Family- PORTOSEL could not legally be taken under existing law, so the tortfeasors resorted to threats and extortion, of which Federal Judge Kenneth L. Ryskamp was informed by letter on January 20, 2001.
 - K. The collateral and property included Grand Turk Harbour - Port O'Sel, which was based on the Royal Johnson Family's religious conscience; and, that project was a repeat of former historical family events and accomplishments. These are all well recorded in history and exhibits in this case.
 - L. The Government's attorney forced on Johnson, in violation of his Sixth Amendment Constitutional rights, also violated Local Rule 11.1(D) and had no authorization from Johnson to stand before the Court and to Represent Johnson.
 - M. Johnson was indicted under a law that did not exist by Congress until 18 months after an alleged "concealment" of assets.
 - N. There was no "concealment" of assets, but a legitimate business transaction, which was well documented; and, the government destroyed their F.B.I. 302 Field Reports of September 14, 1998 that set forth the legitimate transaction.
 - O. The Sentence was illegal.
 - P. The Federal Judge and Clerk of the Court have failed to record key motions and exhibits in this case and "cooked the books" in their attempt to cover-up for these tortfeasors, as well as reclassifying Johnson's Motions in violation of existing case law.

Senators Patrick Leahy, Charles Schumer, Orin Hatch, Chuck Grassley
October 14, 2002

To update your records to reflect the most current information filed into Court, please find enclosed:

<u>Date of Filing</u>	<u>Description</u>
October 2, 2002	Petitioner's Motion to Strike Carolyn Bell's Response as Frivolous, Non-Responsive, and a Fraud on the Court
October 7, 2002	Petitioner's Response to the Filing of Government's Answer to Petitioner's Motion to Vacate, Set Aside, or Correct Sentence Pursuant to Title 28, United States Code, Section 2255 <u>Exhibit A</u> , Table of Exhibits in support of a Rule 201(d); Petition for a Writ of Habeas Corpus; Filing a Rule 3 Criminal Complaint; and Verified Declaration in support of this Complaint and Motion.
October 13, 2002	Verified Emergency Petition to Arrest Judgment for Lack of Subject Matter Jurisdiction with Incorporated Memorandum of Law

Yours truly,



Warren D. Johnson, Jr. Power of Attorney
For the Royal Johnson Family- PORTOSEL
% Jeffrey A. Johnson
12118 East Yates Road
Lyndonville, New York 14098

Phone: (area 585) 765-2621

September 10, 2002

TO Senator Patrick Leahy, 433 Russell Senate Office Building
Senator Charles Schumer, 313 Hart Senate Office Building
Senator Orin Hatch, 131 Dirksen Senate Office Building
Senator Chuck Grassley, 135 Hart Senate Office Building

Washington, D.C. 20510

RE: The Religious War Against The Royal Johnson Family- PORTOSEL
in Violation of the Law of Nations

Dear Senators;

In preparation for the taking of our case to the people of the United States and the International Community, we have drafted the attached PRESENTMENT or INDICTMENT and COMPLAINT To The International Court of Justice at the Hague, Netherlands for your review.

Please feel free to comment on any additions, supplements or changes in the language that would make the case more understandable. We have sent a letter to Colin Powell, the Secretary of State of the United States, in order to brief him on this ongoing religious war. He will need to see your documentation in order to understand the complete history of these criminal acts of war.

Yours truly,



Warren D. Johnson, Jr. Power of Attorney
For the Royal Johnson Family- PORTOSEL
% Jeffery A. Johnson
12118 East Yates Road
Lyndonville, New Yory 14098

Phone: (area 585) 765-2621

THE INTERNATIONAL COURT OF JUSTICE
The Hague, Netherlands

Warren Douglas Johnson, Jr.
Attorney in Fact and Private Prosecutor
for the Royal Johnson Family- PORTOSEL
(Plaintiff)

Case no. _____
to be assigned

v.

Agents Known or as yet Unknown
D/B/A or Acting as UNITED STATES ATTORNEY
in a RELIGIOUS WAR (Hereinafter referred to as
Tortfeasors)
(Defendants)

COMPLAINT

PORTOSEL'S RIGHTS TO EXIST UNDER THE LAW OF NATIONS AND ALL OTHER
APPLICABLE LAW HAVE BEEN VIOLATED BY THE TORTFEASORS IN A ILLEGAL
RELIGIOUS WAR. PORTOSEL IS ENTITLED TO ITS SOVEREIGNTY; ITS RELIGIOUS
CONSCIENCE; THE RIGHT TO END THIS WAR AND ESTABLISH PEACE.

PORTOSEL is the Principality of Orange Re-organized To Operate Subject to
Emir de Vittel's Law of Nations under God's Law, with its traditional sovereign
status. The opening lines of the United States Declaration of Independence evoked
its rights "Among the Powers of the Earth, the separate and equal Station to
which the Law of Nature and Natures God entitled them..." in 1776, approximately
six hundred years after the Principality of Orange was formed in the 12 th. Century.

Most existing countries of today were formed after our family ancestors
ruled over the low country of Europe and over areas now known as Germany, the
Netherlands and Burgandy in France. In 1624 the House of Orange also ruled over
Manhattan Island, which later became New York; and sent Hannake Jan, daughter of
the Royal House of Orange, to Manhattan Island with a land grant. The Royal Johnson
Family is not only decended from Hannake Jan, but also from the de Moulines and
Grennells, which arrived on the Mayflower in 1620 at Plymouth Rock, Mass. and
Newport, Rhode Island respectfully. (See Exhibits W and Z for the family history).

The Royal Johnson Family and their ancestors have been continuous land owners
held against all commers, with a territory they called their own, both in Europe
and in the new world of the Americas. History recognizes our family as sovereign
and under § 51 and § 56 of the Law of Nations, Our family is the example to the
world of becoming a separate entity, with the right to seek the help of other
foreign nations, and birthing a new nation.

Other sovereign nations such as Latvia, Lithuania, Estonia, the Indian Nations
of America, the Sovereign Military Order of Malta (SMOM), San Marino and the
United Nations may only hold territory that is a relic of their earlier holdings,
but non the less, they are Sovereign Nations recognized in history and by current
existing nations.

PORTOSEL has been illegally stripped of its multi-billion dollar (U.S.) territories that were under development with the Turks & Caicos Island Government, by the tortfeasors acting under the color of authority and the color of Law in Case No. 98-8039-CR-RYSKAMP, United States District Court in the Southern District of Florida. Under the illegal activities of these tortfeasors, the Royal Johnson Family- PORTOSEL was extorted out of collateral that now generates a claim in the billions of dollars (U.S.) against these tortfeasors, as well as claims for land purchases, agreements, contracts and options in Orleans County, New York; Martin County, Florida, Canada and elsewhere, that were lost due to this religious war by the tortfeasors, being illegally waged.

PORTOSEL choses to bring its claims and complaints in courts of law, as opposed to the traditional weapons of a military war. PORTOSEL seeks all claims, rights and title under the Law of Nations, the Rule of Postliminium and rights under Chapter XII, Religion and Piety of the Law of Nations. All claims, criminal complaints against these tortfeasors, exhibits, documents, filings, motions and/ or anything related to/ or filed in Case No. 98-8039-CR-RYSKAMP previously mentioned or any other related cases and their filings are hereby incorporated in this COMPLAINT and made a part hereof for purposes of proofs and evidence of the tortfeasors violations of the Law of Nations, the Constitution of the United States, Natural Law and God's Law. These tortfeasors, acting under the color of authority and the color of Law, form a criminal enterprise under the RICO Statues, codified in Title 18 U.S.C. Chapter 96, and have violated several other laws enumerated in a twenty three (23) page Verified Declaration ... and Verified Petition filed in the aforesaid mentioned cases.

PORTOSEL has charged the Attorney General of the State of New York on April 16, 2002 to investigate certain tortfeasors under its Jurisdiction; and the Congress of the United States to define and punish offenses against PORTOSEL under the Law of Nations. Our government servants have a fiduciary duty to perform and must be given a chance before charging them with "breaching their duty" as has been charged against Federal Judge Kenneth L. Ryskamp and the other tortfeasors in Complaints of record in these cases.

PORTOSEL is forced to take these actions for self-preservation for ourselves, our religious conscience, our children and our children's children.

This religious war was started by the tortfeasors as a vendetta; was ill-conceived due to the cost to the United States and could expose the United States to considerable ridicule in the press by its writers and the world, since our system of justice is thought to be "the envy of the world."

PORTOSEL's case is so unique that it is not likely to set a precedent for anyone to create a principality, and in fact could save the United States and Europe billions of dollars and thousands of lives if our Royal family's world patents on Ice Ban de-icing and anti-corrosive technology are implemented and reach the market penetration forecast by the United States Federal Commission's study by the Hi-Tec Commission in 1997.

We ask the International Court of Justice to assign this Complaint a case number and duly record our documentation for safekeeping against the tortfeasor's power under the color of authority and color of Law to seal all documentation in these cases.

PRESENTMENT or INDICTMENT

We, the undersigned citizens of the United States of America, having examined the evidence presented by the Royal Johnson Family- PORTOSEL, as special private prosecutors, do hereby indict the United States of America for violations of the Law of Nations and criminal acts charged within the twenty three (23) page NOTICE OF CONSOLIDATED FILING TO THIS COURT FOR

- I. VERIFIED DECLARATION IN SUPPORT OF THIS COMPLAINT AND MOTION FILED IN OCTOBER 2001, HEREIN as EXHIBIT V- PAGES V-7 THROUGH V-15;
II. VERIFIED PETITION FOR REDRESS OF GRIEVANCES;
III. VERIFIED PETITION FOR INJUNCTIVE RELIEF; AND
IV. VERIFIED PETITION FOR PROSPECTIVE INJUNCTIVE RELIEF originally filed May 8, 2002 and herein after referred to as (Presentment or Indictment)

We also indict each and every tortfeasor named or unnamed in the Presentment or Indictment, including 1 to 100 each of John Does, Jane Does and John Doe Corporations, for said violations of specific criminal acts so listed; and charge that these tortfeasors acted as, in the capacity of or D/B/A United States Attorney in violation of the Law of Nations, against the Royal Johnson Family members- PORTOSEL, as these criminal acts were brought forth in the prosecution of Case No. 98-8039-CR-RYSKAMP, United States District Court in the Southern District of Florida.

The undersigned citizens sign this Presentment or Indictment each being a member of a Special Grand Jury of citizens of the United States of America, continually being empaneled to specifically review the documents filed in the above referenced case.

Signed _____

PRINTED NAME _____ Date _____

ADDRESS _____

TELEPHONE _____
or E-Mail _____

18 September 2002

Nico Meijering
Vondelstraat 89
1054 GM. Amsterdam
The Netherlands
telephone: 011-31-20-616-6676

RE: RELIGIOUS WAR AGAINST THE ROYAL JOHNSON FAMILY-PORTOSEL BY TORTFEASORS
D/B/A UNITED STATES ATTORNEY IN CASE NO 98-8039-CR RYSKAMP

Dear Mr. Meijering;

In the above referenced case, Merrill Lynch, et al. used the UNITED STATES JUSTICE DEPARTMENT as their own private police force in violation of both U.S. law and the Law of Nations. There is no doubt that these criminal activities will soon be dealt with in our legal system, at which time our Royal Johnson Family will move on to damages.

We are now selecting a D.C. lawyer to bring suit @ Washington, D.C. for violations of U.S. law regarding the Religious Freedom Restoration Act of 1993, and will probably use Lee Boothby, phone 202-363-1773, who was the co-author of that law.

For the 41 billion in damages to the collateral of ICE BAN AMERICA, INC. common stock, a Nevada Corporation, we will use lawyers in Nevada under the Uniform Commercial code laws; Bivens and the Federal Tort Claim laws.

Our ultimate goal is to separate under the Law of Nations, seek the help of foreign nations and receive recognition as a sovereign principality on our ancestral lands in New York and hopefully regain the GRAND TURK HARBOUR-Port O' Sel project that our family members held in an agreement with the British Crown and the elected government of the Turks & Caicos Islands.

A complete set of documentation of over 26 Exhibits that prove our case will be forwarded to you on CD ROM, from Jeffrey A. Johnson, 12118 East Yates Road, Lyndonville, New York 14098; phone 585-765-2621, upon request.

I thank you for considering this case, and also thank Kenny Himmat for this referral.

Yours truly,



Warren D. Johnson, Jr.
% Jeffrey A. Johnson above address

August 31, 2002

To Members of the Senate Judiciary Committee, as follows:

Patrick Leahy, Chairman - Senator from Vermont

Charles Schumer, New York

Orin Hatch, Utah- Ranking Member

Chuck Grassley, Iowa

Dear Senators:

This letter is to officially inform Congress of the violations of the Law of Nations against PORTOSEL, the Johnson Royal Family and its properties, assets and papers protected under the United States Constitution and Law of Nations.

Our system of justice can not allow Merrill Lynch et al. to use the F.B.I. as its own private police force and have this system remain " the envy of the world." These tortfeasors, described in multiple documents previously sent to each of you Senators, who have conducted a vendetta turned religious war under the color of law, while D/B/A or acting as United States Attorney, must be punished under the Law of Nations and all other applicable law. These tortfeasors, listed in a May 8, 2002 Proposed Presentment or Indictment of 23 pages, are no different than former F.B.I. Agent John J. Connolly, Jr., Robert Hansen or Aldrich Ames, who were all brought to justice; or any different than the officers of Adelphia, Arthur Anderson, World Com, ENRON etc. who have been indicted for obstruction of justice, destruction of documents and other various criminal acts. In case No. 98-8039 CR-RYSKAMP, Bell, McBride, Scott and Kapila should especially know that if you Break the Law, you will be indicted and prosecuted.

In the case of the CHOCTAW NATION v. UNITED STATES, 119 US 1, 7 S Ct. 75, it states: The United States is a sovereign Nation, not subject to any municipal law and limited only by its own Constitution and the Law of Nations. This case, along with Article 1, Section 8 of the United States Constitution, puts the United States under the same law as PORTOSEL and the Royal Johnson Family, which has been under the Law of God since the 12 th Century.

Senators of the Judiciary Committee
August 31, 2002 Letter

Please find attached a 14 page motion filed in the aforementioned case, along with all copies of documents previously supplied, constitutes a major portion of our case against these tortfeasors.

Also find enclosed a five page CRIMINAL COMPLAINT to Justice Ruth Bader Ginsburg on the Private Side of the United States Supreme Court, as per Rule 22 and all applicable rules that allow me to access the Private Side of the Supreme Court. I have asked that the Court take all Remedial Action within its power conferred under Article III Judicial Powers that are bestowed by Congress under the Constitution and provided for under Title 28 U.S.C.A. §§ 251 and 1585, and was denied access by the United States Court of International Trade, who destroyed all my documents. This left me no access to the courts, except the United States Supreme Court.

Since only congress can remove a Federal Judge and is also charged to define and punish violations of the Law of Nations, it is only just and proper to give congress a chance to do its job, prior to referring these matters to the International Courts.

Please review these documents, direct them to the appropriate Subcommittees and inform our family of the appropriate actions that you have taken.

Yours truly,



Warren D. Johnson, Jr.

% Jeff Johnson
12118 East Yates Road
Lyndonville, New York 14098
1-585-765-2621

Patrick Leahy, 433 Russell Senate Office Building
Charles Schumer, 313 Hart Senate Office Building
Orin Hatch, 131 Dirksen Senate Office Building
Chuck Grassley, 135 Hart Senate Office Building

Washington, D.C. 20510

[THIS LETTER SENT BY JEFF JOHNSON ON APPROXIMATELY JUNE 25, 2002]

To Members of the Senate Judiciary Committee, as follows:

Patrick Leahy, VT (Chairman)
Charles Schumer, NY
Orrin Hatch, UT (Ranking Member)
Chuck Grassley, IA

Dear Senators:

Please find enclosed a complete package on the Palm Beach Extortion of the Johnson family, descendants of the Mayflower, who have become victims of a Hate crime.

These documents were delivered to Senator Charles Schumer of New York over the past few months, for his review under the Judiciary Committee's jurisdiction as to "messages, petitions and other matters relating to the following subjects: 2. Bankruptcy, 3. Civil Liberties, 5 Federal Courts and Judges, and 10. Judicial Proceedings, Civil and Criminal generally."

We are concerned as to the number of people who have been threatened in this case, and we believe that the enclosed information must now be reviewed by a broader sector of the Judiciary Committee as to the subcommittees pertaining to "Administrative Oversight and the Courts," "Business Rights," and "Property Rights."

Please review these documents, direct to the appropriate Subcommittees and inform us of the appropriate actions you have taken.

Yours Truly,

Warren D Johnson, Jr.
% Jeff Johnson
12118 East Yates Road
Lyndonville, New York 14098
716-765-2621

Patrick Leahy, 433 Russell Senate Office Building
Charles Schumer, 313 Hart Senate Office Building
Orrin Hatch, 131 Dirksen Senate Office Building
Chuck Grassley, 135 Hart Senate Office Building

Washington, DC 20510

Attention: MAXINE

April 11, 2002

Senator Charles Schumer
757 Third Avenue, Room 1702
New York, NY 10017

Dear Senator Schumer:

Please find enclosed a 123 page Combined Motion and Criminal Complaint against F.B.I. Agent Michael McBride, et al., which sets forth the criminal acts against myself and twenty-one family members. We are direct descendants of John Alden and Patricia Mullens who landed at Plymouth Rock in 1620 and wrote the Mayflower Compact for self government.

These criminal acts will surpass the L.A.P.D. scandal in scope and pain to our great nation and abuse of power. I look forward to giving testimony before your Committee and a Federal Grand Jury, in order to re-establish Justice in this case.

This case was too complex for a Jury to comprehend and who were lost from day one, along with the Judge. The stakes are tremendous as we increase ethanol production to 5 billion gallons by 2012. I could have paid my legitimate creditors if the U.S. Trustee had not breached his fiduciary duty. (See attached letters and new articles).

Yours Truly,



Warren D. Johnson, Jr.
53225-004 (A-3) Low
Federal Correctional Complex - Coleman
P.O. Box 1031
Coleman, FL 33521

IN THE
SUPREME COURT
OF THE UNITED STATES OF AMERICA
202-470-3000

EXHIBIT CR-C-6

In re:

WARREN D. JOHNSON, JR.,

Petitioner.

CASE NO.: to be assigned

Justice Ruth Bader Ginsburg

A CRIMINAL COMPLAINT
TO JUSTICE RUTH BADER GINSBURG
ON THE PRIVATE SIDE OF
THE SUPREME COURT OF THE UNITED STATES OF AMERICA

COMES NOW, I, Warren Douglas Johnson, Jr., being duly sworn state the following to be true, correct and complete to the best of my knowledge and belief. This Complaint incorporates previously filed complaints, motions, pleadings, letters, Affidavits, evidence, exhibits and other documentation previously filed verified documents herein with any Court or official, United States Attorney, Federal Agency or those d/b/a or acting as United States Attorney, (herein tortfeasors); and these documents are incorporated herein in their entirety and identify the following acts and crimes committed by those tortfeasors against the members of the Johnson family.

The following summarized items in this Complaint relate to case no. 98-8039-CR-RYSKAMP in the United States District Court for the Southern District of Florida; case no. 92-33339-BKC-SHF in the United States Bankruptcy Court for the Southern District of Florida; and additional cases in which the Johnson family fought against the tortfeasors in cases enumerated in a 16th of February, 2001 agreement signed under acts of duress and threats that comprised extortion of the Johnson family assets.

SUMMARY OF CRIMINAL COMPLAINT AGAINST KENNETH L. RYSKAMP

1. The Judge has repeatedly been informed pre-trial, during trial and post trial of this vendetta that turned into a religious war, which he stated is very serious and he would get to it later.

2. January 25, 2001 he failed to write an Order for Leslie Taylor of the Office of Professional Responsibility to investigate complaints filed with her at the OPR in January 2000 and in September 2000.

3. He stated on the third day of trial that he and the Jury were totally lost from day one.

4. He would not stop the torfeasors from extorting the Johnson family of their own assets in a 16th of February, 2001 agreement, even though a letter was sent to him on around January 20, 2001 informing him of the extortion threat.

5. He allowed three attorneys to stand before his Court who were not authorized by Petitioner as required by Local Rule 11.1(D).

6. He has failed to rule on Motions and Petitions that are over 6 months old, despite Notices of Ripeness under Local Rule 7.1(B)3 by Catherine Wade, the Supervisor over the Court in the Southern District.

7. He has allowed his Clerk of the Court, Karen Eddy to "cook the books" in this Case by failing to record at least three separate documents.

8. Petitioner's rights to Due Process were violated under Title 18 U.S.C. §§ 3057 and 3060 Preliminary Examination.

9. Petitioner was not allowed to represent himself at trial, but was forced to take a public defender who put on no defense and recorded a notice to the Court to silence the Petitioner.

10. Petitioner was indicted under a Law that did not exist until 18 months after an alleged concealment of assets.

11. The alleged "concealment" was a misdemeanor between September 26, 1992 to March 24, 1993 and not a basis for counts 3 to 7 (Money Laundering).

12. The Judge changed the Jury Instructions on Count 2, eliminating 2 essential elements of "materiality" and "Knowingly" to get a conviction.

13. At sentencing the Judge told Petitioner he was convicted because he drove all those luxury cars.

14. The sentence was illegal.

15. He refused to hear a Motion by Richard Grund on the extortion against him and violations of the Johnson family's religious conscience.

16. The Judge's actions constitute a "cover up" of a criminal enterprise of tortfeasors, who gained a conviction by "a wily stratagem based on trickery" which is artiface and illegal.

17. Petitioner was threatened on February 21, 2001 to remove "U.C.C. 1-207 without prejudice" from above his signature on the extortion agreement of the 16th of February, 2001.

18. Restitution in this Case on February 16, 2001 was illegal, and the Judge covered it up.

19. The Judge presided over the destruction of a multi-billion dollar project, which was based on the Johnson family religious conscience.

20. He allowed the final destruction of \$41 billion in collateral for the project, which was the re-organization of the Johnson family's historic principality, all in violation of

the Law of Nations.

21. These criminal acts are in violation of the Johnson family civil rights as well as violations of the civil and criminal R.I.C.O. acts.

22. The Judge has allowed a cover-up of perjury by Government witnesses, obstruction of Justice and destruction of F.B.I. 302 field reports by F.B.I. Agent Michael McBride. This is also a violation of the Judge's cannons of ethics.

23. The Judge (or Karen Eddy as Clerk of the Court) did not allow the 23-page Verified Petition, dated May 8, 2002, to be recorded in this Case, along with Exhibit X, which was sent by Petitioner on May 14, 2002. This filing, along with Johnson's Motion for Clarification of Questions to Court, would have forced the Judge to send Petitioner's proposed presentment to the special Grand Jury and face all of these criminal acts.

WHEREFOR, Petitioner prays that Justice will be granted to him and his family by the Private side of the Supreme Court after Justice Ruth Bader Ginsburg's de novo review of these facts and supporting documents. Petitioner asks the Court, in the interest of Justice, to free him from prison and to restore the Johnson family fortunes, collateral and projects under the Rule of Postliminium, by and through the following orders:

a. Order the U.S. Treasury Department to put up Federal Reserve Notes to replace the collateral destroyed as reflected in all documents relating to the Grand Turk Harbour Project, including the Guaranty Bonds of record.

b. Order the return of all land(s), homes, projects, assets and money or its equivalent value, in Federal Reserve Notes, by

tortfeasors identified or to be identified, that were destroyed, sold or taken from the Johnson family members in these above referenced Cases.

c. Order the appointment of a Special Prosecutor to present these documents to a special Grand Jury, duly impaneled to hear this evidence.

d. Order all persons, including all Government agents d/b/a or acting as United States Attorney to end this religious war and vendetta against the Johnson family; recognized the Johnson family's rights under the Law of Nations and the United States Constitution of 1789 A.D.; allow for the re-organization and recognition of their religious conscience and their historic principality, which has the right of being considered a distinct party under §§ 51 and 56 of the Law of Nations by Emir de Vittel with all the historic rights previously cited.

e. Provide for any damaged party who suffered from this vendetta to sue under the Uniform Commercial Code, the Federal Tort Claim Act, the Religious Freedom Reformation Act, Bivins or any other Law in any other jurisdiction where it may find relief and Justice.

I, Warren Douglas Johnson, Jr., declare that the above stated and attached hereto is true, correct, complete, and not misleading under penalty of perjury under the Laws of The United States of America, the Laws of Florida, and under my full commercial liability. Dated this 19th day of August, 2002.

c/o 53225-004 / A-3 Citrus
Federal Correctional
Complex, Coleman - Low
P.O. Box 1031
Coleman, Florida 33521



Warren Douglas Johnson, Jr.

APPENDIX 1 - VERIFIED AND NOTARIZED AFFIDAVIT

**Criminal Complaint
Against Kenneth L. Ryskamp**

**CRIMINAL COMPLAINT
AGAINST KENNETH L. RYSKAMP**

Filed by:

Warren D. Johnson, Jr.
53225-004 / A-3 Citrus
Federal Correctional
Complex, Coleman - Low
P.O. Box 1031
Coleman, Florida 33521

Complaint against:

Judge Kenneth L. Ryskamp
United States District Court
Southern District of Florida
West Palm Beach Division
701 Clematis Street
West Palm Beach, Florida 33401

DESCRIPTION OF COMPLAINT:

1. Judge Ryskamp was put on notice of a vendetta and threats which started in 1989 when Warren D. Johnson, Jr. (Johnson, Jr.) sued an F.B.I. Agent's sister on an option land contract regarding the property known as Bay Pointe Estates and became part of the Criminal conspiracy. (See Exhibit N - pages N-21 to N-28).

2. Under Title 18 U.S.C. §§ 2,3 and 4, the Judge was required by Law to ask specifically about these threats at the Faretta Hearing that the Judge held on May 14, 1989, yet he did nothing to investigate or to look into Johnson, Jr.'s charges, except to mislead him into thinking that he could have Ted Klein as stand-by counsel and Robert Furr as special Bankruptcy counsel, who was already under retainer by Johnson.

3. Johnson, Jr. was convicted in a kangaroo court, conducting a sham trial, presided over by Judge Ryskamp and put into prison on November 24, 1998; for violating a Law which did not exist. There was no issues of substance in the original case. Johnson, Jr. broke no laws. The case was not even brought in the only Court which had Jurisdiction, and Johnson, Jr.'s special Bankruptcy counsel was threatened by the Government and others and was denied to him.

4. Johnson, Jr. notified Judge Ryskamp in a letter dated January 20, 2001 that he and the Johnson family had been and were being extorted. (See Exhibit V - pages V-50 to V-53).

5. Johnson, Jr. gave Judge Ryskamp a complete History of the vendetta and the conspiracy of the tortfeasors for and on the record at an Emergency Hearing held on January 25, 2001. Johnson, Jr. spoke to the Court for approximately 45 minutes in detail about the Criminal acts and extortion committed by those named elsewhere in this Complaint and supporting documentation. Judge Ryskamp then misled Johnson, Jr. into believing that he would issue an Order for an investigation of these acts by Leslie Taylor of the Office of Professional

CRIMINAL COMPLAINT
AGAINST KENNETH L. RYSKAMP

Responsibility (O.P.R.) in Washington, DC. However, Judge Ryskamp never signed or entered that Order. (See the enclosed Docket on this case, as no such order was issued for an O.P.R. investigation by Judge Ryskamp).

6. Judge Ryskamp then allowed three attorneys to stand before his Court and claim to represent Johnson, Jr., who had argued in several previous hearings to represent himself and did not sign the authorization required by the local Rules of the Southern District of Florida. (See enclosed letter to the Clerk of the Court dated May 17, 2002).

7. Judge Ryskamp has now presided over and participated in the cover-up for the Southern District of Florida in violation of his canons of ethics as follows:

a. The motion entitled Notice of Consolidated Filing to this Court [United States Bankruptcy Court] for I. Verified Declaration in Support of this Complaint and Motion Filed in October 2001, Herein as Exhibit V - Pages V-7 through V-15; II. Verified Petition for Redress of Grievance; III. Verified Petition for Injunctive Relief; and IV. Verified Petition for Prospective Injunctive Relief and the filing of Exhibit X which were both submitted to the Court on May 14, 2002 have not been recorded by the Clerk of the Court.

b. The motion entitled Combined Motion under F.R.E. Rule 201(d); Petition for a Writ of Habeas Corpus; and Filing of a Criminal Complaint under F.R.Cr.P. Rule 3 against F.B.I. Special Agent Michael McBride, attorney Patrick Scott, Rashid "Reg" Bodhanya, et al., and any or all Agents d/b/a or Acting as United States Attorney whose Identities are presently Unknown or to be Identified, as Defendants (Combined Motion) was mailed for filing on April 13, 2002 and acknowledged being received around April 19, 2002 by a Magistrate Judge but was not recorded by the Clerk of the Court into the Criminal case.

c. A filing entitled Notice of Correction of Exhibit V-16 contained in the Filing of Combined Motion... was recorded in the docket by the Clerk of the Court on May 13, 2002. The Judge has kept the Clerk of the Court from filing all of the other motions, exhibits and orders since Exhibit V-16 correction [Dkt. #191 - dated 05/13/02], including not recording the Exhibit Y into this Criminal case. (See the Docket for case no. 98-8039-CR-RYSKAMP).

d. Without filing the Combined Motion into Court, Judge Ryskamp established a Title 18 U.S.C. § 2241 pleading on behalf of Johnson, Jr. which the Magistrate Judge tried to change to and recharacterized as a Title 18 § 2255 "Motion to Vacate," all in violation of 11th Circuit case decided in January 2002, Castro v. United States, 277 F.3d. 1300 (11th cir. 2002).

CRIMINAL COMPLAINT
AGAINST KENNETH L. RYSKAMP

e. Judge Ryskamp took no action to file into Court the Filing of the Criminal Complaint that was mailed to the Clerk of the Court on April 13, 2002.

f. Judge Ryskamp has failed to rule or hold a Hearing on a Motion filed on November 21, 2001 into the Criminal case whereby he was to notify the Attorney Generals of the United States and of Florida of the criminal acts by United States Attorney Carolyn Bell, F.B.I. Special Agent Michael McBride, attorney Patrick Scott, et al. (tortfeasors), as outlined in the Motion. (See Exhibit V - pages V-1 to V-64 and an enclosed letter dated May 17, 2002 to the Clerk of the Court, Karen Eddy). Judge Ryskamp's failure to act pursuant to the well documented complaint in notifying the United States Attorney's office and for convening of a federal grand jury are all requirements under Title 18 U.S.C. §§ 2, 3 and 4. Additionally, Judge Ryskamp has failed to hold any hearing to determine the truth of the matters alleged as these allegations were made under sworn Affidavits, and as copies were serviced to the Prosecuting Attorneys and remain unanswered as of this date, the allegations by Johnson, Jr. stand as the un rebutted truth.

g. Judge Ryskamp on February 16, 2001 allowed Johnson, Jr. and the Johnson family to be extorted out of assets that have a future forward value of \$41 billion, when the Judge knew and should have known that the Restitution in this Criminal case was illegal, as outlined in the attached motions.

h. Judge Ryskamp knew or should have known that Johnson, Jr.'s due process rights were violated under Title 18 U.S.C. §§ 3057 and 3060, Preliminary Examination, as outlined in the attached motions.

i. Judge Ryskamp knew or should have known that the Law for Count 1, Concealment of Asset, that Johnson, Jr. was charged with in the March 24, 1998 Indictment under Title 18 U.S.C. § 152(1) did not exist until 18 months after the supposed concealment of asset occurred; that the alleged "concealment" was a misdemeanor between September 26, 1992 to March 29, 1993 and not a basis for Counts 3 to 7 (money laundering).

j. Judge Ryskamp changed the Jury instructions on Count 2, which he gave to the Jury, and eliminated the essential elements pertaining to fraud of materiality and of "knowingly" in order to get the Jury to convict on Count 2.

k. At the Sentencing Hearing Judge Ryskamp then illegally sentenced Johnson, Jr. to 97 months by combining the money laundering charges (Counts 3 to 7) with Count 2, because he knew and would have known that § 152(1) was not Law

CRIMINAL COMPLAINT
AGAINST KENNETH L. RYSKAMP

under which Johnson, Jr. could be convicted-in Count 1. The proof of the sham is in pages 14 to 74 of the Sentencing transcript that occurred on June 18, 1999, which only dealt with issues regarding Count 1. There was no mention of Count 2 at Sentencing. The purpose of these 60 pages of arguments by the tortfeasors was in order to further extort the Johnson family assets.

l. Judge Ryskamp refused to hear a Motion by Richard Grund, whereby 21 Johnson family members were extorted out of a multi-billion dollar project to reconcile the Christians and the Jews that was known as "the Israel of the Gentiles." This project was based on the Johnson family's religious conscience and is protected and provided for under the Law of Nations. It involved several Turks and Caicos Island corporations which held the collateral for the project and was to re-establish the Principality of Orange that was founded in the 12th century by ancestors of the Johnson family. The project was approved by a development agreement with the British Crown and the support of the Turks & Caicos government.

m. Judge Ryskamp is continuing the cover-up for the tortfeasors and their criminal enterprise which could only exist by his continued efforts in the Southern District of Florida.

n. Judge Ryskamp sent attorney James Eisenberg to relay a threat to Johnson, Jr. on February 21, 2001, that "if Johnson, Jr. did not sign a letter to remove the U.C.C. 1-207 without prejudice legend from above his name on the extortion agreement of 16th of February 2001, which Johnson, Jr. had placed over his forced signature on the agreement, then several of the Johnson family members would be indicted." It turned out that Judge Ryskamp had previously had common law liens placed against him in case no. 92-8051-CIV-RYSKAMP by Nelson E. Starr (see Exhibit U - page U-10) and the Judge may have been afraid of the same.

o. Judge Ryskamp had a duty to uphold the Law and the legal system. These matters involve a vendetta and a religious war by the tortfeasors whereby Michael McBride sent a message to Johnson, Jr. in 1995 that McBride would show Johnson, Jr. that he was the "anti-Christ." The House of Orange fought a 80 year religious war starting in 1568 by Johnson, Jr.'s ancestor, William the Silent, King of the Netherlands. Other Johnson family ancestors arrived on the Mayflower in 1620, signed the first constitution for self government in America and created a "Zion in the Wilderness." The Johnson family religious conscience created a multi-billion dollar project that is International by its nature and certainly would involve international trade, thereby these matters would be of extreme importance to your Court and for the interest of justice.

CRIMINAL COMPLAINT
AGAINST KENNETH L. RYSKAMP

8. Glen A. Fine, Inspector General, has been sent a Complaint against the tortfeasors to cover the areas of his Jurisdiction.

9. Judge Ryskamp has violated the following cannons of ethics and appears to have become the Godfather of these tortfeasors and their criminal enterprise:

- a. Integrity and Independence of the Judiciary.
- b. Improprieties in the Judge's activities.
- c. Partialities in the duties of Judicial office.
- d. Engaging in activities against the Law, the legal system, and administration of Justice.
- e. Improprieties in Fiduciary activities.

I, Warren Douglas Johnson, Jr., declare that the above stated is true, correct, complete, and not misleading under penalty of perjury under the Laws of The United States of America, the Laws of Florida, and under my full commercial liability.

Dated this 20th day of June, 2002.

Witnesses:

David Karleton Whitfield
David Karleton Whitfield

John Philip Ellis, Sr.
John Philip Ellis, Sr.

STATE OF FLORIDA

COUNTY OF SUMTER

Warren Douglas Johnson, Jr.
Warren Douglas Johnson, Jr.
53225-004 / A-3 Citrus
Federal Correctional
Complex, Coleman - Low
P.O. Box 1031
Coleman, Florida 33521

The foregoing Criminal Complaint was acknowledged before me this 16 day of August 2002, by Warren Douglas Johnson, Jr., who is personally known to me or who produced identification and who took the above stated oath.

Notary Public
Notary Public

My Commission Expires:





United States Court
of International Trade

OFFICE OF THE CLERK

One Federal Plaza
New York NY 10278-0001

August 6, 2002

Mr. Warren Douglas Johnson, Jr.
Ref. #53225-004 / A-3 Citrus
Federal Correctional Complex, Coleman - Low
PO Box 1031
Coleman, Florida 33521

Re: Letter/Complaint

Dear Mr. Johnson:

Chief Judge Gregory w. Carman received your letter dated July 9, 2002 and complaint dated June 20, 2002 along with the enclosures and large notebook. It appears that you wish to file a complaint against United States District Judge Kenneth Ryskamp, however, as I advised you in my letter dated June 25, 2002, this Court does not have jurisdiction over the case you describe. Typically, the United States Court of International Trade adjudicates civil actions brought against the United States which involve international trade.

Our Court maintains a web site which you may access at: www.uscit.gov. The page entitled, "About the Court" should answer any questions you may have about the jurisdiction of our Court. Our Rules and Forms also are posted on the Court web site. We are unable to give you legal advice, and unable to recommend any attorneys to prospective litigants.

Our Chief Judge has reviewed your letter, complaint and all material enclosed, and again has determined that the United States Court of International Trade does not have jurisdiction over this action. Thus, in accordance with USCIT Rule 5(e), the Chief Judge has instructed the Office of the Clerk not to accept your complaint for filing, but to return these materials to you. On July 25, 2002 I attempted to mail to your attention this letter and your notebook of materials. However, the prison would not accept delivery of the box which contained your notebook. It contains photocopies. We will destroy those documents unless you contact me on or before **August 20, 2002** and provide a method by which the notebook can be returned to you.

Thank you for your interest in our Court.

Sincerely,

A handwritten signature in cursive script, reading "Sarah Allison Thornton".

Sarah Allison Thornton
Chief Deputy Clerk

enclosures

August 14, 2002

Justice Ruth Bader Ginsburg
Supreme Court of the United States
One First Street, N.E.
Washington, D.C. 20543
202-479-3000

Dear Justice Ginsburg;

My name is Warren Douglas Johnson, Jr. I also represent the Johnson family with signed Power of Attorneys from all members mentioned in the Complaint referred to in the enclosed Summary.

I have brought this Complaint to the Supreme Court of the United States as a last resort. I have exhausted all other courts and the only inferior court which should have taken jurisdiction has refused. (See letter from the United States Court of International Trade (USCIT) dated August 6, 2002 of which a copy is attached hereto as Appendix 1. (Page 6)

This is unfortunate as the USCIT is the only other Article III Court capable of exercising the judicial Power of the United States. Having the USCIT take jurisdiction would have been preferable as a trial by Jury is needed to fully expose the tortfeasors for what they are: Judges, United States Attorneys, Assistant United States Attorneys, and FBI Agents who are all Criminals.

The previously recorded documents form the Complaint(s), which will be forwarded to you from the USCIT, with irrefutable evidence of the hate crimes and religious war waged against the Johnson family and me in particular.

My family and I have standing to bring this action to the United States Supreme Court as Citizens of New York and American citizens who founded New York.

I am privately Petitioning the United States Government for Redress of Grievance under Article I of the Constitution of the United States of America. I request that you review the enclosed documents and either Order the Attorney General to immediately bring this information to a special Grand Jury, or in the alternative, order myself and/or my brothers and sisters to become private prosecutor(s) for this case and present this evidence to a specially impaneled Grand Jury in the Western District of New York, 68 Court Street, Buffalo, New York.

I am confident that given the facts and plethora of evidence I have to offer, the Grand Jury will return a true bill and the prosecution of these people can commence.

I am sure that after pursuing just the Summary attached hereto you will be appalled at the injustice done to the Johnson family

Justice Ruth Bader Ginsburg
Supreme Court of the United States
Page 2 of 2

and to me in particular.

Please feel free to contact me for a full oral presentation; should you have a need for further information or you can contact Jeffrey A. Johnson at 716-765-2621 and Patricia Wellspeak at 315-699-9413. (For more information concerning my brothers and sisters and family see Exhibit Z - pages Z-1 to Z-65). (Separate cover)

Thank you sincerely for Justice for my family and for myself.

Sincerely yours,



Warren Douglas Johnson, Jr.
#53225-004 / Unit A-3
Federal Correction Complex,
Coleman - Low
P.O. Box 1031
Coleman, Florida 33521

7001 2510 0002 3765 6036

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
Johnson 53225-004 A-3	
Postage	\$ 1.08
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.70
Restricted Delivery Fee (Endorsement Required)	5.34
Total Postage & Fees	\$ 5.34
Sent To Justice Ruth Bader Ginsburg Street Apt No Supreme Court - Private Side or PO Box No One First Street, N.E. City State Zip+4 Washington, D.C. 20543	

1.2 FCC COLEMAN
FACILITY
MAILROOM
AUG 17 10 22
RECEIVED
8-26-02

PS Form 3800, January 2001 See Reverse for Instructions

August 24, 2002

Justice Ruth Bader Ginsburg
Supreme Court of the United States
One First Street, N.E.
Washington, D.C. 20543

RE: Criminal Complaint against Judge Kenneth L. Ryskamp
in Case No. 98-8039-CR-RYSKAMP in the United States
District Court for the Southern District of Florida
filed in your Court on August 14, 2002

Dear Justice Ginsburg:

In Appendix I - page 6 attached to the aforesaid Criminal Complaint is the August 6, 2002 letter stating that the prison would not accept delivery of my Legal Mail from the United States Court of International Trade, which is a violation of prisoner's rights to receive legal mail under the current rules.

Now please find attached herein the August 20, 2002 letter sent by the United States Court of International Trade (USCIT) for the destruction of my personal legal papers, documents, affidavits in violation of Amendment IV of the United States Constitution of 1789; and a criminal act regarding the destruction of documents relating to a criminal investigation under a new law signed by the President within the last 30 days and also represents Obstruction of Justice.

I have paid for these records in blood. U.S. Federal Marshal Robert Kelly made me carry two nylon mesh laundry bags full of my legal documents for over a 1/4 mile in my move from Miami to West Palm Beach in January 2001. These two bags weight over 60 pounds each (approximately), and I was forced to carry them in front of my waist while shackled with leg chains. All the time Marshal Robert Kelly kept yelling at me, "If you can't carry them, you don't need them and I will throw them away!!"

These documents represent the life and claims of myself and my family. These actions crippled my back, destroyed my knees, as well as damaged my feet and hips, which not only caused physical and emotional damage, but was worse than the broomstick shoved up the black man's rectum by the New York City cops. A report was filed with the medical staff at the West Palm Beach jail, who could only issue me a permit for special shoes.

I have sent Federal Judge Kenneth L. Ryskamp the attached memorandum, whereby I was denied access to the law library, stamps, copy machines and a typewriter. He did nothing but cover-up the criminal and unlawful acts against myself and my family.

At Coleman - Low I am now only allowed to buy five (5) copy cards a weeks to be used in the copy machine, and the copy machine available usually produces unusable copies. It will take me over a month in order to make copies of the records the USCIT destroyed.

Justice Ruth Bader Ginsburg
August 24, 2002

My 81 year old father made the copies sent to the U.S. Senators Patrick Leahy, Charles Schumer, Orin Hatch and Charles Grassley on June 25, 2002. (See the attached letter and address of Jeff Johnson, 12118 East Yates Road, Lyndonville, New York 14098; phone 716-765-2621).

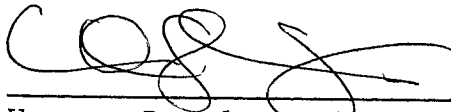
In order to get you this documentation, please notify Jeff Johnson as to whether you can:

- a. Order the Southern District of Florida to delivery copies of these destroyed records and the corresponding exhibits AA to Y;
- b. Have Charles Schumer or one of the other Senators send you over their copies, or;
- c. If I or my father should start the process of copying these records and sending them onto you as we are able to re-produce them.

I will work with you in any way to provide you with the records that the United States Court of International Trade said were destroyed and were used to support the Criminal Complaint against Judge Kenneth L. Ryskamp.

Thank you for your consideration in this matter.

Sincerely,



Warren Douglas Johnson, Jr.
53225-004 / A-3 Citrus
Federal Correctional Complex - Low
P.O. Box 1031
Coleman, Florida 33521

7001 2510 0004 8781 8956

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
JOHNSON Postage \$ 1.06	
A-3 Certified Fee	2 30
53225-004 Return Receipt Fee (Endorsement Required)	1.73
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.11

FCC COLLECTION FACILITY MAILROOM

AUG 24 A 7:24

Postmark Here

RECEIVED 9-3-02

Sent To Justice Ruth Bader Ginsburg
Street Apt No U.S. Supreme Court
or PO Box No One First Street, N.E.
City State ZIP+4 Washington, D.C. 20543

PS Form 3800, January 2001 See Reverse for Instructions

July 9, 2002

Chief Judge of the United States Court
of International Trade
One Federal Plaza
New York, New York 10278-0001

RE: COMPLAINT AGAINST UNITED STATES DISTRICT JUDGE
KENNETH L. RYSKAMP BY WARREN D. JOHNSON, JR.
IN REFERENCE TO CRIMINAL CASE NO. 98-8039-CR-RYSKAMP.

Dear Honorable Chief Judge;

The undersigned, Warren D. Johnson, Jr., a party aggrieved by the Clerk's refusal to accept the Complaint for filing on or about June 24, 2002, do hereby move under Rule 82(d) to compel acceptance of these materials as provided by this rule and by Rule 5(e) for the following stated reasons:

1. Federal Judge Kenneth L. Ryskamp has "acted in bad faith" in the above referenced case, with said examples of bad faith Conduct enumerated in the June 20, 2002 Complaint, as well as all of the attached Exhibits; which constitute the majority of the supporting evidence against Federal Judge Kenneth L. Ryskamp and other tortfeasors.

2. Under Title 28 U.S.C.A. §§ 251 and 1585 Congress gave the United States Court of International Trade jurisdiction in this matter. The Aggrieved Party invokes the jurisdiction of the United States Court of International Trade under these codes and Statutes thereof and relies on the U.S.C.I.T.'s Rule 1 wherein it stated that "The rules shall not be construed to extend or limit the jurisdiction of the Court." This means that this Court has "all the powers in law and equity of, or as conferred by statute upon, a district court of the United States."

Clearly this confers upon this Court the Article III judicial Power under the Constitution for the United States of America of 1789 A.D. and the necessary authority to hear and adjudicate the Complaint brought forth to the Court.

3. In this case of the Aggrieved Party there has been a substantial threat and a pattern of widespread and continuous judicial and unlawful misconduct. This misconduct, upon a presentment to a Grand Jury, will bring forth a criminal Indictment against all the tortfeasors. The Government's misconduct in this case is so grossly shocking and outrageous as to violate the universal sense of Justice, when it turns upon the totality of the circumstances, and review is de novo.

Under the due process standard, there is simply no other way to characterize the Government's misconduct in this case other than labeling it "shocking and outrageous."

Chief Judge of the United States Court
of International Trade

Page 2 of 2

If this case does not fit the definition as to what Government misconduct is so "shocking and outrageous as to violate the universal sense of Justice," then these terms are reduced to mere Judicial locutions.

4. Pursuant to this Court's supervisory powers as a means of maintaining Judicial integrity, policing the ethical misconduct of Federal Judges, and deterring further misconduct by them in the future, I ask that this Court take all Remedial Action within its power conferred under Article III judicial Powers to the United States Court of International Trade that were bestowed by Congress under the Constitution and provided for under Title 28 U.S.C.A. §§ 251 and 1585.

If you will not exercise your Authority as clearly outlined above, and your duty knowing this information, I would simply ask the following Question: If not this Citizen, then who? If not now, then when?

Thank you for your time in this matter.

Yours truly,



Warren Douglas Johnson, Jr.
Reg. No. 53225-004 / A-3 Citrus
Federal Correctional Complex,
Coleman - Low
P.O. Box 1031
Coleman, Florida 33521

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

UNITED STATES OF AMERICA,

Plaintiff,

CASE NO. 98-8039-CR-RYSKAMP

v.

WARREN D. JOHNSON, JR.,

Defendant, Petitioner.

PETITIONER'S MOTION TO COMPEL THE
CONGRESS OF THE UNITED STATES OF AMERICA
TO PUNISH THE OFFENCES AGAINST THE LAW OF NATIONS

COMES NOW, Warren D. Johnson, Jr., In Propria Persona and In Sui Juris and hereby moves the honorable Court to compel the United States of America to punish offences against the Law of Nations and states the following:

1. The Royal history of the Johnson family is set forth in Exhibits W and Z and which are filed in this case. The religious conscience of the Johnson family is well established in history, with brief exerpts or summaries contained in the aforesaid Exhibits W and Z; and was recorded in the historical records of the Turks and Caicos Islands (hereinafter TCI) in a Letter of Intent, a Development Agreement for the Grand Turk Harbour Project and the religious service that was sponsored and held by the TCI churches on or about September 24, 1997, whereby a recreation of the Ark of the Covenant, Royal priests with ephods and religious garments, did march the project and made nine televised proclamations.

2. The Port O' Sel, Grand Turk Harbour, TCI became a

1561

P O R T O S E L

Principality of Orange Reorganized To Operate Subject to Emir de Vittel's Law of Nations and under the Laws of God; and the Johnson family under the Law of Nations, Section 56, had the right to become a distinct party, due to threats by Federal Agents to destroy the liberties and religion of this Royal family.

3. The Johnson family had the right under the Law of Nations, Chapter XII, Piety and Religions, to pick up their assets and go to where their religious conscience would not be violated, which they did by transferring Ice Ban America, Inc. common stock to nine foreign corporations as collateral for Port O' Sel, Grand Turk Harbour, TCI (hereinafter Port O' Sel).

4. The Johnson family lawfully resisted the tortfeasors (d/b/a United States Attorney, which have been extensively defined and identified in an April 13, 2002 filing of a Rule 3 Criminal Complaint and a 23-page May 8, 2002 Proposed Presentment or Indictment, which is part of a I. Verified Declaration, et al. filed in this case), and henceforth the Johnson family regarded these tortfeasors as usurpers seeking to oppress them, Port O' Sel and their religious conscience.

5. Under the rule of Postliminium, Law of Nations, Section 204, Port O' Sel and the Royal Johnson family must be restored to their former status; return the property to its owners; and by putting things as they were before the enemy became master of them. (See Exhibit Z, Pages Z-1 to Z-18 & Z-58 to Z-64).

6. The evidence of the religious war against the Johnson family members is also set forth on pages 6 to 8 attached hereto and made a part hereof. All Motions filed by Petitioner from

November 16, 2001 through this Motion all support the violations of the Law of Nations, Article 1, Section 8 of the United States Constitution of 1789 A.D.; violations of civil rights, religious rights and Constitutional rights of the Royal Johnson family; and violations of the Federal Rules of Criminal Procedure and the Local Rules of the United States District Court, Southern District of Florida.

WHEREFORE, Petitioner prays the honorable Court to grant the following relief requested in this case:

a. Issue an Order forthwith for the Congress of the United States to define and punish these offences against the Law of Nations.

b. Recind Magistrate Judge Charlene H. Sorrentino's Order of August 23, 2002 for Extension of Time requested by Carolyn Bell "to respond to petitioner's writ for habeas corpus.", and declare all further pleadings by the Government time barred because the Government's request for an Extension of Time was frivolous, made in bad faith with unclean hands and solely for the purpose of delay. The Government sent Petitioner her Motion to Extend the Time on August 20, 2002, in order to get an extension before Petitioner had a chance to respond.

c. Order Patrick Scott, attorney and escrow agent for a 16th of February 2001 Agreement, charged with breach of his fiduciary duty, malpractice and breach of contract for his failure to comply with 1. Consideration, 1.05 of said agreement, which provides "In any event, if all approvals and a preliminary acceptance order in the criminal case are not entered by all Courts prior to March 7, 2001, all documents and funds shall

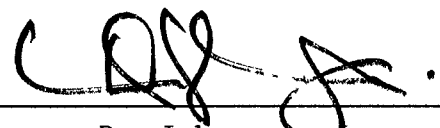
be released to the parties who provided them, ..."

All approval in the cases previously cited in the 16th of February 2001 Agreement were not entered by all the Courts prior to March 7, 2001 as required under contract law or under the Uniform Commercial Code.(U.C.C.).

Since Patrick Scott extorted members of the Royal Johnson family with threats such as on Exhibit Y, Pages Y-1 & Y-2 (Pgs. 9 - 11 attached); and joined a criminal enterprise headed by a division of Merrill Lynch (hereinafter Bondholders) so that Patrick Scott, Soneet Kapila and the Bondholders could be the primary beneficiaries of the 16th of February 2001 Agreement. I pray the Court to recind the 16th of February Agreement and declare it void ab initio. (See attached April 16, 2001 letter to Eliot Spitzer, Attorney General for the State of New York, re criminal activities of Merrill Lynch, et al. on pages 12 to 14).

d. And Petitioner requests any and all relief that is just and proper that is requested in previously filed Motions and Petitions.

RESPECTFULLY submitted this 29th day of August, 2002.



Warren D. Johnson, Jr.
53225-004 / A-3 Citrus
Federal Correctional
Complex, Coleman - Low
P.O. Box 1031
Coleman, Florida 33521

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and complete copy of the foregoing Motion was been sent by U.S. first class mail to the following:

Carolyn Bell, Assistant United States Attorney
500 Australian Avenue, Suite 400
West Palm Beach, Florida 33401

Justice Rith Bader Ginsburg
United States Supreme Court
One First Street, N.E.
Washington, D.C. 20543

Patrick Leahy, Chairman
United States Senate Judiciary Committee
433 Russell Senate Office Building
Washington, D.C. 20510

FCC-Coleman-Low Legal Mail
on August 29, 2002

BY: 

Warren D. Johnson, Jr.

**EVIDENCE OF THE RELIGIOUS WAR
AGAINST THE JOHNSON FAMILY MEMBERS**

1. The Government admitted the maximum sought in the Criminal case was \$250,000.

2. Johnson's Judgment against Merrill Lynch, et al. was greater than \$250,000 and covered the maximum sought if Johnson was truly guilty of a crime.

3. F.B.I. Agent McBride's message that he would prove to Johnson that he (McBride) was the **ANTI-CHRIST**.

4. McBride attacked the Penwood Farms Church project to create a church, build an organic farm to give jobs to, and feed the poor.

5. McBride attacked the Living Waters Church in order to prevent Scott Scheer, a Lutheran ordained Minister from selling Ice Ban America, Inc. stock to pay off the Church mortgage and save the Church from a foreclosure and sale.

6. Scott Scheer is from a family of five Lutheran ministers.

7. Carolyn Bell attempted to throw Scott Scheer out of the Courtroom because he wore a cleric collar.

8. McBride told Bell "here comes the dog and pony show with their Bibles" at trial.

9. Patrick Scott, attorney for Trustee Kapila, did not want the Grand Turk Harbour Project and had no intention of building a religious project, but Carolyn Bell insisted it be taken.

10. Patrick Scott did not want the Johnson family home, that Dianne Johnson was using as a Church, with weekly Church services, but Carolyn Bell demanded it be taken.

11. Carolyn Bell's questions to Government witness Rashid "Reg" Bodhanya, a Muslim, about (1) did he pray with you? and (2) "The Israel of the Gentiles" project reference were probably an attempt to mock God, but in asking these questions, she admitted her extensive knowledge of the Johnson religious conscience.

12. The attack on Warren D. Johnson, Jr. and threats against his family, as well as destroying the lives of baby Daniel and Ashleigh Taylor Brown, make this a hate crime; the destruction of numerous churches, church projects, collateral for church projects, homes and church projects of Burton Wickham and Richard Grund made this a religious war.

13. The over 50 letters from citizens, Churches and Church leaders showed the Judge the deeds of Warren D. Johnson, Jr., that Judge Ryskamp stated he did not doubt that Johnson did all those good deeds. These letter show the history of Johnson's religious conscience.

14. The Government failed to take action against the Criminal acts of approximately \$5 million in stolen money and stock by Rashid "Reg" Bodhanya for AmSouth Bank and Star insurance, yet charged Johnson on a law that did not exist, on a lawful payment Dr. Harber made to Linkous Corporation. Harber and Linkous told McBride and Bell on September 14, 1998 that Harber had not paid the principal of \$250,000 on a riverfront lot sale. The Government obstructed Justice, put on a sham trial, destroyed F.B.I. 302 field reports and convicted an innocent man, in order to destroy the collateral for Churches and Church projects.

15. The Government has no business in a religious war, whereby it uses cruel, in-humane and degrading treatment, as well as torture of children. They operated under the color of law and displayed a gross abuse of Government power. This is no different than Mississippi in 1964, when the KKK hid behind robes, to hide the badges and positions of white supremacists, who were the police and keepers of the rule of law.

16. This religious war started in 1988 as a vendetta, but the end result has been: (a) the attempted destruction of a historic family who previously fought a 30 year religious war in Europe; (b) the destruction of numerous Churches and Church projects; (c) the destruction of collateral for these projects; and (d) the attempted destruction of the Johnson family's religious conscience and historic principality.

17. Carolyn Bell told attorney Richard Lubin, "that they seized Adam Brown's house and land so that they could not afford to hire attorneys to help them or his father-in-law."

18. Carolyn Bell told attorney David Roth, "that she went up seven levels to get permission to break Johnson's attorney-client privilege."

19. One, upon a review of this case de novo, must ask "what is the Government's interest in waging this religious war?"

20. The "religious conscience" and history of the Johnson family is firmly established in all historical records and documents from the 12th century through this current time, with no recorded reason to re-write history (or) destroy a family who founded both New York and Massachusetts, or their current Churches and projects, which are cast in the exact mold of their predecessors.

Based on the evidence, one must ask:

21. Are these calculated acts designed to change the rule of law in this country and thumb their nose at International law, as well as the rights of a historic family under the Law of Nations?

22. Can our Justice Department, Congress and President continue to support the criminal enterprise of McBride, Bell, Scott, Ryskamp and the other tortfeasors, who wish to win this religious war?

1567

23. Since the Johnson family has, since the 12th century, established religious safe havens, fought religious wars and built Churches to the glory of God, then is this not a war against God?

----- Forwarded message -----

From: "David Feingold" <feingoldkam@hotmail.com>
 To: jeffreyjon@juno.com, firefall@bigfoot.com
 Date: Wed, 14 Feb 2001 20:05.08
 Subject: Fwd: Johnson
 Message-ID: <F229eqoMIOGCvqQ7SzE000055cc@hotmail.com>

Dear Jeff and Richard,

Please circulate to the appropriate parties and advise me of your comments

>From: PScott1615@aol.com
 >To: <lloyd@bdsllaw.com>, <jmccann@akerman.com>, <lou_isakoff@usa.net>,
 > <BigJimLaw@aol.com>, <feingoldkam@hotmail.com>,
 ><carolyn.bell@usdoj.gov>, <BCLCCRITTON@aol.com>, <MLUTTIER@aol.com>
 >Subject: Johnson
 >Date: Wed, 14 Feb 2001 11:04.00 EST
 >
 >
 >I have heard indirectly that Warren Johnson has found a lawyer who he is
 >confident can get his conviction overturned. If he does not sign the
 >settlement agreement and related documents by the commencement of the
 >hearing on Friday, I think there will be no turning back. We will
 >pursue
 >every asset, including Adam Brown and Kelly Brown's home, the Globenet
 >stock, and judgments against every family member who ever made a dollar
 >from selling Ice Ban America stock or IBAC stock. We will seek
 >nondischargeable judgments against several of them for conspiracy to
 >defraud.
 >
 >I am e-mailing to each of you a complete set of the current drafts of
 >all
 >documents, so that there will be no confusion over what the documents
 >are.
 >Note that the proposed bankruptcy court order approving the settlement,
 >and
 >a list of exhibits to the settlement agreement, are included among the
 >attached files by e-mail
 >
 >The only changes from the previous set that was e-mailed are:
 >
 >1) The signature date of all documents have been changed from "January
 >____" to "February ____";
 >
 >2) The references to February 2 and February 9 in the settlement
 >agreement
 >have been changed to March 16, and the reference to March 1 closing
 >deadline has been changed to March 7;
 >

1569

>3) We have included a new document to fill an omission in the assignments:

> Adam's interest (and what we allege to be Warren's secret interest) in

>Bay Pointe Estates was to be assigned to the trustee per 1.12 of the settlement agreement, so we now have a separate assignment document for that;

>4) The proposed order has some stylistic changes as well as some new language in 2 and 3, all at the suggestion of Jim McCann or Lou Isakoff.

>I am including two versions of the settlement agreement which differ only

>in 1.10, 1.11, and 1.14 (having to do with whether the \$50,000 is put up

>now and later refunded). Either version is acceptable to the trustee, and

>the Johnson family must choose one. I remind you that the trustee is not

>amenable to waiving the \$50,000 escrow and paying \$50,000 to the Johnsons

>or their attorneys.

>I will have clean copies of all documents at the hearing. But once the restitution hearing begins, there is no way to settle the case.

>

>

>

>

>

>

>010214pMemAllParties

Get your FREE download of MSN Explorer at <http://explorer.msn.com>

**U.S. Postal Service
CERTIFIED MAIL RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

7001 0360 0001 5143 6854

OFFICIAL USE

Postage	\$ 80
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	—
Total Postage & Fees	\$ 4.40

Postmark
Here

98-8039-CR-44

Sent To CLERK OF THE COURT
U.S. DISTRICT COURT
**Street, Apt. No.;
or PO Box No.** 501 DISTRICT OF FLORIDA
701 CLEMATIS STREET
City, State, ZIP+4 WEST PALM BEACH, FL 33401

PS Form 3800, January 2001

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired
- Print your name and address on the reverse so that we can return the card to you
- Attach this card to the back of the mailpiece, or on the front if space permits

1 Article Addressed to

Clerk of the Court
U.S. District Court
So. District of Florida
701 Clematis Street
West Palm Beach, FL
33401

2 Article Number
(Transfer from service label)

7001 0360 0001 5143 6854

PS Form 3811, August 2001

Domestic Return Receipt

102595 01 M 25C

COMPLETE THIS SECTION ON DELIVERY

A Signature

X *Z. Coyle*

☐ Agent

☐ Addressee

B Received by (Printed Name)

COYLE

C Date of Delivery

5/28

D Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below ☐ No

3 Service Type

☒ Certified Mail ☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C O D

4 Restricted Delivery? (Extra Fee)

☐ Yes

1571

April 16, 2002

Eliot Spitzer
Attorney General for the State of New York
120 Broadway
New York, New York 10271

RE: Criminal Activities of Merrill Lynch, et al.

Dear Attorney General Spitzer;

My family of 21 members have been the victims of criminal activities of Merrill Lynch and their Attorneys in a real estate partnership called the Preserve at Palm-Aire, Ltd.; the facts of which should supplement your current investigation into their corrupt practices.

According to C.P.A. Henry Blankeston, this project would have yielded \$424 million positive cash flow over its life, but Stephen Rofsky, advisor to the Merrill Lynch's Apex Fund sought to illegally take over the project and conspired to violate State and Federal Laws as follows:

1. Rofsky brought to our partnership outside management in July 1991, who he later admitted in Depositions on the Hallmark Homes Case he knew were thieves and crooks up to seven months earlier;

2. These thieves and crooks as outside management stole \$1.4 million of the operating funds, funded by my real estate sales, to break a very successful project in order to take it over;

3. Rofsky, Merrill Lynch and its lawyers then gave our partnership a worthless agreement January 29, 1993 in order to allow them to bid in the project and their \$28 million in tax-free Bonds for \$1,000 on February 2, 1993;

4. The lawyers for the Bondholders, which included Merrill Lynch and Prudential Bache, made a legal blunder in the bid and later covered it up by whitening out the true Buyer (NationsBank as Trustee) and recording an altered and forged Deed to Sun Bank, as successor Trustee, in the public records of Broward County, Florida;

5. Merrill Lynch, et al. received a Judgment against me on Guarantees that I never signed for over \$3.7 million, by committing criminal fraud and lying to a Judge. They knew that they switched the signature pages to agreements I never agreed to or signed. They also knew that I never signed a Second Amended Guarantee on or about July 31, 1991 and I can prove it;

1572

Eliot Spitzer
April 16, 2002

6. I was forced into Bankruptcy by their criminal acts on October 2, 1992;

7. I sued Stephen Rofsky, Merrill Lynch, et al. in 1995 and they bribed a U.S. Trustee to kill the lawsuit and to stop me from paying my legitimate creditors;

8. They then came back to the same U.S. Trustee to re-affirm their fraudulent claim, three years after I was discharged by a U.S. Bankruptcy Judge in Chapter 7, and the U.S. Trustee never informed me of the re-affirmation of their claim;

9. Merrill Lynch, Stephen Rofsky and their lawyers, et al. then used the Department of Justice and the F.B.I. for their own private police force in order to charge me with a criminal act that they fabricated, in order to put me in prison, which they accomplished November 24, 1998;

10. Our family was a founding family of America, arriving on the Mayflower in 1620; drafting the first Constitution (the Mayflower Compact was signed by two of my family ancestors); and initiating a national holiday (Thanksgiving). We are also a founding family of Rhode Island and New York State;

11. Senator Charles Schumer has begun an investigation of these charges set forth in the enclosed Rule 3 - Criminal Complaint, since our family members are primarily living in Orleans County, New York State and Sovereign Citizens of the State of New York;

12. After Merrill Lynch and their lawyers destroyed the collateral guaranteeing the \$28 million in tax-free Bonds, they reported the Bonds in their Annual Reports to shareholders and the S.E.C. as AA rated by Standard and Poors and their auditors. This is fraud, since they knew that they destroyed the Bond's collateral as well as the tax-free status.

My family and I welcome your investigation into these illegal matters and expect our system of Laws to produce Justice. We have available 572 pages of evidence in 23 Exhibits to support our claims and charges. These exhibits are filed in Federal Court as well as with Senator Charles Schumer's office, who will soon start hearings to expose the criminal activities of Merrill Lynch, Stephen Rofsky, the F.B.I., et al. Their acts are brazen. They think they are above the law, and these firms duped our family and unsuspecting investors out of a fortune. They then targeted our control of two public companies that would have saved America \$50 billion and 1,000 lives annually. These numbers will blow up on them into a scandal of Enron and Arthur Anderson proportions.

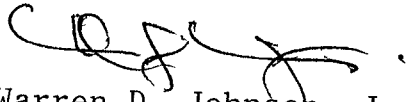
1573

Eliot Spitzer
April 16, 2002

Please find enclosed copies of letters of 02/13/2002 to United States Attorney, Paul McNulty, who put these individuals under investigation in 1997 and Senator Charles Schumer's letter of 04/11/2002.

If you wish a complete set of the 23 Exhibits - A to W, please call Jeff or Lynn Johnson, 12118 East Yates Road, Lyndonville, New York 14098 at 716-765-2621.

Yours Truly,



Warren D. Johnson, Jr.
53225-004 / (A-3)
FCC, Coleman - Low
P.O. Box 1031
Coleman, Florida 33521



U.S. Department of Justice

Office of the Inspector General

Washington, D.C. 20530

October 2, 2002

Jeffrey A. Johnson
12118 E Yates Center Road
Lyndonville, NY 14098

Dear Mr. Johnson:

The purpose of this letter is to acknowledge receipt of your correspondence dated August 2, 2002. Your correspondence will be reviewed by the staff of the Investigations Division, Office of the Inspector General. If additional information is required for this review, you will be notified.

Sincerely,

Office of the Inspector General
Special Operations Division

Complaint filed with Inspector General, Glen A. Fine, United States Department of Justice regarding I. Misconduct and Extortion; II. Civil Rights Violations; III. Waste, Fraud and Abuse all in case number 98-8039-CR-RYSKAMP and case number 92-3339-BKC-SHF, for the Southern District of Florida, West Palm Beach Division.

SUMMARY

I. Misconduct

As a result of a vendetta that is now fourteen-years old and started when Warren D. Johnson, Jr. sued an F.B.I. Agent's sister on a land Contract for Bay Pointe Estates, Warren D. Johnson, Jr. was Indicted under a Law that did not exist at the time of the alleged offenses. The Government well knew there were no issues of substance and the Defendant has attempted to expose the Criminal acts of Patrick Scott, attorney for Chapter 7 Trustee Soneet Kapila; Carolyn Bell, Assistant United States Attorney; Michael McBride, F.B.I. Special Agent; et al. (herein tortfeasors) in this sham trial and conviction. There has now been a cover-up at the Office of Professional Responsibility as well as through the Clerk of the District Court in both cases. The Clerk for the Southern District of Florida has held or misfiled motions and pleadings of Warren D. Johnson, Jr. on or about April 19, 2002; May 8, 2002; May 14, 2002; and May 22, 2002 so far as shown by Docket Entries printed off the internet through the U.S. District Court Webpacer Docket Report as of May 29, 2002.

The extortion of Assets under a 16th of February, 2001 agreement is well documented in the exhibits that being a 23-page Notice of Consolidated Filing; Exhibits AA (1 of 2) and AA (2 of 2); and Exhibits A through Y (herein Motions and Exhibits).

II. Civil Rights Violations

Warren D. Johnson, Jr. was denied due process as guaranteed by the United States Constitution under the 6th Amendment and the Federal Rules of Criminal Procedures and Title 18 U.S.C. § 3057 and Title U.S.C. § 3060.

Despite the Jury's verdict at trial the evidence clearly shows

that Warren D. Johnson, Jr. is an innocent man, illegally held in prison, who never had a chance to face his accusers (the F.B.I. Agent's sister, Corrine B. Calvasina, and Ray Loesche). The Criminal trial was a sham since not one person involved in transactions that were assumed to be part of the case and were listed in Counts 3 to 7 ever testified at trial. The Johnson family, as innocent third parties, were extorted out of their lawfully purchased assets in violation of F.R.Cr.P. Rule 32.2, Criminal Forfeiture (b), (c), (d) and Rule 56, Courts and Clerks. These Civil Rights violations are well documented in the Motions and Exhibits.

III. Waste, Fraud and Abuse

This case is a massive abuse of Government power. Those individuals who have stepped forward to help expose these Criminal acts have been threatened or intimidated. These acts are heinous crimes against the Law of Nature, the Law of Nations and our Family's religious conscience. The destruction of the Grand Turk Harbour Project was "the Israel of the Gentiles" project, that was to provide a healing of relations between Christians and Jews going back to injustices of the 14th century in Europe. This project was collateralized by the publically traded stock of Ice Ban America, Inc., which had a future forward value of \$41 billion. The actions of these tortfeasors has also completely destroyed Ice Ban America, Inc. and Ice Ban Canada (IBAC), which has cost America and Canada billions of dollars in lost savings, as well as lives lost in traffic accidents on ice and snow, which could have been prevented. This waste is in violation of the Motor Vehicle Act.

Our President, George W. Bush, believes in basic character and simple basic truths; he has a very interesting sense of Justice and Fairness; and doesn't like a liar (re: Newsweek article April 8, 2002). President Bush will not be pleased if this mess is not soon brought to Justice. Our Family's basic character was forged in the blood lines of the Habsburgs; the Huguenots; the Mayflower

and all rights of blood, title and land. See our Family history in Exhibit W and it will be further supplemented and expanded in Exhibit Z when complete and filed with the Court.

We seek Justice and Restoration.

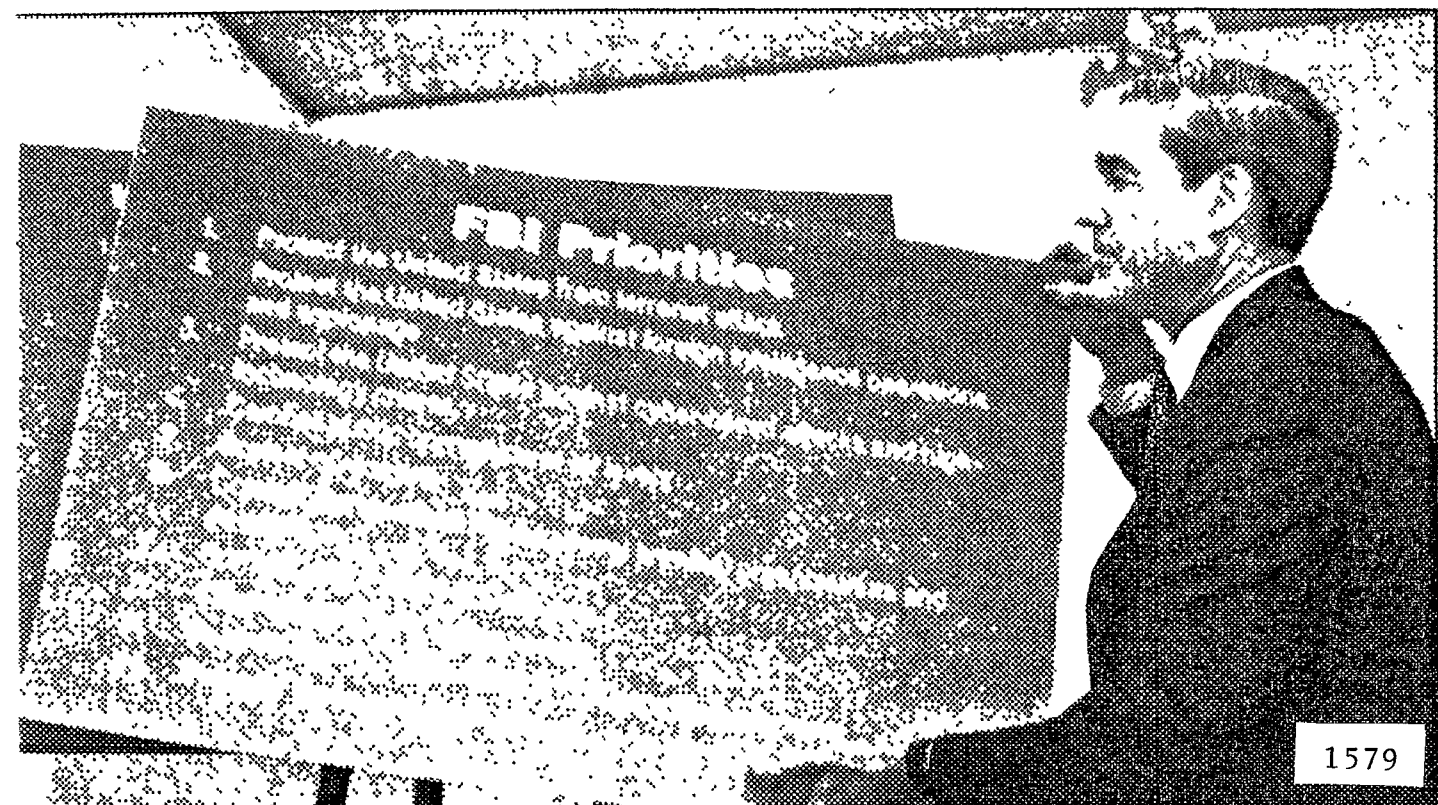
Bureau sets new priorities

Before Sept. 11, the FBI focused on solving crimes after they occurred. Now, its primary mission is to stop terrorists before they strike. The bureau's top priorities in order of importance, as outlined Wednesday by Director Robert Mueller:

- ▶ Protect the USA from terrorist attack.
- ▶ Protect the USA against foreign intelligence operations and espionage.
- ▶ Protect the USA against cy-

ber-based attacks and high-technology crimes.

- ▶ Combat public corruption.
- ▶ Protect civil rights.
- ▶ Combat criminal organizations and enterprises.
- ▶ Combat major white-collar crime.
- ▶ Combat significant violent crime.
- ▶ Support federal, state, local and international partners.
- ▶ Upgrade technology to perform the FBI's mission.



UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

In re:

WARREN D. JOHNSON, JR.,
Debtor.

CASE NO.: 92-33339-BKC-SHF
Chapter 7

_____/

- NOTICE OF CONSOLIDATED FILING TO THIS COURT FOR
- I. VERIFIED DECLARATION IN SUPPORT OF THIS COMPLAINT AND MOTION FILED IN OCTOBER 2001, HEREIN AS EXHIBIT V - PAGES V-7 THROUGH V-15;
 - II. VERIFIED PETITION FOR REDRESS OF GRIEVANCES;
 - III. VERIFIED PETITION FOR INJUNCTIVE RELIEF; AND
 - IV. VERIFIED PETITION FOR PROSPECTIVE INJUNCTIVE RELIEF

I, Warren Douglas Johnson, Jr. (Johnson), Affiant herein, Sui Juris and In Propria Persona, declare that I am a Citizen and an inhabitant of Florida, the constitutional Republic, an American Citizen of age and competent to testify with first hand knowledge of the allegations and facts stated herein.

Affiant seeks the protection of the United States, invoking your authority as an Article III Judge under Title 28 U.S.C.

§ 152 Appointment of Bankruptcy Judges which states in part:

"Bankruptcy Judges shall serve as judicial officers of the United States district court established under Article III of the Constitution."

This allows you to adjudicate, and take action on the herein referenced matters under your authority confirmed by Article III, Section 2 of the Constitution for the United States of America of 1789 A.D. as amended and ratified by passage

of the Bill of Rights in 1791 A.D. (the Constitution), which states in pertinent part:

"The judicial Power shall extend to all Cases in Law and Equity, arising under this Constitution, the Laws of the United States, and Treaties made, or which shall be made, under their Authority; ..."

Affiant further seeks the protection of the United States through the Arrest and Prosecution of those herein named and as of yet unnamed tort-feasors for Conspiracy to commit and the actual commission of the unlawful acts exposed in this Complaint, along with its 709 pages of Exhibits.

I. VERIFIED DECLARATION IN SUPPORT OF THIS COMPLAINT
AND MOTION FILED IN OCTOBER 2001, HEREIN AS EXHIBIT V -
PAGES V-7 THROUGH V-15

Exhibit AA is composed in total of a 7-page Combined Motion filed in District Court, a 3-page Index, and a 115-page Statement of Facts and Supporting Evidence, along with 579 pages labeled Exhibits A to X with a 2-page Table of Exhibits; which copiously document and support the things that I saw and heard, and are the acts which form the basis for the charges alleged herein and are, in the entirety, Affiant's Verified Declaration in Support of this Complaint for the immediate Arrest and Prosecution of the herein named and as of yet unidentified John Does, Jane Does, and John Doe corporations; and these documents are incorporated herein as attachments by reference, printed herein and made a part hereof in their entirety, and identify the following acts and crimes:

1. Affiant argued in District Court to have Bankruptcy expert and attorney Robert Furr of Furr & Cohen, to help Affiant to research and investigate the aforesaid Laws and defenses for the Affiant as standby counsel. Assistant United States Attorney Carolyn Bell interfered with Affiant's attorney-client privilege, knowing that attorney Robert Furr had defeated Adversary case nos. 93-0020-BKC-RAM and 93-0026-BKC-RAM against these very tort-feasors who were in a criminal conspiracy against Affiant. See Exhibit V - Pgs. V-30; Exhibit N - Pgs. N-28; N-36; N-38.

The Court denied on May 12, 1998 Affiant's demand for a Bill of Particulars, which would have exposed the Government's violations of Affiant's due process rights under the Constitution. See Exhibit N - Pgs. N-7; N-11; N-22.
N-6; N-21; N-32; and N-33.

2. The Bankruptcy Court was misled by Carolyn Bell and attorney Patrick Scott in the Proposed Settlement Agreement of February 16, 2001. In District Court the transcripts show:

THE COURT: "In other words, the total amount of assets that the Government seeks to seize from this defendant [Johnson] is \$250,000, is that correct?"

MRS BELL: "That's correct, your Honor."

THE COURT: "Do you understand that, Mr. Johnson?"

THE DEFENDANT: "I do."

See Exhibit N - Pgs. N-8.

- 7

These tort-feasors should have told the Bankruptcy Court that the agreement was extortion against innocent people who held lawful assets; the limit of the assumed crime was \$250,000; Affiant was denied a writ for a Bill of Particulars; and the Affiant was denied co-counsel by attorney Robert Furr, who was under a Retainer to defend and represent these actions.

3. Affiant alleges that all the parties committed crimes against the People and the peace and dignity of Florida, the People and the peace and dignity of The United States of America, violated the Laws of the United States; and, unless stopped, they will continue in their criminal rampage. These parties named herein have conspired together with each other and agreed to:

A. Create a criminal case where there was no criminal activity or lawful complaint;

B. Create false Evidence to support their charges;

C. Utter and caused to be uttered numerous false and fraudulent statements;

D. Act in concert with each other and unknown parties, and others in such a manner as to create a criminal enterprise in violation of the Federal RICO Act statutes Title 18 U.S.C. Chapter 96;

E. Commit breaches of the peace and dignity of the United States under Title 18 U.S.C. §§ 371, 891, 894, 1001, 654, 875, 241, 242, 2, 3, 4, 1505, 1506, 1510, 1512, 1513, 1621, 1622, 1623, 1951, and 1956;

F. Commit crimes against the Turks and Caicos Islands, an overseas territory of the United Kingdom of Great Britian, its people and their peace and dignity by destroying a multi-billion dollar project with that country that was a significant part of their economic plan. These henious acts also violated the Law of Nations, Common Law, and natural Law; and

G. Violated Warren D. Johnson, Jr.'s rights under the Constitution of the United States of America of 1789 A.D. as amended and ratified by passage of the Bill of Rights in 1791 A.D. (herein the Constitution):

a) to secure in his person, papers and effects under the 4th Amendment to the Constitution;

b) to due process of Law under the 5th Amendment to the Constitution;

c) to a fair and impartial trial under the 6th Amendment to the Constitution;

d) by denying equal protection of the Laws under the 14th Amendment to the Constitution; and

e) by extortion, threats, and intimidation of Warren D. Johnson, Jr.'s family, friends and business associates in violation of the Laws of the United States.

Background Information for the Criminal Complaint

Family History

The Constitution of the United States of America is a cumulation of Law which has its base in the Magna Carta (June 15, 1215) which was the beginning of Common Law; the Mayflower Compact (November 11, 1620) which was the first constitution of self government under God in America and numerous other documents including, but not limited to, the Articles of Confederation of 1781 A.D.

In the Magna Carta, CAP. XXIX, we are guaranteed "we will not deny or defer to any man either Justice or Right." In the Preamble to the Constitution for the United States of America, We the People "establish Justice ..., and secure the Blessings of Liberty to ourselves and our Posterity, ..."

I, Warren Douglas Johnson, Jr. a Citizen of the sovereign State of Florida, along with my family are the posterity of John Alden and Patricia Mullins (the daughter of William Mullins), who landed at Plymouth Rock, Massachusetts on November 11, 1620; drafted and signed the Mayflower compact and founded a nation based on the values that our nation is fighting for today. They took the road less traveled to create a "Zion in the wilderness," which was re-affirmed by the Maryland Toleration Act of April 21, 1649.

The United States of America was founded on the principles for a free people enunciated in the Law of Nations by Emir de Vattel (1758), which our Nation is subject to; the Law of

4

Nations was incorporated into our Constitution under Article 1, Section 8, Clause 8, which states "Congress shall have the power ... to establish an uniform rule of naturalization, and uniform Laws on the subject of Bankruptcies throughout the United States;" and Clause 10 states "To define and punish Piracies and Felonies committed on the High Seas, and Offenses against the Law of Nations;" (Emphasis added)

Uniform Laws on the Subject of Bankruptcies

Crimes under the Bankruptcy laws are found in Title 11 U.S.C. and are codified under Title 18 U.S.C. at § 3057 - Bankruptcy Investigations and states:

"(a) Any Judge, Receiver or trustee having reasonable grounds for believing that any violation under chapter 9 of this title or other Laws of the United States relating to insolvent Debtors had been committed, or that an investigation should be had in connection therewith, shall report to the appropriate United States Attorney all the facts and circumstances of the case, the names of witnesses and the offenses believed to have been committed. Where one of the officers has made such report, the others need not do so."; and

"(b) The United States Attorney there upon shall inquire into the facts and report thereupon to the Judge, and if it appears probable that any such offense has been committed, shall without delay, present the matter to the Grand Jury, unless upon inquiry and examination he decides that the ends of public Justice do not require investigation or prosecution, in which

case he shall report the facts to the Attorney General for his direction."

When Ray Loesche and Corrine Calvasina filed a complaint with the F.B.I. charging Warren D. Johnson, Jr. with Bankruptcy fraud, it was a violation of Title 18 U.S.C. § 3057 as well as a conspiracy in violation of Title 18 U.S.C. § 371. Only Judge Friedman or Soneet Kapila, as U.S. Trustee and receiver, "shall report to the appropriate United States Attorney all the facts and circumstances of the case, the names of witnesses and the offense or offenses believed to have been committed."

After Warren D. Johnson, Jr.'s discharge of Bankruptcy on March 29, 1993, he personally reopened the Bankruptcy case in order to pursue civil actions against those who caused his bankruptcy and to pay his legitimate creditors. This document is incorporated herein by reference as if printed herein and made a part hereof in its entirety as Exhibit X - Pgs. X-1 to X-3.

During the time the case was reopened in 1994 to 1995, Johnson was entitled to due process of Law under the United States Constitution, Amendment 5, which states "no person ... be deprive of life, liberty or property, without due process of law;" In order for due process to be given to Warren D. Johnson, Jr., Judge Friedman would have to have held a hearing under Title 18 U.S.C. § 3060 - Preliminary Examination which states:

"(a) Except as otherwise provided by this section, a

preliminary examination shall be held within the time set by the Judge or magistrate (b) of this section, to determine whether there is probable cause to believe that an offense has been committed and that the arrested person has committed it."

Instead of following the Law and giving Warren D. Johnson, Jr. "due process", the defendants named in the attached proposed presentment did conspire to violate Warren D. Johnson, Jr.'s civil rights by forming a criminal enterprise to extort lawfully owned property of Warren D. Johnson, Jr., his family, his friends, the Turks and Caicos Islands Government and corporations of that sovereign Nation.

The defendants named herein have conspired together and with each other and have agreed to and did commit acts which constitute the violation of the following provisions of Law: Conspiracy 18 U.S.C. § 371; Extortion or Extortionate 18 U.S.C. §§ 891 and 894; Fraud and False Statements 18 U.S.C. 1001; Officer or Employee of the United States converting Property of Another 18 U.S.C. § 654; Intention to Extort Money or Property from a Foreign Corporation 18 U.S.C. § 875; Civil Rights 18 U.S.C. §§ 241 and 242; Principals of the Crime 18 U.S.C. § 2; Accessory After the Fact 18 U.S.C. § 3; Misprison of Felony 18 U.S.C. § 4; Obstruction of Justice 18 U.S.C. §§ 1505, 1506, 1510, 1512, 1513; Perjury 18 U.S.C. § 1621; Subornation of Perjury 18 U.S.C. § 1622; False Declaration Before Grand Jury or Court 18 U.S.C. § 1623; Interference with Commerce by Threats or Violence 18 U.S.C. § 1951; and Laundering of Monetary Instruments 18 U.S.C. § 1956.

II. VERIFIED PETITION FOR REDRESS OF GRIEVANCES

This instant pleading, and all its exhibits and incorporated documents, constitute a request for the United States to:

A. Arrest and prosecute the tort-feasors for the violations of Warren D. Johnson, Jr.'s Constitutional rights to due process of Law under Title 18 U.S.C. § 3060 Preliminary Examination/Hearing; violations of Law under Title 18 U.S.C. § 3057, whereby an illegal Criminal Complaint was based on a foundation of hostility that was acted upon against Affiant; as well as each and every criminal act hereto for listed and believed to have been committed against Affiant, his family, his business associates, his friends and his Country;

B. A Special Grand Jury to be empaneled for the purpose of hearing testimony and receiving evidence set forth in this Verified Declaration; and

C. A trial by Jury for damages for the benefit of Affiant, Warren D. Johnson, Jr., his family and others so injured by the herein described heinous acts.

D. Arrest and prosecute the officers and directors of Fercal, Inc. (a Florida corporation) along with individual guarantors of the \$1.8 million bank loan with Southeast Bank, whereby they made false statements and committed bank fraud in violation of Title 18 U.S.C. § 1014. (See Exhibit T - Pgs. T-1 to T-33).

Grand Jury Investigation

Warren D. Johnson, Jr. hereby prays the honorable Court will empanel a special Grand Jury to receive the evidence and testimony from Warren D. Johnson, Jr., as set forth in the attached Proposed Presentment, as per the Federal Rules of Criminal Procedure for the United States District Courts, Section III - Indictment and Information, Rule 6 which states:

"The Grand Jury (a) Summoning Grand Juries. (1) generally. The Court shall order one or more grand juries to be summoned at such time as the public interest requires."

It is the obligation and duty of the Court to properly allow the Grand Jury System to consider the evidence against those named in the attached Proposed Presentation under the Law of Nations, natural Law, the United States Constitution, the Law of Necessity and in the interest of Justice.

The Law of Nations states the following: "Nations or sovereign States must be regarded as so many free persons living together in the state of nature. A right is nothing else but the power of doing what is morally possible, that is to say, what is good in itself and conformable to duty, it is clear that right is derived from duty. A society has its own affairs and interests; it deliberates and takes resolutions in common, and it thus becomes a moral person having an understanding and a will peculiar to itself, and susceptible at once of obligations and of rights. And since right is derived from obligation, as we have just remarked, a Nation has the same rights that nature gives to men for the fulfillment of their duties. We must

7

therefore apply to nations the rules of the natural Law to discover what are their obligations and their rights; hence the Law of Nations is in its origin merely the Law of Nature applied to Nations. We use the term necessary Law of Nations for that Law which results from applying the Natural Law to Nations. It is necessary, because Nations are absolutely bound to observe it. Natural Law is not subject to change. If there is anything unjust or unlawful in a custom, it is of no force, and indeed every Nation is bound to abandon it, since there can be neither obligation or authorization to violate the Law of Nature."

If the Court does not allow a Grand Jury or Special Grand Jury the right under Natural Law to examine the evidence of these alleged crimes, then the Grand Jury System, as a lawful custom, is of no force and the Nation is bound to abandon it.

What these alleged violations of Law may show, if not addressed, is that those individuals and corporations so named in the Proposed Presentment are above the Law. This would attack our very system of Justice.

International Incident

Under the Charter of the United Nations it states in Chapter I, Article 1:

"(1.) ... in conformity with the principles of Justice and International Law, adjustment or settlement of international disputes ..."

The Turks and Caicos Islands, which is a British overseas territory of the United Kingdom of Great Britain, shall seek

specific performance on the Grand Turk Harbour Development Agreement. The United Kingdom of Great Britain is a permanent member of the Security Council under Article 23 and has the right and obligation to settle disputes under Chapter VI of the Charter of the United Nations.

The conspirators listed in the attached Proposed Presentment did knowingly conspire to steal the lawful collateral that was transferred by Harbour Funding Partners, Ltd. (a Nevada partnership) to guarantee the construction of a multi-billion dollar project, a/k/a Grand Turk Harbour, from Finbar Dempsey, escrow agent for the British Crown and the government of the Turks and Caicos Islands; along with substantial other assets intended for the initial construction of the Grand Turk Harbour project.

Violations of the United States Constitution, the Law of Nations and Common Law by those listed in the attached Proposed Presentment have created an international incident and dispute directly resulting from their criminal activities.

The Law of Nations, Chapter XII, Piety and Religion states: "Piety and religion have an essential influence on the happiness of a Nation ..." "... an enlightened piety in the people is the firmest support of lawful authority ..."

When Michael McBride sent the Affiant a message in 1995, "that when he was done with me, I would know he was the anti-Christ," he violated my civil and Constitutional rights, as well as the Law of Nations. The Law of Nations further states: "First, let us remember that liberty of conscience is derived from the natural Law, and there can be no constraint regarding

it;" "... Citizens have the right to sell their lands, and to withdraw with their families and carry away their goods; for their compact with the society and their subjection to public authority can never operate to the prejudice of their liberty of conscience. If the society does not allow me to do by an indispensable obligation it must permit me to take my leave."; and "... religion is a matter over which no one may give up his liberty."

The Government well knew that the Grand Turk Harbour project was "the Israel of the Gentiles" and that it was formed with a great deal of prayer. (See the Sentencing Transcript relating to Bodhanya's testimony).

Religious Hate Crime

These violations by the conspirators in this case, that form a hate crime based on religion, need to be addressed by the Judiciary Department, however, violations of the Law of Nations and the Turks and Caicos government need to be dealt with by Congress and the International Courts.

The Law of Nations further state: "Religion is of extreme importance for the welfare and the peace of society"; and "Do but drive out the spirit of persecution, punish severely anyone who shall disturb others because of their belief," "... only those who trouble the peace of others are punished."

Carolyn Bell tried to remove pastor Scott Scheer from the courtroom for wearing a cleric collar; Carolyn Bell and Michael McBride referred to the Affiant's friends "as the dog and pony show with their Bibles"; and the anti-Christ slur. How

could the Affiant hope to get Justice and not lose faith in these Judicial officers of the Court? -

III. VERIFIED PETITION FOR INJUNCTIVE RELIEF

Affiant prays the Court to hold the tort-feasors in contempt of Court for violating Warren D. Johnson, Jr.'s discharge in Bankruptcy Court granted March 29, 1993 as follows:

A. Multiple threats have been made against Affiant, Warren D. Johnson, Jr., and his family (see Exhibit V - Pgs. V-1 to V-64);

B. A Criminal Complaint against affiant had no basis in Law under the Constitution, the Law of Nations, natural Law or Common Law, and it was a fraud under Commercial Law;

C. Raymond Loesche continued to sue the Affiant for two years after the March 29, 1993 Discharge; formed a criminal conspiracy on December 28, 1992 with the Bondholders through the law firm of Holland and Knight (see Exhibit X - Pgs. X-4); even though he knew that Affiant was innocent of any criminal intent or wrong doing (see Exhibit X - Pgs. X-5);

D. The Bondholders joined the criminal conspiracy by trying to collect a Judgment that they obtained through fraud, knowing that Affiant never signed the 2nd Amended Guarantee on or about July 31, 1991 and they have continually lied to mislead this honorable Court as to the Affiant being liable to them for over \$3.7 million;

E. Warren D. Johnson, Jr. attempted to pay his legitimate creditors through a lawsuit purchased on March 8, 1994, whereby the Affiant's legitimate creditors were to receive twenty-five percent (25%) of the proceeds. The Bondholders misled the Court and U.S. Trustee Soneet Kapila by claiming they were owed over \$3.7 million on a Judgment/and Guarantee that the Affiant never signed and the Bondholders obtained by fraud.

U.S. Trustee Kapila breeched his fiduciary duty by not looking at any of the files within any of the 9 boxes of files delivered to him on December 18, 1992; or by failing to read one word of Warren D. Johnson, Jr.'s Depositions given in December 1992 and January 1993. A case worth millions of dollars, that the Affiant had purchased from the Court on March 8, 1994, was sold for \$25,000 to the very people that had committed the criminal acts charged herein. See Exhibit X - Pgs. X-1 to X-5.

Whereas, the Affiant prays the Court to issue an order to immediately and unconditionally release him from prison as the Sentencing Court (District Court) was without in personam and subject matter jurisdiction to convict Warren D. Johnson, Jr.; and due to the numerous violations of Law, including Constitutional violations of the Affiant's right to due process of Law, divested the Court of any jurisdiction it may have otherwise had.

7

IV. VERIFIED PETITION FOR PROSPECTIVE INJUNCTIVE RELIEF

Affiant prays the Court to invoke the Doctrine of "Fruit of the Poisonous Tree" against the Tort-feasors.

Affiant prays the Court to have the Special Grand Jury investigate these matters as a Hate Crime based on religion and/or greed, and issue a Restraining Order for Injunctive Relief against F.B.I. Special Agent Michael McBride, attorney Patrick Scott, Rashid "Reg" Bodhanya, et al., and any or all agents d/b/a or acting as United States Attorney from Extortion, Grand Theft, Break-ins, Vindictiveness, Coercion, Government Misconduct, Obstruction of Justice, and the colossal misuse of the F.B.I. agency that turned it into the private Police force of an F.B.I. Agent's sister, major Wall Street firms and the Law firms named in this Vendetta.

Affiant prays the Court to return all moneys and assets illegally taken from the entire Johnson family under the February 16, 2001 Agreement, which was executed under duress and in fact is extortion making the Agreement illegal, by issuing Orders.

Affiant prays the Court to issue an Order to stop any and all future attempts by the F.B.I., or any other Federal Agent, or their officers, employees and servants from ever violating the Law of Nations, Chapter XII, regarding the Affiant sincerely held religious convictions and rights under natural Law, and those of Affiant's family.

Affiant prays the Court to recognized the Johnson Family for who they have affirmed that they are through Exhibit W as

7

Citizens or Nationals, decended from Huguenots and Pilgrims who have all rights, including religious rights and Common Law rights under natural Law, Common Law, and the Law of Nations which are the Basis for the Constitution; and the Mayflower Compact, which was the first constitution for self government in America, is recognized to be created under God's Law, natural Law and Common Law; the Mayflower Compact's provisions are valid proof of the Johnson family rights since it has never been revoked.

AFFIANT'S REQUESTED RELIEF

Affiant prays the Court to grant the following relief requested in this case:

1. Issue an Order forthwith requesting that Leslie Taylor of the Office of Professional Responsibility investigate these criminal activities as previously Ordered by the District Court.

2. Allow Warren D. Johnson, Jr. to bring his accusations and evidence to an independent Special Grand Jury for the purposes of an independent investigation of all alleged acts.

3. Declare the trial of Warren D. Johnson, Jr. a mistrial and immediately effect his unconditional release from incarceration.

4. Arrest and demand sworn statements from each of the herein named tort-feasors rebutting the allegation made herein, point for point, under penalty of perjury and their full commercial liability, swearing/affirming that their answers/declarations are true, correct, complete and not misleading so help me God.

5. Affiant prays the Court to issue an Order declaring the Agreement of February 16, 2001 VOID AB INITIO, as said order was signed under duress and said order is extortion, whereby Affiant and his family shall move to recover their property, money, legal fees, damages, claims, stocks, corporations, partnership interests, developments, collateral, and any other assets (herein Assets) relevant to this case; or, in the alternative, if any of the above listed assets tied to this case have been damaged in any manner whatsoever and not recoverable, then Affiant, his family, friends, business associates and/or parties to the Agreement of February 16, 2001 shall seek monetary damages in lieu of specific performance for the value in U.S. dollars of the assets lost, transferred or taken (herein Lost Assets). For the lost assets, the value shall be established by replacement cost, highest trading quote, previous published value, appraisal of completed project, positive cash flow over life of the project, or future forward value. The future forward value of the total common stock and shares of Ice Ban America, Inc. and IBAC, Inc. shall be equal to at least one-year savings to the United States of America and to Canada respectfully for each company, divided by the number of shares outstanding at each initial public offering. That value per share shall be multiplied times the number of shares originally held by Affiant, his family, friends and business associates. Where values differ, the highest value shall be taken in each instance.

6. Affiant prays the Court for all other relief the Court finds is just, appropriate and allowed by Law.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: _____

Warren Douglas Johnson, Jr.

As a Private Prosecutor for
the people of the United
States of America,

Plaintiff,

v.

UNITED STATES,
Patrick Scott,
Michael McBride,
Patricia Borah,
Joseph Baruch,
Carolyn Baruch,
Rashid Bodhanya,
Mr. Caron,
Ray Marshall,
Merrill Lynch,
Stephen Rofsky,
Holland & Knight,
Corrine Calvasina,
Ray Loesche,
John Does 1 - 100,
Jane Does 1 - 100,
John Doe Corporations 1 - 100,
In their individual and
D/B/A or Acting as
United States Attorney
character and capacity,

Defendants.

PROPOSED PRESENTMENT
OR INDICTMENT

List of Statutes Violations:

18 U.S.C.	§	371
18 U.S.C.	§	891
18 U.S.C.	§	894
18 U.S.C.	§	1001
18 U.S.C.	§	654
18 U.S.C.	§	875
18 U.S.C.	§	241
18 U.S.C.	§	242
18 U.S.C.	§	2
18 U.S.C.	§	3
18 U.S.C.	§	4
18 U.S.C.	§	1505
18 U.S.C.	§	1506
18 U.S.C.	§	1510
18 U.S.C.	§	1512
18 U.S.C.	§	1513
18 U.S.C.	§	1622
18 U.S.C.	§	1623
18 U.S.C.	§	1951
18 U.S.C.	§	1956

The Grand Jury charges that:

From on or about June 1, 1987 Corrine Calvasina, the sister of an F.B.I. Agent, did enter into a conspiracy and entered into an agreement to violate Warren D. Johnson, Jr.'s (Johnson, Jr.) Constitutional rights to acquire, own and re-sell lawful

property within the State of Florida; being specifically the riverfront parcel on the St. Lucie river in Martin County, Florida.

In the process of denying Johnson, Jr. his constitutional rights, Calvasina was joined by a Raymond Loesche and David Von Holley of the F.B.I., who threatened, harassed and blocked Johnson, Jr. from the purchase of the subject property on the St. Lucie River. Johnson, Jr. informed the F.B.I. of the Vendetta in letters on or about September 9, 1993 and March 10, 1997; a Complaint was filed with the U.S. House of Representatives' Judiciary Committee in late 1997.

Ray Loesche furthered the conspiracy with the Law firm of Holland & Knight, the brokerage firm of Merrill Lynch, and its advisor Stephen Rofsky (Rofsky) by use of a confidential fax sent on or about December 28, 1992.

At this point the core group of the conspirators furthered the criminal enterprise and continued to violate the following Federal Laws and attracted additional persons as co-conspirators to commit additional acts and crimes against Warren D. Johnson, Jr. and his family members as follows:

1. The criminal complaint against Warren D. Johnson, Jr. was without substance, and violated his constitutional and civil rights, as well as his right to "due process of Law" under the 5th Amendment of the Constitution;

2. Several witnesses for the Government lied in order to mislead the Jury and so compromised the trial Jury that they convicted Warren D. Johnson, Jr. (Johnson, Jr.);

3. A Judgment obtained against Johnson, Jr. by Merrill Lynch d/b/a Apex Municipal Fund, Inc., et al. (Merrill Lynch) was obtained by fraud;

4. Johnson, Jr., his Bankruptcy estate, and his partners were defrauded under an Agreement of January 29, 1993 (Repurchase Agreement), whereby Merrill Lynch destroyed the collateral for \$28 million of Florida Housing Finance Authority tax-free Bonds. NationsBank, as trustee of a \$28 million mortgage on the Preserve at Palm-Aire, Ltd.'s property, did bid on the foreclosure for \$1,000 on or about February 2, 1993 from the Court Clerk of Broward County, Florida. Holland & Knight did white out the name of the Buyer (NationsBank), typed in Sun Bank as successor Trustee and recorded the altered and thus forged Deed into the public records. These acts destroyed the Bonds which were to be delivered under the Repurchase Agreement. In order to collect the aforesaid Judgment, obtained through such fraud, against Johnson, Jr., Merrill Lynch did re-affirm the claim against Johnson, Jr. with U.S. Trustee Soneet Kapila over three-years after Johnson, Jr.'s discharge in Bankruptcy. Trustee Kapila failed to inform Johnson, Jr. of said claim;

5. Vendetta continued with Merrill Lynch further making an unlawful claim against Johnson, Jr. in order to collect Judgment obtained through fraud, and became major claimant of Restitution.

6. As a result of these aforesaid criminal acts, we the Special Grand jury charge the following individuals and corporations:


ACKNOWLEDGMENT

I, Warren Douglas Johnson, Jr. hereby acknowledge that I have freely affixed my signature to this 23-page document on this 8th day of May, 2002.


Warren Douglas Johnson, Jr.

OATH

I, Warren Douglas Johnson, Jr. swear under penalty of perjury under the Laws of The United States of America and the Laws of the State of Florida that the above stated facts are true, correct, and not misleading under my full commercial liability this 8th day of May, 2002 according to my first hand knowledge and are made in good faith and with clean hands.


Warren Douglas Johnson, Jr.
53225-004 / A-3
Federal Correctional
Complex, Coleman - Low
P.O. Box 1031
Coleman, Florida 33521

STATE OF FLORIDA }
COUNTY OF SUMTER } ss

8 The foregoing instrument was acknowledged before me this day of May, 2002, by Warren D. Johnson, Jr., who is personally known to me or who produced identification and who took the above stated oath.


Notary Public

My Commission Expires:



Ricardo Miro, Notary Public
Commission # CC 753139
Expires June 21, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

EXHIBIT CR-C-10

September 10, 2002

Colin Powell
Secretary of State
United States of America
Washington, D.C. 20520

RE: The Religious War Against The Royal Johnson Family- PORTOSEL

Dear Mr. Secretary;

A state of war has been waged against our Royal Johnson family by a criminal enterprise and has been waged under the color of authority and the color of Law, in the name of the United States of America.

Numerous documents, exhibits and supporting evidence of the criminal acts of these tortfeasors, who hijacked our Department of Justice in this war, have been forwarded to the Senators on the Judiciary Committee, identified in the attached letter. These Senators are moving forward, as required by our Constitution, to identify and punish these offenses that violate the Law of Nations. The documents speak for themselves and can be reviewed at your request.

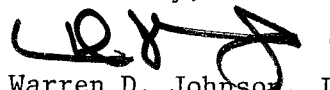
The elected governmental officials of the Turks and Caicos Islands have been deceived and lied to by F.B.I. agents and an Assistant United States Attorney and severely damaged, since the aim of the criminal enterprise was to destroy a multi-billion U.S. dollar development project, Grand Turk Harbour - Port O' Sel; steal the collateral; and, try to destroy the religious conscience of the Royal Johnson family, which is well established in history. (See the Exhibits W and Z filed in case no. 98-8039-CR-RYSKAMP in the United States District Court for the Southern District of Florida).

I believe these tortfeasors have tried to cover-up their criminal activities and in fact hide them from anyone in power, who should be concerned. So far this religious war has cost billions in damages, as well as, the needless loss of human life and the destruction of the health of children.

If you think it is in the best interest of the United States of America for this war to continue, then you may chose to do nothing; or, we can end this war under the Law of Nations as outlined by Emir de Vittel in 1758.

I await your response and I would appreciate your involvement.

Yours truly,



Warren D. Johnson, Jr. Power of Attorney
For the Royal Johnson Family- PORTOSEL
% Jeffrey A. Johnson, 12118 East Yates Road
Lyndonville, New York 14098
Phone: area 585- 765-2621

1603

Dianne Johnson
5094 S.E Lisbon Circle
Sturat, Florida 34997

June 21,2001

Attorney General John Ashcroft
U.S. Department of Justice
950 Pennsylvania Avenue N.W.
Washington, D.C. 20530-000

Dear Attorney General Ashcroft:

I am the wife of Warren D. Johnson, Jr., Federal Prisoner # 53225-004. Warren is presently incarcerated in Coleman, FL and is serving a 10 year sentence. He has been in prison for the last 2 ½ years. Until November of 1999 I would never have thought it was possible for American citizens to go through some of the horrors that my family has at the hands of their own government. I am writing to you for 3 reasons:

1. Because of the position of responsibility that God has placed you in.
2. Because it has been reported that you are a man of great integrity and faith
3. Because we are desperate to see the injustice that has taken place corrected.

To give a brief history of this case would be impossible because it has taken place over so many years with so many twists and turns. The problem began when Warren sued a retired FBI agent's sister and won a jury trial against her. After the trial she boasted around our town that her "brother" would take care of Warren. Shortly thereafter, we began getting reports from various people that FBI agents were making accusations and innuendoes.

At that time Warren was the President of a company that had just developed an environmentally safe road de-icer that according to a Federal Government study could have saved the country billions of dollars in road damage. During the next few years, a particularly brutal FBI agent, Micheal McBride of the Ft. Pierce,

Florida office told people that the company was a joke though it was being publically traded at time for about \$15.00 a share. Warren stepped down as President to save the company from any further damage. This same agent stated that Warren would know that he was the “ Anti-Christ” by the time he was finished with him. This statement was made because he knew our religious beliefs. At Warren’s trial and sentencing, this same agent laughed at the multitude of our friends and family that that carried Bibles and prayed in the hallways of the courthouse.

The following points highlight a few of the Constitutional violations:

- Evidence was hidden
- Field reports disappeared
- Critical documents that would have proved Warren’s innocence were never presented
- People who could have testified and wanted to were threatened
- Court Appointed Defender did not produce 1 document or 1 witness
- Our Defender (I do use that term loosely) stated that the prosecutor was running a “fraud on the Court”
- The Judge said that he would deal with these serious charges later but, never did look into them.
- The prosecutor further violated Warren’s rights by calling him a liar 17 times in her closing statements
- At the sentencing, witnesses were quizzed to whether Warren had “ prayed” with them, again indicating a religious bias
- Warren was then given an upward departure on his sentence based on a previous Bankruptcy in which he had never been charged with any violation.

Later, after the trial and the sentencing were over and our lives laid in shambles, the Federal Prosecutor related to one of our attorneys that they really **NEVER HAD A CASE** and, were surprised that they won. *They just wanted to win even though they knew that Warren was not guilty.* The Judge had been so poisoned by the prosecution that Warren was given 4 times more than anyone in Florida had ever been given for the same crimes he was accused of even though he had no prior record and, had never been involved in any wrong doing. The Judge at one point suggested that Warren must be “schizophrenic” to have letters from so many

Christians (laying themselves and their ministries open to government harassment) that defended and supported him and gave reports of Warren's faithfulness and kindness. This is just a small capsule of our situation.

Only recently was I made aware of the Prosecutor knowing that he was NOT GUILTY. The tragedy is that families in this country are being confronted with the same type over zealous prosecution. I would like to tell you a little bit of what has happened with my family because of this tragedy. At the time of Warren's incarceration I had \$1200, no car, no insurance, and possibly a nervous breakdown. I was unable to work, shook constantly, couldn't eat and begged God to let me die. I had been married to this man for 36 years at that time and, did not have a clue how to manage without him. I tried to think of clean ways to die so my children would not have to deal with yet another shame. Finally, after months of this I decided that I must live so my granddaughter would not have Suicide in her spiritual heritage. My children were threatened not to testify on their father's behalf or they would be prosecuted themselves. My brother-in-law faces losing a family farm of over 50 years because of the attorney bills and support for me. The family members, brothers, sisters, parents and children are embittered, angry and sick. The fact that my elderly father-in-law had cancer and heart problems did not stop the harassment and threat that he would be imprisoned also..AND THEY KNEW THAT WARREN WAS NOT GUILTY AND THEREFORE NEITHER WAS THE ENTIRE FAMILY THAT WAS SUFFERING THE CONSEQUENCES OF THIS FOLLY!!! The home that was paid for and I had lived in for 15 years was taken. All finances that we were awarded as a settlement in another case (aprox. \$150,000) were taken, stocks that had been worth millions were driven down to pennies and we were prohibited from trading them, my bank account was frozen (with all \$1200) and another with \$1000 frozen. I did get the \$1200 released. All family investments were frozen and, two and one half years we are still not free to divest ourselves of stocks that could produce cash flow. Warren had given thousands of shares of stock to ministries and the Pastors were not allowed to sell their stock. A Church was lost and the proposed building of another Church had to be stopped. **THEY KNEW THEY DID NOT HAVE A CASE AND WARREN WAS NOT GUILTY.**

My concern is that this situation does not ever again happen to an innocent family. I grieve for my husband. I grieve that an innocent man at the age of 60 is missing his

4.

granddaughter growing up, missing the last few years that his parents will have on this earth, missing all the holidays, birthdays and sunrises and sunsets because a **prosecutor wanted to win and and an FBI agent was out of control** and someone wanted to use their connections to “get even”. How can such abuses of power be brought to an end ? I loved my country and believed in my government before this. I was politically interested and always felt it was important to voice support or lack of it to elected officials because I sincerely thought they cared. However, the love that I have felt for this country has been replaced with fear and mistrust. I am concerned that what was formerly a Government **FOR** the people is now a Government **AGAINST** the people. I am concerned that we are heading for something like Nazi Germany with Government officials that use fear and intimidation to turn people against each other, and use power and political connections to even personal scores or generally destroy people who are not in their favor. I think of the terrible persecution of ethnic or religious groups at the hands of a government that has no controls and it terrifies me. I failed to mention that for a few years before our incarceration, we had been to Washington, D.C. several times trying to find who to talk with about our situation...There was no one to turn to.

I am almost afraid to even send this letter. However, I do this not only for my husband, but for the many other innocent people who are experiencing this same treatment by the hands of an out of control system. Please, allow those of us who have suffered at the hands of this agency to talk with you. Please, listen to the tragic stories of lives destroyed because of personal differences or just the fun of using power to hurt those that have no recourse and are presumed guilty. If there is a case that should be looked into to see abuse of power, over zealous prosecution, harassment, violation of Civil Rights, I know the man you need to talk to. It is Warren Johnson, Jr. In Coleman, FL.

Please, protect him from any further harm and harassment.

Thank you for taking the time to read this. I know it is lengthy but, there is no short cut to tell of the last 9 years of our lives.

Sincerely,

Dianne Johnson

cc. Senator Orrin Hatch & Aides & Senator Charles E. Schumer & Aides

April 16, 2002

Eliot Spitzer
Attorney General for the State of New York
120 Broadway
New York, New York 10271

RE: Criminal Activities of Merrill Lynch, et al.

Dear Attorney General Spitzer;

My family of 21 members have been the victims of criminal activities of Merrill Lynch and their Attorneys in a real estate partnership called the Preserve at Palm-Aire, Ltd.; the facts of which should supplement your current investigation into their corrupt practices.

According to C.P.A. Henry Blanckston, this project would have yielded \$424 million positive cash flow over its life, but Stephen Rofsky, advisor to the Merrill Lynch's Apex Fund sought to illegally take over the project and conspired to violate State and Federal Laws as follows:

1. Rofsky brought to our partnership outside management in July 1991, who he later admitted in Depositions on the Hallmark Homes Case he knew were thieves and crooks up to seven months earlier;

2. These thieves and crooks as outside management stole \$1.4 million of the operating funds, funded by my real estate sales, to break a very successful project in order to take it over;

3. Rofsky, Merrill Lynch and its lawyers then gave our partnership a worthless agreement January 29, 1993 in order to allow them to bid in the project and their \$28 million in tax-free Bonds for \$1,000 on February 2, 1993;

4. The lawyers for the Bondholders, which included Merrill Lynch and Prudential Bache, made a legal blunder in the bid and later covered it up by whitening out the true Buyer (NationsBank as Trustee) and recording an altered and forged Deed to Sun Bank, as successor Trustee, in the public records of Broward County, Florida;

5. Merrill Lynch, et al. received a Judgment against me on Guarantees that I never signed for over \$3.7 million, by committing criminal fraud and lying to a Judge. They knew that they switched the signature pages to agreements I never agreed to or signed. They also knew that I never signed a Second Ammended Guarantee on or about July 31, 1991 and I can prove it;

Eliot Spitzer
April 16, 2002

6. I was forced into Bankruptcy by their criminal acts on October 2, 1992;

7. I sued Stephen Rofsky, Merrill Lynch, et al. in 1995 and they bribed a U.S. Trustee to kill the lawsuit and to stop me from paying my legitimate creditors;

8. They then came back to the same U.S. Trustee to re-affirm their fraudulent claim, three years after I was discharged by a U.S. Bankruptcy Judge in Chapter 7, and the U.S. Trustee never informed me of the re-affirmation of their claim;

9. Merrill Lynch, Stephen Rofsky and their lawyers, et al. then used the Department of Justice and the F.B.I. for their own private police force in order to charge me with a criminal act that they fabricated, in order to put me in prison, which they accomplished November 24, 1998;

10. Our family was a founding family of America, arriving on the Mayflower in 1620; drafting the first Constitution (the Mayflower Compact was signed by two of my family ancestors); and initiating a national holiday (Thanksgiving). We are also a founding family of Rhode Island and New York State;

11. Senator Charles Schumer has begun an investigation of these charges set forth in the enclosed Rule 3 - Criminal Complaint, since our family members are primarily living in Orleans County, New York State and Sovereign Citizens of the State of New York;

12. After Merrill Lynch and their lawyers destroyed the collateral guaranteeing the \$28 million in tax-free Bonds, they reported the Bonds in their Annual Reports to shareholders and the S.E.C. as AA rated by Standard and Poors and their auditors. This is fraud, since they knew that they destroyed the Bond's collateral as well as the tax-free status.


My family and I welcome your investigation into these illegal matters and expect our system of Laws to produce Justice. We have available 572 pages of evidence in 23 Exhibits to support our claims and charges. These exhibits are filed in Federal Court as well as with Senator Charles Schumer's office, who will soon start hearings to expose the criminal activities of Merrill Lynch, Stephen Rofsky, the F.B.I., et al. Their acts are brazen. They think they are above the law, and these firms duped our family and unsuspecting investors out of a fortune. They then targeted our control of two public companies that would have saved America \$50 billion and 1,000 lives annually. These numbers will blow up on them into a scandal of Enron and Arthur Anderson proportions.

Eliot Spitzer
April 16, 2002

Please find enclosed copies of letters of 02/13/2002 to United States Attorney, Paul McNulty, who put these individuals under investigation in 1997 and Senator Charles Schumer's letter of 04/11/2002.

If you wish a complete set of the 23 Exhibits - A to W, please call Jeff or Lynn Johnson, 12118 East Yates Road, Lyndonville, New York 14098 at 716-765-2621.

Yours Truly,



Warren D. Johnson, Jr.
53225-004 / (A-3)
FCC, Coleman - Low
P.O. Box 1031
Coleman, Florida 33521



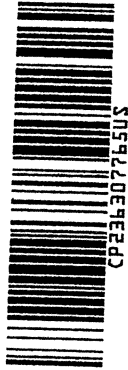
TM

EXPRESS MAIL
UNITED STATES POSTAL SERVICE®

www.usps.com

1191

— LEGAL MAIL —



United States Postal Service
Customs Declaration and Dispatch Note

Sender's Name and Address (Nom et adresse de l'expéditeur)

WARREN D. JOHNSON, JR.
53225-004 A-3 Low
FEDERAL CORRECTION COMPLEX
P.O. Box 1031
Coleman, Florida 33521-1031

List of Contents (Designation du contenu) Please Print

LEGAL PAPERS

Addressee's Name and Address (Nom et adresse du destinataire)

SECRETARY of the COURT of HUMAN RIGHTS
COUNCIL OF EUROPE
F-67075 STRASBOURG CEDEX
FRANCE

Tel: 33 88 41 2000

Qty. Value (Valeur)

1 set \$200

Net Weight (Poids net)

56.9 oz.

Insured No. V-	Insured Amount US \$ none	SDR Insured Value xxx	Postage US \$ 21.85	Gross Weight 3 lb 9 oz
Check One: <input type="checkbox"/> Commercial Sample (Echantillon commercial)		<input checked="" type="checkbox"/> Documents		<input type="checkbox"/> Merchandise

Sender's Instructions in Case of Nondelivery
(Instructions de l'expéditeur en cas de non-livraison)

- ☒ Return to Sender (Renvoyer à l'origine)
NOTE: Item subject to return charges at sender's expense.
- ☐ Abandon (Abandonner)
- ☐ Redirect to Address Below (Réexpédier à):

Sender's Signature and Date (Signature de l'expéditeur et date)

[Signature] 6/11/2003

I certify that the particulars given in the customs declaration are correct and that this item does not contain any dangerous article prohibited by postal regulations.

Dispatch note, customs form, etc., documents enclosed

Notice to senders: Copy 4 of this customs declaration is filed at the post office for 30 days from the date of mailing.



LY917115894US

1611



TM

UNITED STATES POSTAL SERVICE®

WWW.USPS

— LEGAL MAIL —

LEGAL MAIL

United States Postal Service
Customs Declaration and Dispatch Note

Sender's Name and Address (Nom et adresse de l'expéditeur)

WARREN D. JOHNSON, JR.
53225-004 A3 LOW
FEDERAL CORRECTION COMPLEX
P.O. BOX 1031
COLEMAN, FLORIDA 33521

List of Contents (Désignation du contenu) Please Print

LEGAL PAPERS
(DOCUMENTS)



CP236307796US

Addressee's Name and Address (Nom et adresse du destinataire)

HONORABLE OSWALD O. SKIPPING
GOVERNMENT CENTER
GRAND TURK
TURK & CAICOS ISLANDS

COLEMAN FLOPPERS 333-1		List of Contents (Désignation du contenu) Please Print		
Insured No.	Insured Amount US \$	SDR Insured Value	Postage US \$	Gross Weight lb oz
V-	NONE		27.70	3 9
		Qty.	Value (Valeur)	Net Weight (Poids net)
		1 set	\$200	56.9 oz
		<input type="checkbox"/> Merchandise		

Sender's Signature and Date (Signature de l'expéditeur et date)

W.D. Johnson Jr. 11 June 2003

I certify that the particulars given in the customs declaration are correct and that this item does not contain any dangerous article prohibited by postal regulations.

Notice to senders: Copy 4 of this customs declaration is file at the post office for 30 days from the date of mailing.

Dispatch note, customs form, etc., documents enclosed

(Bulletin d'expédition déclaration en lettres)

PS Form 2976-A, Nov 1996
CP 91 (Old CP 5)
102555-99-B-0084

Country of Destination: (Pays de destination)

102555-99-B-2846

Copy 1 - Customs declaration

Bring your Global Priority Mail Package to a post office or call 1-800-222-1811 for pick up service. If your package weighs less than 16 ounces, you may deposit it in an Express Mail Collection box.



LY917115903US



1612

1612