6/23/24, 5:46 AM Gmail - Offers to Settle



Skyler <skylerzanth@gmail.com>

## Offers to Settle

1 message

M Anne Vespry <anne@vespry.ca>
Reply-To: M Anne Vespry <anne@vespry.ca>
To: Skyler <skylerzanth@gmail.com>

Fri, May 3, 2024 at 8:45 AM

Dear Mr. Zanth,

I have reviewed your most recent offer with my client and I have been instructed to provide you with a further counter offer. I am in the process of drafting that offer and will need to review it with my client before I can provide it to you, likely Friday evening.

Sincerely,

M. Anne Vespry
Barrister & Solicitor
Suite 642
99 - 1568 Merivale Road
Ottawa, Ontario, K2G 5Y7

Email: anne@vespry.ca

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## (no subject)

1 message

**Skyler** <skylerzanth@gmail.com>
To: The Wife <nmichinski@gmail.com>

Mon, Apr 29, 2024 at 9:01 PM

offer3.pdf 352K



## (no subject)

3 messages

Skyler < skylerzanth@gmail.com>

Mon, Jun 10, 2024 at 3:58 PM

To: M Anne Vespry <anne@vespry.ca>, The Wife <nmichinski@gmail.com>

Just got an interesting piece of mail today, which is a stark contrast from what you and Natashia have claimed in regards to the window loan. You and Natashia stated that I had to call in order to authorize and/or switch the account over to her, so she can continue making payments on it. The letter they just sent states the exact opposite. I expect this type of behaviour from Natashia but not from you and because of this any statement or claims, especially when it comes to myself having to do something, proof of its legitimacy will have to be provided regarding any statement or claim moving forward. No matter how big, or how small it is. To set up financeit as a new payee using account number LP764931 and pay as any other bill as of right now we are in arrears of 458.48 with a balance of 20,272.86, another piece of information that Natashia has stated a different claim about. If you want me to send you the letter as proof, I can. I just forgot it in the car.

M Anne Vespry <anne@vespry.ca>
Reply-To: M Anne Vespry <anne@vespry.ca>
To: Skyler <skylerzanth@gmail.com>

Mon, Jun 10, 2024 at 4:38 PM

Dear Mr. Zanth.

I certainly look forward to receiving whatever proof you wish to send.

M. Anne Vespry
Barrister & Solicitor
Suite 642
99 - 1568 Merivale Road
Ottawa, Ontario, K2G 5Y7

Email: anne@vespry.ca

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----- Original Message ----From "Skyler" <skylerzanth@gmail.com>
To "M Anne Vespry" <anne@vespry.ca>; "The Wife" <nmichinski@gmail.com>
Date 6/10/2024 3:58:17 PM
Subject
[Quoted text hidden]

**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Mon, Jun 10, 2024 at 4:44 PM

it states all you have to do is add them to as payee with the account number. I know Natashia has this account number, because she wanted the documents pretty bad when she was moving out, this piece of information was in that pile of documents. I got it to double check the account number needed to add them, as the letter was in my car. I'm just trying to figure how to submit my response online but as soon as I'm done I can go grab it.



## (no subject)

1 message

**Skyler** <skylerzanth@gmail.com> To: anne@vespry.ca

Wed, Apr 17, 2024 at 6:47 PM

Moving forward, if natashia has a question or needs something signed to go through my lawyer, till I have one any docs or question should be directed through you. When this was last asked of me from natashia I said like wise. But showed up randomly with no warning to sign something last night. If this happens again I won't answer her questions or sign any docs she wants. I've been complying with her wishes I thought and I would receive the same courtesy.



## (no subject)

1 message

**Skyler** <skylerzanth@gmail.com>

Wed, Apr 17, 2024 at 9:00 PM

To: anne@vespry.ca, The Wife <nmichinski@gmail.com>

I was expecting an answer in some form today, I guess I should have been more clear. After Natashia served me, we both agreed not to take anything off the premises unless we were both there, with that Natashia wanted the police on site. Coming home from work the next day I find out she took everything that she could, including the food. So I haven't eaten in 3 days now. Don't mistake this for being motivated to the point where I will take any deal. I'm also about to get fired from my job due to my car, as it takes a lot of fuel. With that being said, when can I expect an answer?



## (no subject)

4 messages

Skyler <skylerzanth@gmail.com>

Fri, Jun 21, 2024 at 8:00 AM

To: M Anne Vespry <anne@yespry.ca>, Jumper Cables <nmichinski@gmail.com>

My apologies Anne, I meant to include you in the last email, it wasn't my intention to exclude you. I forgot to double check the emails before sending it off because I don't want to only email natashia but both of you. Because I'll be including below this afterwards I'll bring up the other topic.

I've done a lot of self reflection since our break up, and I really want to become better. Even though I've never lied to you, I obviously have to prove it more through honest and trustworthy actions instead of just words that you don't believe in, and tell me I'm lying. To prove my pure and trustworthy heart, I'm having a buddy of mine return some stolen property that was here at the house. He's going all the way to Ottawa in a couple of days, and right in the neighbourhood of its rightful owner. It's too bad you left all those boxes of stuff you stole from the hospital. After all the self reflection, I was cleaning up in the basement and came across them, and it's only right that they be returned to who they belong to. I don't know if these items can still be used to help patients but some of them are still in its original wrapping so I'm hoping so, because that would be horrible that you stole items that could have helped someone's life.

I forget how many notices this is but were on the cusp of the house being repo'ed, I imagine. I have no way to phone them, so please don't tell me to call and authorize natashia for anything. Especially with everything coming to light during the separation, I'm sorry to say but I will not authorize natashia for anything unless ordered by a judge. So now that I finally have an email contact with financeit/snap financial I will let them know what's going on. Again due to natashias actions I still do not have a job. I know on the court documents this has been denied, but you know the truth of the matter, so either natashia can pay it like any other bill, or she can forward me the money and I will pay it. I did some leg work, before you mention she has to be authorized in order to pay, I had a friend of mine add the payee and pay 5\$ towards the account. That person has never lived here, had a bill here or anything. I know technology can be hard, that's why I'm offering to just send me the money and I can take care of it. As you can see in the email that was sent to me, there are no restrictions as far as paying it goes. Because this has been a sticking point for natashia, even though I had a friend do it, I will get confirmation from them as well.

Good afternoon Mr. Justin,

We would like to strongly urge you to take immediate action with regards to your account(s) with our office, FINANCEIT, previously from SNAP Financial, which currently shows a past due balance of \$687.72. Please note that your account is pending escalation, which may have a significant negative impact on your payment history with us. It is therefore imperative that you contact us immediately to make payment arrangements and avoid escalation of your account to a collection agency.

We must emphasize that time is of the essence in this matter. We require your immediate attention to avoid any further negative consequences. To discuss your account(s) and explore payment options, please contact us at 1-888-536-3025 ext 498 as soon as possible.

We understand that financial difficulties can arise, but we must stress the importance of addressing these issues promptly. Our team of experts is committed to finding a solution that works for you and we are confident that we can assist you in resolving this matter. Failure to act promptly, however, may result in further negative consequences.

To make online payments directly to FINANCEIT, please follow the steps below:

- 1. Login to your online banking and go to "Bill Payments" or "Pay Bills"
- 2. Select "Add New Payee"
- 3. Type in "Financeit"
- 4. For Account Number, please enter: LP764931
- 5. Add Payee

Once the payment has been made, please reply with a confirmation number of the payment.

Thank you for your prompt attention to this matter. We look forward to hearing from you soon.

Fri, Jun 21, 2024 at 9:20 AM

To: M Anne Vespry <anne@vespry.ca>, Jumper Cables <nmichinski@gmail.com>

The gentleman from financeit/snap was quick to reply, this is the question I had asked him.

Oh one thing, just in case she doesn't pay. Can I give a friend some cash, and they can add financeit as a payee and pay the bill for me?

reply:

Good morning Mr. Justin,

Yes you can definitely do that, just follow the instructions from the email I sent you. Kindly send us a confirmation once payment is made.

Thank you and I'm looking forward to your response.

So I don't know where you got your information from, whether someone gave you bad information or you're just coming up with false information to make me look bad, but I'd like the false information to stop. I have evidence that proves 80-90% claimed against me is false, so I'm just asking for it to stop.

Let me know if you need anything else or if you need me to make the payment, you can just e transfer the money to me. I just paid off a 3500 debt with rbc, so all my accounts are cleared with them and can once again take e transfers.

[Quoted text hidden]

#### Skyler <skylerzanth@gmail.com>

Sat, Jun 22, 2024 at 2:38 PM

To: anne@vespry.ca, nmichinski@gmail.com

The gentleman from finance it has emailed me twice since I last emailed you. Since my phone was cut, RBC dropped all my credit accounts so I had to get my account back to 0. After paying the 3500 just to gain access to my bank accounts again, I currently do not have the money for this. I've proved the information you provided to be false, in regards to paying it. Other than trying to make me look uncooperative in court, which I've always been cooperative, I don't understand why your being so uncooperative in this matter to the point of no response. I will be emailing him back today to let him know of your response, or lack of, and ask where we are in process in regards to repossession. Since you have tried to make me look so uncooperative when I wasn't, I'll make note of this and bring it up in court, what has it been 2 and a half months of uncooperative behaviour on this matter and fabricated information?

[Quoted text hidden]

#### Skyler <skylerzanth@gmail.com>

To: anne@vespry.ca, nmichinski@gmail.com

Sat, Jun 22, 2024 at 6:44 PM

Just got a response, he said there's no definitive date but we're close. My guess from that is, depending how I treat him in regards to response times and information given to him, its purely based on my interactions with him at this point. Knowing this, and still no response from either of you, I'll file a motion on monday to get this resolved. This obviously can't wait another 2-4 weeks to be taken care of on a court date.



## (no subject)

5 messages

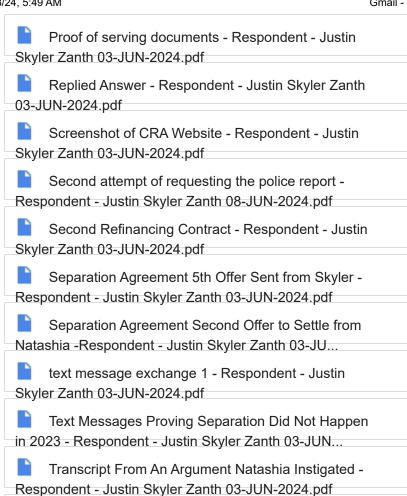
Skyler <skylerzanth@gmail.com>

Sat, Jun 8, 2024 at 7:06 PM

To: M Anne Vespry <anne@vespry.ca>, The Wife <nmichinski@gmail.com>

It's taken me a while to make an appointment to get my documents notarized, especially with no phone, because of the extra time I've had, I have updated my answer. I would like to ask for a prompt reply as my meeting with them is tomorrow. Attached also is form 6 for the required signature. have a great weekend

- 2019 Mortgage Commitment Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- All Emails Sent To Natashia During The Month Of May Respondent Justin Skyler Zanth 03-JUN-202...
- August 2023 Text Message Exchange Respondent Justin Skyler Zanth 03-JUN-2024.zip
- Contract For Oliver Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- Current Credit Score Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- Email regarding notification of filing Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- First Refinancing Contract Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- Form 06 Acknowledgement of Service (2).doc
- Gas Expeditures Proof Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- Gas Expenditurs Proof two- Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- Living Room Doors Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- May Emails Between Anne And Skyler and between Skyler and Natashia- Respondent Justin Skyler Za...
- Natashia Including Skyler As A Spouse Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- Original Purchase Agreement For Ashburn Rd Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- Proof of refusing to add money to joint account Respondent Justin Skyler Zanth 03-JUN-2024.pdf



#### 2 attachments

Form 10 Schedule A - Respondent - Justin Skyler Zanth 08-JUN-2024.pdf 343K

Form 10 Answer - Respondent - Justin Skyler Zanth 03-JUN-2024.pdf

Various other supporting docs of the home with a

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M Anne Vespry <anne@vespry.ca>
Reply-To: M Anne Vespry <anne@vespry.ca>
To: Skyler <skylerzanth@gmail.com>

Sat, Jun 8, 2024 at 7:54 PM

Dear Mr. Zanth.

A prompt reply to what, exactly.

Note: Form 6 was not attached.

#### M. Anne Vespry

Barrister & Solicitor Suite 642 99 - 1568 Merivale Road Ottawa, Ontario, K2G 5Y7

Email: anne@vespry.ca

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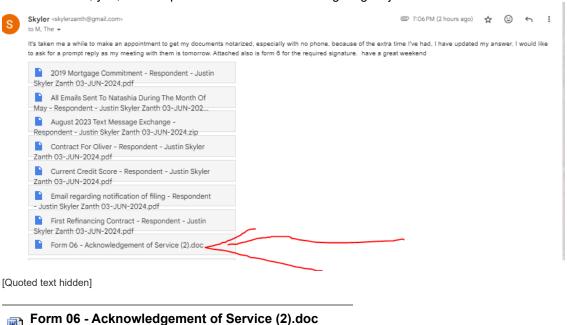
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----- Original Message ----From "Skyler" <skylerzanth@gmail.com>
To "M Anne Vespry" <anne@vespry.ca>; "The Wife" <nmichinski@gmail.com>
Date 6/8/2024 7:06:28 PM
Subject
[Quoted text hidden]

**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Sat, Jun 8, 2024 at 9:36 PM

It was attached, yes, see the picture below. I'll be attaching it again just in case.



26K

**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Sat, Jun 8, 2024 at 11:17 PM

if there is an issue I'd be more than happy to help out, and send you everything again. Also since it was never answered, I'll ask here again. You said Natashia could not serve me, so why was she present? Also since it was the exact same paperwork you served me the week before, was there a mistake in what was served? If there wasn't a mistake, why did I get served again since the acknowledgement to service I signed the week before satisfied the requirements? [Quoted text hidden]

**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Sun, Jun 9, 2024 at 3:13 PM

I'm meeting with them in about an hour or so, they said I needed the acknowledgement of service for this meeting. Would you be able to send it over to me when you have some free time?

[Quoted text hidden]

https://mail.google.com/mail/u/0/?ik=21b82fd132&view=pt&search=all&permthid=thread-a:r-292998861125238967&simpl=msg-a:r103890319993268...



#### ACCOUNT LP764931 - J. ZANTH

3 messages

**Lamia Miah** <a href="miah@financeit.io"> To: skylerzanth@gmail.com</a>

Tue, May 28, 2024 at 12:29 PM

Hello Justin,

Please be advised your account is currently past-due.

The arrears on the account are\$458.48. Please confirm when we can process this to the bank account on file or call our office to discuss alternate arrangements.

If you have any questions, I will be available until 5:30pm EST today.

\_\_

Regards,

#### Lamia Miah

Collections & Recovery 1 888 536 3025 (ext 499)



8 Spadina Ave, Suite 2400, Toronto, ON M5V 0S8

#### E. & O. E.

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**Skyler** <skylerzanth@gmail.com>
To: The Wife <nmichinski@gmail.com>

Tue, May 28, 2024 at 12:39 PM

notice number 4

[Quoted text hidden]

Skyler < skylerzanth@gmail.com>

Thu, Jun 6, 2024 at 7:26 PM

To: Lamia Miah < Imiah@financeit.io>

Im in the middle of separating with my spouse this was supposed to be taken care of, I want to confirm that it has been. [Quoted text hidden]



## Addendum to offer

2 messages

Skyler <skylerzanth@gmail.com>

To: anne@vespry.ca, The Wife <nmichinski@gmail.com>

Thu, Apr 18, 2024 at 3:47 AM

Kind of a must due to Natashia's track record and is non-negotiable as this has already been agreed upon by both us; Starting immediately, Natashia is not to remove any material objects / belongings / items / machine / appliance / not even a screw driver off our property without me being there, which she has already agreed to. With that, I will continue holding my part of that agreement as well. If Natashia breaks this agreement, again, she forfeits all material belongings that we have yet to discuss. The only objects we have discussed thus far were mentioned in the original offer. Once broken, anything not returned within 24 hrs will be reported stolen and a claim will be submitted to small claims court. For reference:

"We had already agreed that I would be taking the king size bed and buying the frame off of her, she would be taking the other bedroom set, I will be taking the tv and couch, everything in the office aside from her dresser would be mine but that's as far as it went when discussing this matter."

Natashia needs to be held accountable for her actions; she cannot just continue to make agreements in this separation that mean nothing to her, and who has continuously broken them. None of the appliances have been discussed so far, and if the mention of buying material things with ones money. She can't prove it was her money as my money goes straight into her accounts, She controlled the finances, are you to tell me she can just go out use my money and claim that its hers? No, that makes no sense, with that logic that means i can take everything else that is in this house, because since our money was in complete control of her, whatever bought could have been bought with my money as well. This logic is flawed, and we will be breaking down who gets what.

Skyler <skylerzanth@gmail.com>

To: anne@vespry.ca, The Wife <nmichinski@gmail.com>

Thu, Apr 18, 2024 at 4:20 AM

I forgot to mention, because things keep disappearing while I am at work, moving forward anything removed the property will be reported stolen. As Natashia has left the property entirely with all of her belongings along with items yet to be discussed belongs to who in the relationship, and has not spent a night here since serving me, there is no need for her to come to take things until an offer is accepted. Which is more than fair.



## Follow up to Agreement/Offer

3 messages

M Anne Vespry <anne@vespry.ca>
Reply-To: M Anne Vespry <anne@vespry.ca>
To: Skyler <skylerzanth@gmail.com>

Mon, Apr 22, 2024 at 9:16 PM

Dear Mr. Zanth,

No competent lawyer would recommend that their client should accept your "offer". Perhaps if you consulted with legal counsel they could assist you in drafting something that could at least be used as a point to start negotiation.

If you are unwilling to negotiate in good faith -- and bombarding counsel with innumerable repetitive emails is neither negotiating nor acting in good faith -- I see no recourse but to recommend to Ms. Michinski that she bring this matter to Court.

Sincerely,

M. Anne Vespry
Barrister & Solicitor
Suite 642
99 - 1568 Merivale Road
Ottawa, Ontario, K2G 5Y7

Email: anne@vespry.ca

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**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Mon, Apr 22, 2024 at 11:10 PM

sorry for the emails, i was just trying bring up valuable points. I cannot afford a lawyer, due to the financial situation I'm in and will not be able to obtain one for the entirety of this matter. I'll use your offer as a template and remake my last offer for you.

[Quoted text hidden]

**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Tue, Apr 23, 2024 at 12:41 AM

Here is the counter offer.

[Quoted text hidden]

offerPDF.pdf 348K



## Michinski and Zanth Separation

7 messages

M Anne Vespry <anne@vespry.ca>
Reply-To: M Anne Vespry <anne@vespry.ca>
To: Skyler <skylerzanth@gmail.com>

Fri, Apr 19, 2024 at 11:00 AM

Dear Mr. Zanth,

Please be aware that your "offer" is not accepted, and there are currently no agreements on the table.

Ms Michinski and I have discussed making an offer to settle, and I will be drafting one shortly. In the meantime, I would suggest that if you honestly "I just want this to end and move on with my life." you should be preparing to move out so that the house can be cleaned, prepared, and listed for sale.

Sincerely,

## M. Anne Vespry

Barrister & Solicitor Suite 642 99 - 1568 Merivale Road Ottawa, Ontario, K2G 5Y7

Email: anne@vespry.ca

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# **Skyler** <skylerzanth@gmail.com> To: M Anne Vespry <anne@vespry.ca>

Fri, Apr 19, 2024 at 11:01 AM

In response to the no agreements on the table, are you serious? Or did you not see my last email. [Quoted text hidden]

**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Fri, Apr 19, 2024 at 11:05 AM

This is proof we have agreements in place already. And I will be sure if natashia makes any more agreements without you she will be signing for them. This is insane.



**IMG\_20240419\_110407.jpg** 129K

**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Fri, Apr 19, 2024 at 11:19 AM

This just helps my side of the case and proves the lies and deceit from natashia. I don't know if she didn't tell you or you both are trying to achieve some angle that I'm not currently seeing, it doesn't matter, but we have agreements already in place. I have up help everything I have agreed with natashia we made without you. Oh and I forgot about two other items we have agreed on already of material objects, I was also supposed to take the bbq and the coffee maker. Which are still both at the house, but she took all the coffee which reinforces my statement.

[Quoted text hidden]

M Anne Vespry <anne@vespry.ca>
Reply-To: M Anne Vespry <anne@vespry.ca>
To: Skyler <skylerzanth@gmail.com>

Fri, Apr 19, 2024 at 11:21 AM

Dear Mr. Zanth,

For greater clarity: No **open** agreements. Ms. Michinski had the dog, you had the rings, that agreement is completed. If the dog runs away, Ms. Michinski does not get the rings back. If you lose the rings, you don't get the dog back. That exchange is over and done. There are currently no offers or open agreements on the table.

Sincerely

M. Anne Vespry
Barrister & Solicitor
Suite 642
99 - 1568 Merivale Road
Ottawa, Ontario, K2G 5Y7

Email: anne@vespry.ca

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----- Original Message ----From "Skyler" <skylerzanth@gmail.com>
To "M Anne Vespry" <anne@vespry.ca>
Date 4/19/2024 11:05:25 AM
Subject Re: Michinski and Zanth Separation

[Quoted text hidden]

**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Fri, Apr 19, 2024 at 11:24 AM

Correct, there are no agreements currently to be negotiated other than the offer I sent to you. But there are agreements we made without you, and yes if the rings were stolen I will not be looking to take Oliver back but I will be submitting a police report, on Monday.

[Quoted text hidden]

**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Fri, Apr 19, 2024 at 6:58 PM

Natashia was here again today, so III have to take another video and catalog what's missing. I'm trying to make things easy and with how the rings are now missing I'm asking for agreement that has nothing to do with the offer. Now you can make me do the research but by doing that I might find other laws that support my case even more while researching on what notice to file or we can come to an agreement that natashia, since she hasn't slept at the property in over two weeks since this started and things shes signed off on are missing, does not enter the property untill an offer is accepted. This leaves her less liable for things in the event something goes wrong here at the property, like if the house is broken

into. As well as I get the peace of mind she's not taking anything of mine that we already agreed upon. Let me know what you think.



## Michinski and Zanth separation

13 messages

M Anne Vespry <anne@vespry.ca>
Reply-To: M Anne Vespry <anne@vespry.ca>
To: Skyler <skylerzanth@gmail.com>

Wed, May 29, 2024 at 10:31 PM

Dear Mr. Zanth,

Please be aware that my client cannot pay the bill for the windows until you contact the company and give them your authorization for her to deal with them. Forwarding the bills sent to you by the financing company does not accomplish this. You must actually communicate with them directly.

Should you have need of a pest exterminator, I would suggest that you hire one yourself or vacate the house so that my client can inspect and -- if necessary -- ensure that an exterminator attends to deal with any wildlife present.

Finally, I have sent a process server to deliver the attached documents. You have refused, on three occasions, to answer the door and accept service. Given your expressed desire to proceed to family court, I would have expected you to welcome these documents. As such, I have attached Form 6 - Acknowledgement of Service. Sign, date, and return the Acknowledgement to me and you will be able to complete and file the Answer (blank attached) so that you can inform the Court of your side of the story. Please note that if you do not return the Acknowledgement and I need to bring a motion for substitute service I will at the same time seek an Order that you cover my client's costs.

Sincerely,

M. Anne Vespry
Barrister & Solicitor
Suite 642

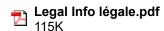
99 - 1568 Merivale Road Ottawa, Ontario, K2G 5Y7

Email: anne@vespry.ca

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#### 5 attachments





First Appearance Zoom Info Updated.pdf

Form 06 - Acknowledgement of Service.doc 26K

Form 10 - Answer.doc 96K

I did not refuse to answer the door, i was either asleep or not home. You could have just given them to natashia to give to me, she comes over regularly and starts or tries to start fights with me. For example she came over today and tried to start a fight with me. I will go over these documents, fill them out and send them back to you.

[Quoted text hidden]

Skyler <skylerzanth@gmail.com>

Thu, May 30, 2024 at 10:00 PM

To: M Anne Vespry <anne@vespry.ca>

after reviewing it, it might take me a day or two to fill it out since it was not filled out in good faith and have proof on some of the things that are claimed against me.

[Quoted text hidden]

M Anne Vespry <anne@vespry.ca>

Thu, May 30, 2024 at 11:18 PM

Reply-To: M Anne Vespry <anne@vespry.ca>

To: Skyler <skylerzanth@gmail.com>

Dear Mr. Zanth,

As per the Rules of Family Court, service of an application cannot be made by the applicant themselves. So. No. I couldn't just give them to Natashia to give to you.

Sincerely,

#### M. Anne Vespry

Barrister & Solicitor Suite 642 99 - 1568 Merivale Road Ottawa, Ontario, K2G 5Y7

Email: anne@vespry.ca

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----- Original Message -----From "Skyler" <skylerzanth@gmail.com> To "M Anne Vespry" <anne@vespry.ca> Date 5/30/2024 9:51:13 PM Subject Re: Michinski and Zanth separation

[Quoted text hidden]

Skyler <skylerzanth@gmail.com> To: M Anne Vespry <anne@vespry.ca> Fri, May 31, 2024 at 10:15 AM

Here is the signed acknowledgement, you should be receiving the answer at some point today or tomorrow.

On Wed, May 29, 2024 at 10:31 PM M Anne Vespry <anne@vespry.ca> wrote: [Quoted text hidden]



Form 06 - Acknowledgement of Service (1).pdf 209K

Skyler <skylerzanth@gmail.com> To: M Anne Vespry <anne@vespry.ca>

Sat, Jun 1, 2024 at 12:06 AM

As promised here is the answer.

[Quoted text hidden]

#### 2 attachments



**20240531\_037105\_form-10-en.pdf** 132K



new form10.pdf 12747K

M Anne Vespry <anne@vespry.ca>
Reply-To: M Anne Vespry <anne@vespry.ca>
To: Skyler <skylerzanth@gmail.com>

Sat, Jun 1, 2024 at 9:48 PM

Dear Mr. Zanth,

Please ensure that you file your Answer with the Court. The process for doing so is explained by the Ontario Government here: https://www.ontario.ca/page/file-family-court-documents-online

Sincerely,

### M. Anne Vespry

Barrister & Solicitor Suite 642 99 - 1568 Merivale Road Ottawa, Ontario, K2G 5Y7

Email: anne@vespry.ca

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----- Original Message ----From "Skyler" <skylerzanth@gmail.com>
To "M Anne Vespry" <anne@vespry.ca>
Date 6/1/2024 12:06:10 AM
Subject Re: Michinski and Zanth separation

[Quoted text hidden]

**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@yespry.ca>

Mon, Jun 3, 2024 at 5:06 AM

I forgot to ask, can you send back the acknowledgement signed, thank you.

[Quoted text hidden]

#### 3 attachments



Form 06 - Acknowledgement of Service.doc 26K



form1001PDF.pdf 12754K



**form1002.pdf** 132K Reply-To: M Anne Vespry <anne@vespry.ca>
To: Skyler <skylerzanth@gmail.com>

Dear Mr. Zanth,

Please see attached.

#### M. Anne Vespry

Barrister & Solicitor Suite 642 99 - 1568 Merivale Road Ottawa, Ontario, K2G 5Y7

Email: anne@vespry.ca

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----- Original Message ----From "Skyler" <skylerzanth@gmail.com>
To "M Anne Vespry" <anne@vespry.ca>
Date 6/3/2024 5:06:37 AM
Subject Dev Bol/2l Michigaki and Zouth ag

Subject Re: Re[2]: Michinski and Zanth separation

[Quoted text hidden]

7~

Form 06 - Acknowledgement of Service.pdf

M Anne Vespry <anne@vespry.ca>
Reply-To: M Anne Vespry <anne@vespry.ca>
To: Skyler <skylerzanth@gmail.com>

Mon, Jun 3, 2024 at 11:47 AM

My error, previous version unsigned. This copy is signed.

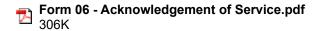
#### M. Anne Vespry

Barrister & Solicitor Suite 642 99 - 1568 Merivale Road Ottawa, Ontario, K2G 5Y7

Email: anne@vespry.ca

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----- Original Message ----From "M Anne Vespry" <anne@vespry.ca>
To "Skyler" <skylerzanth@gmail.com>
Date 6/3/2024 9:30:46 AM
Subject Re[4]: Michinski and Zanth separation



Skyler <skylerzanth@gmail.com> To: M Anne Vespry <anne@yespry.ca> Thu, Jun 6, 2024 at 6:23 PM

I'm confused, why am I being served for the third time? It seems like its all the same paperwork when I signed off on the acknowledgement, or am I missing something?

There was the delivery person you told me about the first time, then you served me by email, which I signed off on. And now someone just came by, with Natashia to serve me again?

[Quoted text hidden]

Skyler <skylerzanth@gmail.com> To: M Anne Vespry <anne@vespry.ca>

Thu, Jun 6, 2024 at 6:25 PM

Never mind, I see the change in the table of contents after comparing the two more carefully. [Quoted text hidden]

Skyler <skylerzanth@gmail.com> To: M Anne Vespry <anne@vespry.ca> Thu, Jun 6, 2024 at 6:49 PM

I obviously need a coffee, because I was right the first time. There's not a single word that's different, did they give me the wrong paperwork? Because obviously any changes made to the table need to be given to me. Even her signature is a mirror image to what I have already signed off on a week ago. I just wanted to let you know because this just seems weird how its the exact same paperwork. Unless this was Natashia trying to intimidate me, because she was also here. Didn't you say she couldn't give them to me? She didn't physically hand it to me, but it's the same she was here. Anyway, I just wanted to let you know just in case the wrong paperwork was given to me so we can rectify this.



### Michinski and Zanth: Offer to Settle

12 messages

M Anne Vespry <anne@vespry.ca>
Reply-To: M Anne Vespry <anne@vespry.ca>
To: Skyler <skylerzanth@gmail.com>

Sun, Apr 21, 2024 at 2:28 PM

Dear Mr. Zanth,

Please see the attached.

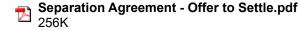
Sincerely,

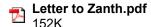
M. Anne Vespry
Barrister & Solicitor
Suite 642
99 - 1568 Merivale Road
Ottawa, Ontario, K2G 5Y7

Email: anne@vespry.ca

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#### 2 attachments





**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Sun, Apr 21, 2024 at 10:03 PM

This offer is great and all, but Natashia has pushed me around, abused me and so much more during our relationship. A health issue I had, seems to have gone away, a week and half after our separation. I want to move on so bad but with saying that I'm not interested in being taken advantage of one last time. You don't have to comment but you can see just from the information gathered during this separation that she has a history of doing so. And she almost gotten away with stealing my % of ownership of the house. I can provide in depth explanations or resources if needed. And this is coming from a completely different angle than previous. We were going to get married and had plans too, we have engagement and wedding rings that she seems to be extremely attached to. And I'm not ashamed of this because of how she treated me, but I'll attach a voice recording that I sent to her on Feb 28th of this year because I was driving at the time and didn't want to text. Gives you a little glimpse into our life. I would listen to it last, if I were you, even I couldn't listen through the enti

Everything - Wednesday at 6-24 p.m..m4a

Everything - Wednesday at 6-24 p.m..m4a

re thing because of how painful it was to hear.

#### In regard to:

If you continue to reside in the house without contributing to the upkeep, Ms. Michinski reserves the right to charge occupation rent, and to reduce any payout to you based on the time that you remain in the house.

She supported the both of us towards the end of our relationship and the settlement can end at any time if she decides to take my fair offer or present a fair offer. Currently the counter offer you presented is not fair. How come this is not in the offer? It's not court ordered or anything. I deny this statement and I would love to see this be accepted in court because it would not be, given the circumstances of our relationship when we were together.

I do not have a lawyer.

Skyler has possession of the white Chrysler 300. From the date of this agreement, Skyler will insure the vehicle.

Skyler has possession of a cell phone. From the date of this agreement Natashia will cancel the account and Skyler will transfer the phone to his own plan.

Spousal support, both parties meet the requirements respectively for Natashia to pay spousal support because she can afford it since she makes 100k a year. If you need proof of how I qualify. Just ask Natashia what she did to our joint account prior to her vacation and the state she left me in. And don't worry I will try to get out of that spousal support quickly. In the event she refuses to tell you the truth let me know and I can get the banks records on the account and inform you of what happened and how she ensured that I would be kept in a vulnerable state during these negotiations. She abused me mentally which affected my performance at work, along with finding out about my mental disability, lead to instability in jobs. Which, again, can be proven because at the beginning of our relationship I was making more than her and had planned to continue doing so due to always pushing myself to be the best. The only reason I found out about my mental disability was because I was let go of a quarter million dollar a year job. I can send you proof of employment before and after to back this.

This was already agreed upon: Skyler currently has possession of the following items in the family home, and is expected to take them with him when he vacates:

- (a) King size mattress and frame
- (b) Tv, fire cube
- (c) Couch
- (d) His desk, computer, and office chair
- (e) Coffee table
- (f) Shag rug from living room
- (g) BBQ
- (h) Nespresso machine
- (i) Bow flex
- (i) Red set of pans
- (k) Dish set
- (I) Bedroom set (dresser and 2 end tables from master bedroom)
- (m) Towels from main floor bathroom

To note: I find it weird that she even admits to the rings not being in my possession.

As far as remaining material objects go, my paycheck went into a joint account which she controlled where all money went, when it left the account it's not like I gave her actual cash for it to be easily divided. It would virtually be impossible to define whose money was whose whenever she paid bills or purchased anything or even if it is, she could have used all my money towards bills and all of hers towards material objects. On both cases it is unfair for her to think everything is hers and for it to be fair for both parties we should go over each item and discuss who gets what or another way to look at it because she controlled the finances she could simply claim every thing is hers but with that logic everything would be mine too.

As far as the damaged credit this would be easy to calculate because it would take between 4-5 years to repair the damaged score with no debts currently in place. So, the interest on a phone bill, and two high interest loans like the car I have. Whatever that interest comes up to split in half for each party.

The value of the home will be what it sells at, in regard to the current mortgage and any other amounts claimed by Natashia please send me any documents proving the amounts claimed. Before a sale offer is accepted on the home both parties have to agree on the offer. She fraudulently had the home put in her name, if she agrees to 200,000 because it seemed "reasonable" to her, this would not be acceptable. And same the other way around if the house sells for more than 540,000, she keeps the remainder? No, all debts, that were incurred during the relationship, to be paid first before the equal division of any funds.

#### Again;

An equal division of assets after all debts paid that were incurred during the relationship -- Constructive trust, pretty self-explanatory again this is yet another angle in addition to the first i explained. I can break down the debts if needed, but natashia is fully aware of them.

If needed I can provide resources, proof or dive into each one. As well as I have already provided some documents backing what I have talked about. For example, if you need bank statements, credit records or anything if you believe me to be dishonest, I will be more than happy to provide them. You'd notice that's it's almost the same as the original offer because you have to admit my offer coming out of the gate was the most realistic and fair a deal could be for both parties. I didn't take natashias route and say the house wasn't hers.

I'm going to speak openly for the next little bit, and you don't even have to tell Natasha about this part. The offer put forth by Natashia is ridiculous. If you need proof of what I have told you so far, again just tell me. Actually, I will start working on that right away, in case you ask for it. When you told me to start packing because of the offer you were making, I was expecting it to be a lot fairer. Your client has not helped you or your case against me in so many ways. Especially with the actions that she has done in the separation alone, you see it. If it comes down to a show of character, her character doesn't look that great. From how she emptied our bank accounts and left me with \$0 before she left to go on her vacation. Coming back to immediately serve me without saying hi how's it going like nothing she knew exactly what she was doing because she wanted to win. She was hoping that without legal counsel that I would just crumble at first sight and run. Without legal counsel I'm a lot more vulnerable to a lot of things but she planned it that way. She made agreements with me from the get-go that have been broken every step of the way. The Sunday night, 2nd night of our separation, we made agreements that we wouldn't take anything off the property with without the other one being there, she broke that the very next day, I can prove it and have video evidence. Not for actually in the ACT but stuff missing every day which leads me to my next point, the rings are missing. She's been coming to the property everyday taking things, and the list of suspects isn't very long and we have a signed agreement that those rings were mine so you have to admit she's not only detrimental to your case but she's damaging it every day as each day passes and each action that she does breaking agreements, stealing things means that your percentage of winning and chances of, become less and less. I've proven my case from multiple angles, I can prove she's been planning this for years in court even if she hasn't. I truly do not know if she's been planning this for years or at the end of the tunnel, she just looked to take advantage of the situation but given her actions leading up to serving I'm guessing she has been planning all of this. Because you can look at it one way, during the years she slowly put her name on my accounts and took my name off year after year because at the beginning virtually everything was in my name. Now she said she was just looking to pay the accounts when I was depressed, etc, why go through all the trouble switching the names over when you could literally just take my log in details and just pay them and make sure they're paid. No, she swapped over the accounts completely into her name hoping that when we go through the separation that she tries to prove that the property is entirely hers, but you know how the case looks you don't have to admit it to me but with the criminal charges that I would be laying against her, you have to admit they have a pretty good chance at sticking. If I were her, I would have took the first offer that I gave her months ago before separation during an argument, as couples do, she said something that sparked me to respond I can't remember what she's said but anyways doesn't matter but I had let her know, it would be more advantageous for you if you didn't lawyer up and we would split up everything 50/50 down the middle let's be done with it move on with our lives. But then I looked at her and said if you do lawyer up, I know what you're going to do you're going to try to take me for everything that I have and try to leave me with all the debts which is exactly what she did by serving me the notice. That's another point and show of character, she's literally tried to steal my % of ownership of the house, anyways do with this what you will but I don't want to go to court so you should advise your client to take the deal because those charges could stick, and she could be going to prison or at the very least have a criminal record. With a record I don't think she can work at the hospital anymore. When we go to court because of the way Natasha's orchestrated the separation and the way she left me with absolutely no money, or food, gas or anything even prior to the separation. This left me vulnerable in regards of the case because I can't even afford legal counsel but before a judge because let's be real there's going to be a side that's favored and a side that's not. Coming out of the gates my sides probably going to be favored due to the circumstances the opposing party created. She tried to bully me to try to get me to pick up my stuff and run and just leave without anything and get away with stealing 100's of thousands of dollars. The court case hopefully, I would have more leeway, I don't have the same knowledge as you, the same work experience, I've never studied law or practiced it. She's proven her malicious intent from the get-go, I don't think the judge would view that in a favorable way especially since my first offer coming out of the gate was so fair for both parties. I just want what's right for both parties, I'm not trying to get away with anything, I'm not trying to screw her over, nothing, just what's fair in regard to our situation because we intended to get married and went about our lives as if we were. Even after how she ended it, she closed the joint bank account and cleaned it out, she left me with \$0 and the following day while I was at work after we agreed that no one would take anything she literally took all the food in the house, just to give you an idea how cruel she is. You're a smart woman, you know you're going to have an uphill battle the moment we go to court I don't mean to offend you in any way from saying this but because of her actions and everything else taken into account but you're probably not going to win in court. I'm not going to tell you what to do, but personally I don't think it's wise for Natasha to go to court. If you want to say you were able to negotiate me down, I'm willing to take off the material objects, aside from everything remaining in the house so you can still look good in front of your client in exchange for 7500. She has come here every day and left with things, for two weeks she has done this, she even went as far as taken my soap out of my bathroom. I don't think it could get any pettier than that. What else is there here that she could possibly want? I've noticed she has even gone through all of my things to ensure she takes

everything she wants.

Because I do not have a lawyer, due to the circumstances that were forced upon me i can add to this offer incase i miss anything before it is responded to. Along with my mental disability, this is not unreasonable.

Also, what is the answer to my email i sent late friday or saturday? I'm literally looking out for her. [Quoted text hidden]

Everything - Wednesday at 6-24 p.m..m4a

Skyler < skylerzanth@gmail.com>

Sun, Apr 21, 2024 at 10:35 PM

To: M Anne Vespry <anne@vespry.ca>

also there were no funds, ever, transferred to me for the sale of the house, which further proves my case. If i were to sell someone my portion of any property, to natashia or any other entity, i would expect to be compensated. [Quoted text hidden]

Skyler <skylerzanth@gmail.com>

Sun, Apr 21, 2024 at 10:56 PM

To: M Anne Vespry <anne@vespry.ca>

Also to note against the charging me rent, I have seen countlessly the amount of times where the males name wasnt on the title and was not legally able to be charged rent. Nevermind the unique circumstances of this case, where the house is both of ours, along with other reasons.

[Quoted text hidden]

Skyler <skylerzanth@gmail.com> To: M Anne Vespry <anne@vespry.ca> Sun, Apr 21, 2024 at 11:27 PM

Another note, if the house was truly not mine and was hers and hers alone, she wouldn't have left. Like that's the most absurd thing I have ever heard of. Her actions even prove that the house belongs to both of us. If this was just her house. and with her being gone, not that i did this, but i could trash the house. No, the house is both of ours and she obviously trusts me to not trash my own house by leaving and taking everything she thinks is hers. She left 2 weeks ago and has not spent a night here since. No person would do that, unless they too truly believed that the house was both of ours. No one would leave their house, and leave their ex-spouse behind unattended in their house for weeks on end and without a definitive date in the future of when they were coming back. Her actions prove this. There's obviously a level of trust between us that I wouldn't do anything malicious while she's gone, just like there was a level of trust between us the last time we refinanced the house to pay off debt to better our lives, well I was trusting her about that. Anyways again I don't want this to go further please tell her to give a more fair offer next time around, I checked with a friend who works at a hospital and she wouldn't be able to keep her job with a record. I wish her all the best and I hope she meets someone again who makes her happier than I did and all but I'm not looking to destroy her career. I've checked spousal abuse laws, there are several scenarios that are met and can be proven. I haven't looked into criminal law yet, but trying to steal 100's of thousands of dollars, probably met the criteria and I will be making a private prosecution if we go to court. Please for the love of god, have her present a more fair offer. Lets just end this, stop making me research law I dont want to learn about this stuff. I just want to move on and forget about her and forget what she is trying to do to me in the final moments of our relationship.

#### Other notes:

Spousal support applies to partners who are married. It also applies to partners who are not married as long as they have:

lived together for at least 3 years

The court looks at a number of things when deciding if spousal support must be paid. These include:

the needs and financial situation of each partner

the length of the marriage or relationship

the effect of these roles on each partner and their current financial position

[Quoted text hidden]

Skyler <skylerzanth@gmail.com>

IVI

Mon, Apr 22, 2024 at 1:25 AM

To: M Anne Vespry <anne@vespry.ca>

Currently these are the balances Natashia is trying to leave me with: RBC Chequing 1791.11 Credit line 8059.02

Scotia Bank LOC 42104.02

Scotia bank visa 182

whatever the car loan is. To note on this, we put her car onto the mortgage the first time around like this was how flexible and willing I was to help her and her debt situation, shes the reason why we even refinanced the first time.

The reason Natashia doesn't have more debt now is because we both agreed to tarnish my credit rating in the event of needing something substantial if something were to happen in our life. This debt was not here before we moved into our house, at that point we were already together for years. If this was only 1000, i wouldn't push as hard or I would just eat it. When she was in control of the finances she could have paid my debt down more but she didn't, this is why Natashia doesn't have much debt right now, if any. She had access to pay all of my accounts easily, I can even prove this with bank records. At what, 55k, shes trying to stick me with the bill and take all the funds from the house? Again come back with an agreement to my offer or a more fair offer.

[Quoted text hidden]

Skyler <skylerzanth@gmail.com>

Mon, Apr 22, 2024 at 1:27 AM

To: M Anne Vespry <anne@vespry.ca>

I've been helping pay off her debt for years since we tied it into the mortgage, like I can't believe she even has the heart to try to do this to me.

[Quoted text hidden]

**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Mon, Apr 22, 2024 at 2:18 AM

That's why it's ALL debts incurred during the relationship, after that first refinancing neither one of us had debts. So by this time we had been in our house for years, and I've been paying her debts ever since then. As far as the house and dividing the funds after debts have been paid, your going to have a pretty hard time convincing me to take that off the agreement. This is what I mean by how she can end the negotiations immediately, her thought process is so unrealistically unfair it's even hard to comprehend where she's coming from, personally I can't. There's not a scenario that I can think of, where she's actually entitled to what she says she is and I truly believe she doesn't actually think she's entitled to it. It would take me years to financially get over this, and she just walks away with thousands and thousands of dollars in the black? No one would ever look at these negotiations and say, 'thats fair'. I can't remember if this was in the offer but, I'm going to state it here again:

All debts to be paid off before the equal division of any funds from the sale of the house. We both have to agree upon the sale price once an offer has been made on the house and we are not agreeing on a predetermined price, the market will dictate the price.

Now you see why I'm motivated to go to court? A part of me wants to get back at her and lay charges, but a larger part of me wants nothing to do with her which is why I want this done now. I'm a very positive person, and I wish no harm on anyone and when the thought of her not being able to work at the hospital anymore because of this, I just really do hope she just takes my deal. I don't want to lay those charges, I just want us both to move on without one negatively affecting the other after the relationship has concluded, which is why I wrote the offer the way I did. It's fair, and we all can agree that she's taking advantage of the situation, or trying to. Lets stop this being disingenuous about the situation, do the right thing which is concluding this fairly... and move on.

**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Mon, Apr 22, 2024 at 10:24 AM

I forgot to mention when natashia put me on her benefits she told me not to get the plan from my work. Technically speaking the separation isn't done yet I forget how much time that is I saw the law somewhere. She has already taken me off of her insurance and now have no medication, due to her actions of making sure I have no money and prematurely removing me from her insurance plan. If memory serves me correct according to law it was a lot longer than 2 weeks.

Let me know in regards to the other agreement I inquired about. To protect natashia so she isn't liable if anything happen here at the property she doesn't get in trouble. In the offer there was already something in there but I want it agreed upon immediately. For the remainder of the negotiations natashia is not to come on to the property without notice and with out me being here. She can come if I'm here and gives me warning either through you or she can text me if it's super important.

Because she has my dog who used to oversee the property and over 5k is stolen I will be here at the property till we have an agreement on this. I get paid pennies and what I get paid on a daily basis if I don't make a sale doesn't even cover my gas.

[Quoted text hidden]

**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Mon, Apr 22, 2024 at 11:33 AM

These are some of my notes, I can make them more structured if you would like, there are several points I haven't even talked about yet. I'm hoping this shows Natashia that I'm not joking about the things in my offer. As you will notice I have yet to study criminal law. Hopefully I do not need to study this but will if my offer is not accepted or the next counter offer is countered. As I said previously, I'm not interested in being bullied, pushed around, taken advantage of or being forced to end negotiations early, I've talked about this before but because of the counter offer I have to talk about it again. Please refrain from this. as I do not have legal counsel, it might just be another case for you but with the abuse I was put through I will not stand for this anymore. If you are unsure of what I'm talking about;

If you continue to reside in the house without contributing to the upkeep, Ms. Michinski reserves the right to charge occupation rent, and to reduce any payout to you based on the time that you remain in the house.

Again I forget what the timeframe is to legally separate, but it for sure isn't 2 weeks. These negotiations are moving at such a pace that is unheard to me, or anyone else that I talk to about this. You will not force me to make a bad decision with these tactics, if anything puts me even more on the defensive and more suspicious and want to take my time even more in regards to a decision. Again, this could all end with accepting an offer or presenting a fair offer, so that statement of rent is ridiculous. In the event of this taking a year or more, you still can't charge me rent when I live in my own home and given the circumstances of our relationship. As Natashia is trying to financially ruin me, no judge will accept this motion, with the previously mentioned. There is a history of abuse just within the separation alone, unjustly served notice of no trespass in my own home, continuous attempts to rush me into making a decision or trying to force me to make a decision, among others. Another example: I'm forced to stay at home incase natashia comes and takes, the little i have left, anything else of value from me that she has even admitted was mine, in the offer alone she admits to things being mine. Again I'm expecting a lot more fair decisions this time around. Because if she were completely legally justified to her claims, we would already be in court by this point, given the overall speed at which this went.

#### SPOUSAL SUPPORT

Spousal support is money paid by one partner to the other after they separate or divorce. It is not an automatic right. A partner might have the legal right to support if they were:

#### married

a common-law partner for at least 3 years, or

in a relationship for some period of time and had a child together.

Spousal support is not automatic. You can only get it if you're entitled to it. For example, if:

You are leaving the relationship in a worse financial position than your partner.

#### UNJUST ENRICHMENT

A claim based on unjust enrichment means that it would be unfair to allow your partner to leave the relationship without sharing their property. This can be very hard to prove.

To make this claim, you have to show that:

you contributed to the property,

your partner benefited from your contribution, and

there is no reason for your partner to keep this benefit.

You may have made a direct contribution to the property. Some examples include:

you paid for a new roof on a house owned by your partner

you built a deck on a house owned by your partner

you managed all the bookkeeping for your partner's business

you cared for the children and home which allowed your partner to spend time and money growing their business

you paid all the household bills and your partner put all their money into savings

#### RESULTING TRUST

A claim based on a resulting trust means that the property is in your partner's name but is really your property. This might be found where:

you gave property to your partner that they didn't pay for, or property was purchased in only your partner's name but you contributed to buying the property For example, you transferred half of your home to your partner but they did not pay you for it. Or you and your partner both contributed to the down payment of a house but it was put in only your partner's name.

To find a resulting trust over a piece of property, the court must find that you meant for your partner to hold the property "in trust" for you, and not that you meant to make a gift to your partner.

#### DOMESTIC ABUSE

insults, bullies, humiliates, threatens, blames, shames, or puts you down controls your activities stops you from contacting your friends and family controls your finances or refuses to share money prevents you from working or going to school causes you to lose your job by making you miss work, for example

[Quoted text hidden]

**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Mon, Apr 22, 2024 at 3:35 PM

- 3. Freedom From The Other
- 3.1 Neither party will go on property where the other lives or works without the other's consent.

What's the point of this if she continues to break this or not even try to show some restraint regarding this condition of the agreement from her? Given this and the fact that she breaks every other agreement we have made to date, I'll be looking at a restraining order more seriously and if requirements are met then I will file this earlier than expected. and the condition should be added, because she works in a hospital, that in the case of a health emergency, contacting natashia is not needed and can enter the hospital campus when needed or when an appointment is made on the campus grounds that can't be done elsewhere since the heart institute is also there. I'm glad she's looking after me as much as I am with her. With that said, with her job she may have to move from campus to campus. Does that mean I'm barred from entering any hospital in the Ottawa area in fear of breaching this condition? I'm bringing this up because she was here again today, after submitting this offer. This further proves she has no intention to follow any rule or guideline she suggests we both are required to follow. I know we haven't agreed on an offer yet, but it's a condition in her offer the least she can do is follow her own rules she wants set for the separation while negotiations are still in place. Let me ask you this, what if after signing she continues to break her conditions in the contract? What happens then?

[Quoted text hidden]

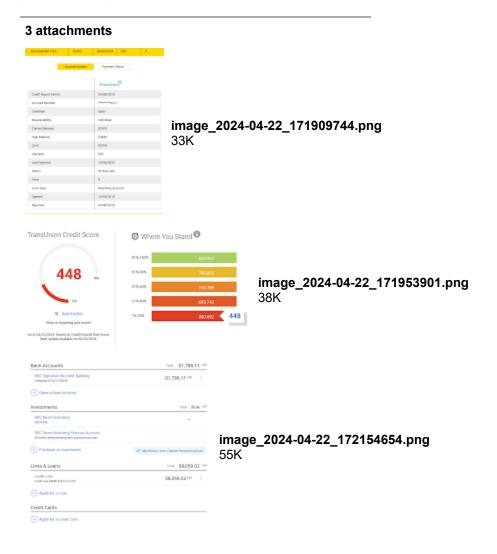
**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Mon, Apr 22, 2024 at 6:29 PM

My apologies, here's a revision on one of the accounts. Along with proof of other items discussed. I've made other appointments to provide even further proof of other items. I already sent you proof of the first refinancing in both our names, and initial finance of the house in both our names, you already have the ledger from the second refinance that shows i received no money, along with not being in the right state of mind for that contract, with more docs to follow, did you ever receive the hard copies I sent by mail? I already sent proof of my disability, and other cra info, natashia told you how much I make, proof of our debt load is in the refinance docs so you already have that, other than the things on its way to you I can't think of anything. More supportive evidence will be in my possession within the next 5 business days. Let me know if you need anything.

Between the resulting trust and not being in the state of mind to sign a contract, I'm expecting the next counter offer at the very minimum to have the house funds pay all debts incurred during our relationship before the equal division of funds. Given the circumstances and proof I have provided this is the fair option to take.

When it comes to the sale of the house, the market will dictate the price(i will get comps from a second realtor, if natashia uses a realtor other than the one we have used in the past) and before an offer is accepted on the house, both parties agree. She can do this by text if she wants to quarterback the sale of the house.





## Michinski v. Zanth, FC-24-124 Service of Reply

3 messages

M Anne Vespry <anne@vespry.ca>
Reply-To: M Anne Vespry <anne@vespry.ca>
To: Skyler <skylerzanth@gmail.com>

Tue, Jun 18, 2024 at 3:53 PM

Dear Mr. Zanth,

Please find attached the Applicant's Reply, dated 18 June 2024, and served upon you as per the Family Law Rules.

Regards,

#### M. Anne Vespry

Barrister & Solicitor Suite 642 99 - 1568 Merivale Road Ottawa, Ontario, K2G 5Y7

Email: anne@vespry.ca

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## <u>₽</u> F

## Reply Form 10A - Applicant - Michinski - 18-JUN-2024.pdf 264K

## **Skyler** <skylerzanth@gmail.com> To: M Anne Vespry <anne@vespry.ca>

Tue, Jun 18, 2024 at 5:24 PM

Tue, Jun 18, 2024 at 6:46 PM

do i reply to your reply? because there is a lot of fabricated information in the reply. [Quoted text hidden]

## M Anne Vespry <anne@vespry.ca>

Reply-To: M Anne Vespry <anne@vespry.ca>

To: Skyler <skylerzanth@gmail.com>

Dear Mr. Zanth,

The process is Application ==> Answer ==> Reply
There is no reply to a reply.

Next stan will involve a Conference and filing Conference.

Next step will involve a Case Conference and filing Case Conference briefs.

#### M. Anne Vespry

Barrister & Solicitor Suite 642 99 - 1568 Merivale Road Ottawa, Ontario, K2G 5Y7

Email: anne@vespry.ca

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----- Original Message -----From "Skyler" <skylerzanth@gmail.com>
To "M Anne Vespry" <anne@vespry.ca>
Date 6/18/2024 5:24:52 PM
Subject Re: Michinski v. Zanth, FC-24-124 Service of Reply
[Quoted text hidden]



## Re[2]:

4 messages

M Anne Vespry <anne@vespry.ca>
Reply-To: M Anne Vespry <anne@vespry.ca>
To: Skyler <skylerzanth@gmail.com>

Sat, Jun 8, 2024 at 11:32 PM

Dear Mr. Zanth,

Typing your name on a document does not constitute signing it. You never returned a signed Form 6 Acknowledgement, and therefore it was likely the Court would not accept that I had properly served you. The fourth attempt with the process server resulted in proper service by a 3rd party. That will satisfy the Court that you have been properly served.

I have successfully downloaded the googledrive documents. You do not need to resend them.

Acknowledgement of Service attached.

# M. Anne Vespry Barrister & Solicitor

Suite 642 99 - 1568 Merivale Road Ottawa, Ontario, K2G 5Y7

Email: anne@vespry.ca

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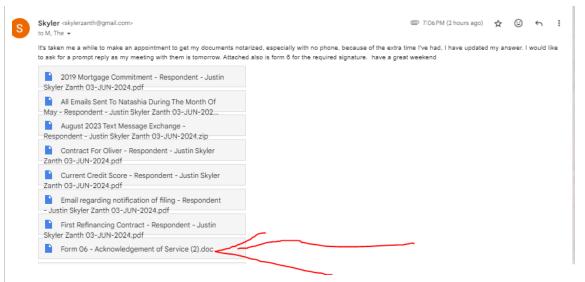
----- Original Message ----From "Skyler" <skylerzanth@gmail.com>
To "M Anne Vespry" <anne@vespry.ca>
Date 6/8/2024 11:17:08 PM
Subject Re:

if there is an issue I'd be more than happy to help out, and send you everything again. Also since it was never answered, I'll ask here again. You said Natashia could not serve me, so why was she present? Also since it was the exact same paperwork you served me the week before, was there a mistake in what was served? If there wasn't a mistake, why did I get served again since the acknowledgement to service I signed the week before satisfied the requirements?

On Sat, Jun 8, 2024 at 9:36 PM Skyler <skylerzanth@gmail.com> wrote:

It was attached, yes, see the picture below. I'll be attaching it again just in case.

6/23/24, 5:49 AM Gmail - Re[2]:



On Sat, Jun 8, 2024 at 7:54 PM M Anne Vespry <anne@vespry.ca> wrote: Dear Mr. Zanth.

A prompt reply to what, exactly.

Note: Form 6 was not attached.

#### M. Anne Vespry

Barrister & Solicitor Suite 642 99 - 1568 Merivale Road Ottawa, Ontario, K2G 5Y7

Email: anne@vespry.ca

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----- Original Message ----From "Skyler" <skylerzanth@gmail.com>
To "M Anne Vespry" <anne@vespry.ca>; "The Wife" <nmichinski@gmail.com>
Date 6/8/2024 7:06:28 PM
Subject

It's taken me a while to make an appointment to get my documents notarized, especially with no phone, because of the extra time I've had, I have updated my answer. I would like to ask for a prompt reply as my meeting with them is tomorrow. Attached also is form 6 for the required signature. have a great weekend



- Contract For Oliver Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- Current Credit Score Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- Email regarding notification of filing Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- First Refinancing Contract Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- Form 06 Acknowledgement of Service (2).doc
- Gas Expeditures Proof Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- Gas Expenditurs Proof two- Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- Living Room Doors Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- May Emails Between Anne And Skyler and between Skyler and Natashia- Respondent Justin Skyler Za...
- Natashia Including Skyler As A Spouse Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- Original Purchase Agreement For Ashburn Rd Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- Proof of refusing to add money to joint account Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- Proof of serving documents Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- Replied Answer Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- Screenshot of CRA Website Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- Second attempt of requesting the police report Respondent Justin Skyler Zanth 08-JUN-2024.pdf
- Second Refinancing Contract Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- Separation Agreement 5th Offer Sent from Skyler Respondent Justin Skyler Zanth 03-JUN-2024.pdf
- Separation Agreement Second Offer to Settle from Natashia -Respondent Justin Skyler Zanth 03-JU...
- text message exchange 1 Respondent Justin Skyler Zanth 03-JUN-2024.pdf

6/23/24, 5:49 AM Gmail - Re[2]:



7~

Form 06 - Acknowledgement of Service (3).pdf 306K

**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Sat, Jun 8, 2024 at 11:38 PM

You failed to answer the first part, don't worry about its ok. I'll bring this up in court as this is the second time your not answering the question. And I can't find an answer to this online through my research.

M Anne Vespry <anne@vespry.ca>
Reply-To: M Anne Vespry <anne@vespry

Sun, Jun 9, 2024 at 5:12 PM

Reply-To: M Anne Vespry <anne@vespry.ca>
To: Skyler <skylerzanth@gmail.com>

I sent the acknowledgement of service yesterday. I am sending it -- attached-- again.

#### M. Anne Vespry

Barrister & Solicitor Suite 642 99 - 1568 Merivale Road Ottawa, Ontario, K2G 5Y7

Email: anne@vespry.ca

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----- Forwarded Message ----From "M Anne Vespry" <anne@vespry.ca>
To "Skyler" <skylerzanth@gmail.com>
Date 6/8/2024 11:32:54 PM
Subject Re[2]:
[Quoted text hidden]



Form 06 - Acknowledgement of Service (3).pdf 306K

**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Sun, Jun 9, 2024 at 9:13 PM

My apologies I must have missed, enjoy the rest of your weekend and thank you [Quoted text hidden]



### **Second Offer to Settle**

1 message

M Anne Vespry <anne@vespry.ca>
Reply-To: M Anne Vespry <anne@vespry.ca>
To: Skyler <skylerzanth@gmail.com>

Fri, May 3, 2024 at 4:40 PM

Dear Mr. Zanth,

Please find attached a second offer to settle from my client, Ms Michinski.

Sincerely,

M. Anne Vespry
Barrister & Solicitor
Suite 642
99 - 1568 Merivale Road
Ottawa, Ontario, K2G 5Y7

Email: anne@vespry.ca

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Separation Agreement - Second Offer to Settle.pdf



## Supporting Docs set #2

9 messages

**Skyler** <skylerzanth@gmail.com>
To: anne@vespry.ca, The Wife <nmichinski@gmail.com>

Wed, Apr 17, 2024 at 4:48 PM

Enclosed you will find documents that support my assertion that I did not willingly sign over the house to Natashia. Rather, I was coerced into signing when I was not in a state of mind to make such decisions, which Natasha seized upon to her advantage.

These documents include instances where Natashia identified me as her spouse both before and after the house refinancing. Additionally, they highlight the initial refinancing of the house, which was initially Natasha's idea and demonstrates our shared intent to improve our circumstances.

I am unsure whether Natashia has meticulously planned this strategy over the years to ensure she leaves with all assets and debts fall to me, or if she is taking advantage of my current vulnerable state, assuming she can act with impunity. She has also gradually transferred accounts into her name, under the pretext that I am not capable of managing them, despite the simple alternative of using my login credentials to access them directly.

At the time of signing the document in question, I was unwell and the terms were explained differently from what was actually outlined in the contract. Had there been full disclosure, I would have undoubtedly sought clarification from Richard, who drafted the contract himself. Coupled with my compromised state of mind, I was simply instructed to sign without full comprehension.

Our history shows that we have previously made similar decisions without issue. I have already explained why I would not have agreed to this arrangement if I were in a sound state of mind.

These documents shed light on the circumstances surrounding the house transfer and subsequent financial decisions, underscoring the need for a fair and comprehensive reevaluation of our situation.

M Anne Vespry <anne@vespry.ca>
Reply-To: M Anne Vespry <anne@vespry.ca>
To: Skyler <skylerzanth@gmail.com>

Wed, Apr 17, 2024 at 5:54 PM

Nothing enclosed.

M. Anne Vespry
Barrister & Solicitor
Suite 642
99 - 1568 Merivale Road
Ottawa, Ontario, K2G 5Y7

Email: anne@vespry.ca

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----- Original Message ----From "Skyler" <skylerzanth@gmail.com>
To anne@vespry.ca; "The Wife" <nmichinski@gmail.com>
Date 4/17/2024 4:48:52 PM
Subject Supporting Docs set #2
[Quoted text hidden]

**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Thu, Apr 18, 2024 at 12:27 PM

I'm assuming my offer is accepting because natashia is here taking things? [Quoted text hidden]

**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Thu, Apr 18, 2024 at 1:41 PM

I'm trying to make things easy and move things along because natashia requested to conclude asap. A court date would be set at minimum 30 days out realistically 60-90 days out. With how I'm being treated I really do not know what to do at this point because obviously I need to stay home every day because she's countlessly broken almost every agreement we made. I have video evidence of what was in the house almost each day since the start of the separation. Which will prove we had an agreement on what was discussed in the offer so she can't lie and deny that or else she would have taken those items as well. Im not going to make the decision of whether or not to stop negotiating before talking to my lawyer and go to court but if for example my lawyer suggests that in our first meeting then that's the way we will go. If I need to start filling notices myself before my lawyer intervenes I will, which we are almost at that point. The level of respect along with how I'm being treated is not good for my mental health along with the stress and more induced from this separation, and it seems for natashia she seems to be doing great since she's breaking every agreement but one in stride day after day. Especially since she's not even taking the separation seriously, her actions prove this, because she's breaking agreements day after day. I'm just requesting that you advise your client to refrain from continuing these actions till an offer is accepted. Since she was just here and took items i will again take video of the house and it's contents because even if you advise her to stop, I don't think she will.

[Quoted text hidden]

**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Thu, Apr 18, 2024 at 11:48 PM

#### Speaking openly;

With the weekend coming up, I'm assuming you do not work during that period. I would like an answer before the weekend because I'm assuming I won't be able to have that first conversation with my lawyer until next week. I'm now familiarizing myself with the family law act among others. I feel a lot better about my side of the case, as I said before I don't want to go to court but I'm motivated to do so. After reading several law act's and definitions of terms and other legal phrases, I may be wrong, but it doesn't look like Natashia has a lot to back her claims in response to what I can prove. Everything I have written to you about can be proved, with ei applications, pay stubs, doctor statements, and more if you need proof let me know and I will provide it. In light of todays actions, if this goes to court I will lay criminal charges among others along with a restraining order and the current offer will no longer be subject to redactions. It's not a threat, but if we're already going to court I might as well go all the way and to prove its not a threat I have been upfront and honest with you since the beginning and I'm not someone who likes to beat around the bush. As I said I don't want to go that route, I just want this to end and move on with my life. And honestly, if a reasonable counter offer is presented I will take it before my lawyer even gets involved. But I have to admit with every action that breaks an agreement we made, I'm less willing to remove things from the offer I presented since it's a fair offer as it stands. The only reason I can see she even made those agreements was so that she could break them by coming by and take whatever she can before negotiations even started and take advantage of the situation even more. With the amount of stress, abuse and more I just want this to end, please. I used to fear coming home every night, now I'm in fear of leaving because she continues to break agreements. Even if your answer is we are working on a counter offer, that's better than nothing.

**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Fri, Apr 19, 2024 at 10:55 AM

Talked to the lawyer that was appointed to me, who informed me that legal aid does not help in cases where there are no children. I'm happy to find this out now instead of at the time of booking. So I will be looking for another lawyer.

As I was going to bed last night, I noticed the wedding and engagement rings were missing off my desk. Natashia and I have a written and signed agreement that she would be taking my dog and I would be taking the rings. I can't prove she took them or anything else that has been taken because I wasn't here when it was taken and there isn't video or photo proof of her taking anything in the act. Just video proof of things missing every day. I will be making an itemized list based off of what is missing from the videos over the weekend to submit to my local pd and insurance company. We are talking in excess of 40k now, it's getting out of hand. If these items magically appear before the end of the weekend, I will not submit this report. If you need a copy of this signed agreement let me know and I will be more than happy to provide it. Who knows maybe I even misplaced and I will continue to look for them, but I doubt that because I remember where I left them on my desk.

[Quoted text hidden]

**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@yespry.ca>

Sat, Apr 20, 2024 at 12:12 AM

heres the zip with supporting docs, something to note though. We have a history of working with financing docs that never had a problem. We bought the house, which you will notice I did all the leg work for, she just signed paperwork and that was it. We refinanced the home the first time, both times in both of our names not just hers. So we had some trust developed or so I thought. When it came to the second refinance, as i said they quickly explained it and i signed and with how depressed, distraught and other symptoms i wasnt in the right state of mind to sign. Natashia doesn't know how close I came to killing myself, everytime I tried some... higher power just didnt let me for some reason I dont get it. Sorry it took so long for the second set of supporting docs you should get the first set by mail soon its about just over twice this many.

[Quoted text hidden]



**OneDrive-2024-04-19.zip** 23592K

**Mail Delivery Subsystem** <mailer-daemon@googlemail.com> To: skylerzanth@gmail.com

Sat, Apr 20, 2024 at 12:12 AM



## Message too large

Your message couldn't be delivered to **anne@vespry.ca** because it exceeds the size limit. Try reducing the message size and resending.

The response from the remote server was:

552 5.2.3 Message size exceeds fixed maximum message size (31457280)

Final-Recipient: rfc822; anne@vespry.ca

Action: failed

Status: 5.2.3

Remote-MTA: dns; smtp-in.iomartmail.com. (62.128.193.140, the server for the

domain vespry.ca.)

Diagnostic-Code: smtp; 552 5.2.3 Message size exceeds fixed maximum message size (31457280)

Last-Attempt-Date: Fri, 19 Apr 2024 21:12:28 -0700 (PDT)

------ Forwarded message ------From: Skyler <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Cc: Bcc:

Date: Sat, 20 Apr 2024 00:12:08 -0400 Subject: Re: Supporting Docs set #2 ----- Message truncated -----

**Skyler** <skylerzanth@gmail.com>
To: M Anne Vespry <anne@vespry.ca>

Sat, Apr 20, 2024 at 12:14 AM

heres the zip with supporting docs, something to note though. We have a history of working with financing docs that never had a problem. We bought the house, which you will notice I did all the leg work for, she just signed paperwork and that was it. We refinanced the home the first time, both times in both of our names not just hers. So we had some trust developed or so I thought. When it came to the second refinance, as i said they quickly explained it and i signed and with how depressed, distraught and other symptoms i wasnt in the right state of mind to sign. Natashia doesn't know how close I came to killing myself, everytime I tried some... higher power just didnt let me for some reason I dont get it. Sorry it took so long for the second set of supporting docs you should get the first set by mail soon its about just over twice this many.

https://drive.google.com/file/d/1CXrR2X5FkWA-H1k30\_oX5gX8Ju0bYYQd/view?usp=drive\_link

On Fri, Apr 19, 2024 at 10:55 AM Skyler <skylerzanth@gmail.com> wrote: [Quoted text hidden]