

FEDERAL COURT

BETWEEN:

HIS HIGHNESS PRINCE KARIM AGA KHAN

and

NAGIB TAJDIN, ALNAZ JIWA, JOHN DOE and DOE CO. and all others persons or entities unknown to the plaintiff who are reproducing, publishing, promoting and/or authorizing the reproduction and promotion of the Infringing Materials.

Defendants

COURT OF QUEBEC
FEDERAL COURT
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APR 23 2010

**STATEMENT OF DEFENCE
OF NAGIB TAJDIN**

1. The defendant, Nagib Tajdin (hereinafter "this defendant" or "the defendant"), admits the allegations contained in paragraphs 4, 6, 7, first sentence of 9, 11, 12 (except the last sentence), 13, and 24.
2. This defendant denies the balance of the allegations contained in the statement of claim.
3. **Definitions:**
 - a. "Farman" means Commandment, Order, Royal Edict and Instruction or guidance given by the Imam to his follower or disciple, and can supersede the Ismaili Constitution, therefore its status amongst many of the disciples and in particular in the mind of this defendant is that of a holy command in par with any verse of the previous holy books and scriptures from God that he believes in, including the Bible, the Quran, the Gita etc. A Farman can be verbal or in writing, a recent Farman always supersedes an older Farman. Farmans are to be followed and are valid up to the time they are abrogated or modified with a new Farman. A Farman directed to a specific person or to a specific group of persons only, has to be followed only by that person or

that group of person. General Farmans are to be followed by the Jamat at large. Unlike interviews and speeches of the Imam, His Farmans are read everyday in all Jamatkhanas (Ismaili places of worship), in lieu of scriptures.

- b. The "Imam" means His Highness the Aga Khan IV (the "Aga Khan") or any of his predecessors depending on the year of reference. There is a variety of understanding of the status of the Imam by his followers depending on their knowledge and personal experience, but the Imam is generally accepted as the "Mazhar" [Epiphany] of God.
- c. "Ismailis" means all those who accept the Aga Khan as their Imam, and who practice their faith based on an esoteric branch of Shia Islam under the leadership of the hereditary Imam.
- d. "Jamat" means the congregation, the community of the follower of the Imam.
- e. "Jamatkhana" means a prayer hall or place of gathering where Ismailis meet and offer their prayers.
- f. "Mehmani" means a religious ceremony when the Murid gets to present himself in the presence of the Imam with an offering usually a plate of dry fruits, but it can be anything, and seeks the Imam's Blessings and Guidance, and the Imam accepts a Murid in his presence, and bestows Blessings and Guidance upon the Murid. This is a very auspicious occasion for any Ismaili to present himself in the presence of his Imam.
- g. "Murid" means follower of the Imam, disciple of the Imam.
- h. "Nazrana" means a special gift which has necessitated either a great sacrifice or is of an exceptional symbolical meaning.
- i. "Sewa" means voluntary/free work in the context of service to the Imam, to his Jamats, or to the community or to the humanity at large.
- j. "Talika" mean a written message sent to the Jamat by the Imam and read in the Jamatkhanas. Talikas can also be sent to individuals.

REAL PLAINTIFF

4. This defendant states that the Named Plaintiff (the "Aga Khan" or "Imam") is not in reality the plaintiff. This action has been initiated by a usurper, an individual or a group of individuals, who had no hesitation and no scruple to forge the Imam's signature. Henceforth, the real plaintiff, who is NOT actually the Imam, will be referred in the defense as the "Usurper Plaintiff" or "Usurper" or the "Pretender Plaintiff". The Usurper or a person reporting to him, forged the Imam's signature in a correspondence purportedly sent by the Imam to this defendant earlier this year.
5. This defendant states that this is not a dispute between him and the Imam, who is this defendant's Imam and spiritual father and mother, but is between him and the Usurper. The Statement of Claim issued by the Usurper Plaintiff contains inaccuracies and fabrications as will be refuted hereinafter.

LOYALTY OF THE DEFENDANT TO THE IMAM

6. This defendant declares that he has sworn allegiance to the Imam and his love, respect, obedience for the Imam has no bounds. He considers the Imam as the master of his material and spiritual life and upon one gesture of the Imam, this defendant is willing to give him all his time, wealth (present and future), intellect, life, capabilities, work, dignity and soul.
7. The question of disobeying the Imam or to act against any of His wishes or perceived wishes, therefore, has never arisen. Whatever wealth this defendant has or will have in future is surrendered unconditionally to the Imam, whose love and protection this defendant trusts.
8. This defendant does not want to fight against his Imam. He only wants to correct some of the misperception, inaccuracies and fabrications in the Statement of Claim, and to expose the Usurper Plaintiff who had no hesitation or scruple in forging the Imam's signature.

9. This defendant has not been served with the Statement of Claim, although the Usurper Plaintiff knows of this defendant's address and could have served the Statement of Claim. This defendant first became aware of the action by a mass email campaign by parties other than the defendants. Nevertheless, this defendant is delivering a defence for the sole purpose of exposing the grave misrepresentations in this case.

**AUTHORITY GIVEN BY THE IMAM TO PUBLISH AND DISTRIBUTE HIS FARMANS,
AND COPYRIGHT INFRINGEMENT**

10. This defendant states that the various Farman Books he published and sold had been done with authorization of the Imam. The last Farman Book published by this defendant, *Golden Edition of Kalame Imam-e-zaman* ("Golden Edition"), and all the previous books ("the Farman Books"), were published with the consent and authority and blessings of the Imam.
11. The first Farman book that was published by this defendant was presented before its distribution and circulation to the Imam during *Mehmani* in Montreal on August 15, 1992. As indicated in the cover page, the book presented to Him was Volume 1, containing Farmans that the Imam delivered to the Western countries. The Imam responded by placing His hand on the Farman Book presented to Him, and after giving his Blessings, the Imam gave the guidance to continue the work (the publication of His Farmans) with Blessing for the success in the work undertaken, and stated that other work could be undertaken together with the Imam. Halting publication without receiving new instruction / Farman from the Imam would be a breach of this defendant's oath of allegiance to the Imam.
12. Following the Imam's Guidance and Blessings given at the Mehmani ceremony on August 15, 1992, this defendant published various Farmans Books from 1992 to 2009, and distributed these Farman Books to Ismailis living in various countries. Two of the Farman Books published by this defendant were Farmans made by the

former Imam, Sir Sultan Mohamed Shah ("48th Imam").

13. In response to paragraph 21 of the Claim, this defendant states that all these books containing the Imam's Farmans were published and distributed following the Imam's personal instructions to "continue" the work. Contrary to the allegations contained in paragraph 21 of the Claim, there has never been any objection by the Imam to the publication of these books, and these books were never withdrawn by this defendant. Often many Murids simply picked up multiple copies for distribution to their family members or their friends. Furthermore, many leaders of the Jamats have bought such books since 1992.
14. This defendant states that having published the Farman Books with the consent, authority, and Blessings of the Imam, given by Him during Mehmani on August 15, 1992, in Montreal, during his official religious visit to the Jamats of Canada, the publications and distribution of these Farman Books to Ismailis is not an infringement of the *Copyright Act* of Canada, or of other countries.
15. This defendant states that he has actively published and distributed Farman Books since 1992 (to date), and as such this defendant pleads and relies on the limitations defence provided by the *Copyright Act*.
16. This defendant states that the current Ismaili Constitution, which is binding to all Ismailis, does not mention any restrictions on who can publish Farmans, while the old Constitutions gave powers of publication to institutions.
17. Moreover, it has been the tradition for centuries, that Farmans of the Imams (and guidance of Pirs) are transcribed, written or printed (sometimes translated into local language), reproduced and circulated by the Ismailis among the Ismailis, and the Imams have never considered such circulation as an infringement of their rights. On the contrary, the Imams have always encouraged the circulation of their Farmans by their followers, and among their followers. Indeed, the very purpose of having a living and present Imam is to have the Jamats guided according to the Time and Age, thus the circulation of the Farmans by Ismailis among Ismailis cannot

constitute a breach of copyright.

18. Farmans are routinely copied, written about, discussed and shared throughout Ismaili history, and individual Ismailis in their personal capacity share and discuss Farmans between their families or other Ismailis. In addition to Farmans, there are other materials of religious nature which the Aga Khan encourages the Jamats to read and to abide by the teachings contained therein, and there has never been an issue of protection of these materials under the Copyright laws so long as the materials are circulated and read by Ismailis only.
19. There has never been any objection or concern expressed by the Imam or any of his predecessors. On the contrary, traditionally the Imams have encouraged His Jamats to read His Farmans, discuss the Farmans with their family members and business associates, and therefore, there is implied consent to the use of the Farmans made by the Imams.
20. This defendant states that it is the duty imposed upon each Murid by the Imam to seek to propagate and encourage the reading and implementation by all Ismailis of Imam's Farmans, and as such there is an implied consent given by the Imam to allow his Murids access to his Farmans, and there has never been any assertion by any Imam for copyright protection for any of his Farmans provided that any undertaking with respect to the distribution of Farmans is restricted to Ismailis only, and not undertaken in the nature of trade or for profits.
21. As noted above, it has throughout history been the responsibility of the Imams to guide his Murids by making Farmans, by which His Murids govern themselves as they lead their lives. Furthermore, many Murids wish to read Farmans to better understand and appreciate their Imam's guidance they should seek to follow, but do not have access to Jamat Khanas where these Farmans are read.
22. Accordingly, this defendant commenced gathering Farmans and commenced publishing Farmans. These Farmans are transcribed verbatim without any changes whatsoever, as every word of the Imam is important and taken seriously by the

Ismailis.

23. The famous Ismaili jurist and scholar of the Fatimid Court, Qadi Noman explained in Majalis 19 of his Code of Conduct for the Followers of the Imam:

"The Imam never utters a word which is light, superfluous or meaningless. God has made the Imams free from these defects. If we imagine that a particular word uttered by the Imam is not fruitful, the fault lies with us. We are too dull to detect the proper meaning of the words uttered by the Imam. The signs and symbols used by the Imams, in the course of their conversation with us and hints dropped by them, are a fathomless ocean."

The book titled, "Code of Conduct", by Qadi Numan was published by The Ismailia Association for Africa.

24. This defendant states that as the Imam does not visit every country every year, and as any Farmans made by him in any country are applicable to the other countries, he expects that all Ismailis will have access to His Farmans, unless otherwise stated by the Imam.
25. The Farmans of the Imam become effective immediately upon making them, and many Murids travel from distant places to participate in an audience given by the Imam in a place, and upon completing the audience and listening to the Farman made by the Imam, these Murids leave to go back to their distant homes. If the Imam were to edit His Farmans, which He has never done, which Farman does those Murids who have heard the Farman in person, after returning to their home countries, abide by - the edited version that they might never hear, or the Farman they heard in person?
26. This defendant states that the Imam's words with respect to religious matters are final; therefore, there is no need for any lawsuit as this defendant will follow without any objection ANY and ALL orders or Farmans made by the Imam.

INTEGRITY OF THE FARMANS PUBLISHED BY THIS DEFENDANT

27. When publishing the Farman books, this defendant took great pains to ensure the integrity of the Farmans, and had the transcribed Farmans checked several times for accuracy. Furthermore, whenever the Imam wished to restrict the publication of Farmans, he mentioned it within the Farmans, and those Farmans were not published. The rest of the Farmans contained no such restrictions and as such they were published. The Imam is considered infallible in matters of faith, and, therefore, circulations of Farmans amongst Ismailis throughout history has always been done without editing, as every word of the Imam is taken very seriously by Ismailis.
28. To date, none of the Jamati institutional bodies (established by the Imam through the Ismaili Constitution), or any institutional leadership has brought to the attention of this defendant that any of the Farmans transcribed and printed by this defendant have not been transcribed accurately, or that the integrity of the Farmans published and distributed by this defendant was compromised in any way or form.
29. Furthermore, over the years from 1992 to 2009, when the last Farman book was published by this defendant, the Imam has not communicated to this defendant to say that he was unhappy with the publication of His Farmans by this defendant, or that He was revoking His Instructions / Approval and Blessings for the publishing of the Farman Books. This defendant has maintained the dignity and integrity of the publication and has not breached any of the moral rights of the Aga Khan

FINANCING AND PROFITABILITY ISSUES

30. This defendant denies the allegation made in the Claim that the publishing of the Farman Books was done in the nature of "trade", and/or with the intention of making any profits from the publication and distribution of these Farman Books. This Farman Books project was undertaken by this defendant due to his unconditional and unlimited love for the Imam of the Time, and his desire to assist the Imam's Murids to have readily available their Imam's Farmans in order for them to govern

their lives and the lives of their families in accordance with the Imam's wishes, desires and expectations.

31. The project undertaken by this defendant during the years from 1992 to 2009 was a time consuming, financial and logistic challenging project, which this defendant accepted with love and grace because of his intense love for his Imam.
32. This defendant never had any intention to make any profit from the sale of the Farman books. All publications were deficit projects:
 - (i) in two of the projects this defendant recovered only 10% of the total costs for publication and distribution of the books as these books were distributed to elder Murids of the Imam and were mostly given away free;
 - (ii) four other projects catered to student Murids, where about half of the published books were given away for free to encourage the students to read the Imam's Farmans;
 - (iii) of the remaining publications, about one third of the books were given away without any charge whatsoever.
33. In addition to publishing books, this defendant has organized conferences, camps, books and web site for the Ismaili Jamats benefits to make knowledge readily available to keep them active in religious matters, and all of these projects were financed mostly from this defendant's own pocket, borrowing at times, using his credit facilities, even taking loans on his life-insurance and cashing his RRSP to complete the ventures. All this was done by devoting his personal time and investments out of this defendant's immense love for his Imam, without any desire or intention of making any profits.
34. Therefore, this defendant states that he has not only not made any profits from the publication of the Farman Books, but that he spent his own resources for the project and has spent thousands of hours for the project, all out of love and affection for his Imam and his Imam's Jamats.

35. Despite the allegations in the Claim, the Farman Books are not sold on the web. Requests for purchase are sent to an email address, and each request is verified to ascertain that the buyer is an Ismaili before any copy is shipped. All of the Farman books published are distributed only to Ismailis.

PUBLICATION OF THE "GOLDEN EDITION"

36. The publication of the "Golden Edition" in December 2009 was the culmination of the publication of the Imam's Farmans by this defendant. This defendant states that the Golden Edition is probably one of the most important books published for Ismailis in the last 50 years.
37. On January 4, 2010, this defendant sent a copy of the Golden Edition to the Imam, together with a letter seeking guidance. A report of the publications undertaken by this defendant was also appended to the letter to the Imam. In the report, this defendant also mentioned the first book presented during Mehmani ceremony in Montreal in 1992. This defendant also sought an audience with the Imam to review the project's completion, and to seek guidance with respect to the Imam's instructions on August 15, 1992, to come back to Him for further projects.
38. In his report sent to the Imam, this defendant also offered to pay for as many copies as may be needed, estimated then to be about 2,000 copies, worth about \$100,000.00, to be distributed free of charge to all Jamatkhanas across the world, as his Umedway (an anonymous gift from the heart) for the dissemination of the Farmans among Ismailis.

FORGERY OF THE IMAM'S SIGNATURE BY A PERSON OR A GROUP OF PEOPLE WORKING AT THE IMAM'S SECRETARIAT

39. On or about January 24, 2010, this defendant received by email a scanned letter (the "first letter") purported to be from the Imam. This email was sent by Shafik Sachedina, the Head of the Secretariat at Aiglemont, through Michele Parkes,

secretary at Aiglemont.

40. Upon receipt of the first letter, this defendant immediately stopped the distribution of the "Golden Edition" and wrote the following email to Michelle Parkes :

"His Highness has asked me in His letter to confirm some matters directly to Him. I have just come back to Nairobi this evening.

Since time is of essence, please would you be kind enough to convey to Him that I can take the first flight for Europe, I believe tomorrow evening, upon His confirmation on when I can come.

Also convey to Him that I have immediately started implementing upon receiving the letter but I need clarification on a couple of points."

That attempt to communicate directly with the Imam was also thwarted by Shafik Sachedina.

41. However, the content and style of the first letter differed greatly from the Imam's style of writing, and was contrary to the guidance given by the Imam on August 15, 1992, and did not address the issues raised by this defendant in his letter to the Imam. The letter also contained several inaccurate information, including that this defendant should respect the Constitution in letter and in spirit.
42. As noted above, the Constitution does not provide for the publication of Farmans, nor does it prohibit anyone from publishing Farmans, and as such this defendant has not breached the Constitution, and such an error in a letter purported to be from the Imam raised concerns in this defendant's mind as to whether the Imam authored the letter. Furthermore, and more alarming was the lack of mention of His authorization given during Mehmani, on August 15, 1992.
43. It was, therefore, very important for this defendant to verify the authenticity of the first letter purported to be from the Imam and this defendant decided to send the signature of the first letter purported to be from the Imam to two reputed and well known forensic experts in USA and in Canada. One of the expert reported that, in her opinion, the signature had ten areas which departed significantly from the

signature samples known to be that of the Aga Khan. The other expert concluded that "someone did indeed forge the signature of the Aga Khan on the questioned document."

44. As it was confirmed that the first letter purported to be from the Imam, was, in fact, a forged letter with a forged signature of the Aga Khan, this defendant decided to restart the distribution of the Golden Edition. This defendant states that it is perplexing that the forger seems to be linked to Dr. Sachedina who heads the secretariat of the Imam and who has a sweeping reach into all incoming mail as well as into the Ismaili Leader's international Forum ("LIF")
45. The forged letter is inextricably linked to this case as the announcement by the LIF on April 15, 2010, clearly mentioned this letter as being a precursor event to this case. It is therefore crucial to consider the authenticity of the first letter. Since, according to two independent experts, the first letter is known to be a forgery, and since the Imam would have no reason to send a forged letter before initiating this case, the authenticity of this case comes into question.
46. Pursuant to the mass email campaign initiated by parties other than the defendants even before this defendant had been served, and pursuant to the LIF announcement that mentions the forged letter, it is evident that some persons or group having access to both the Imam's secretariat and the LIF, have launched a slander campaign against this defendant questioning his faith and allegiance to the Imam. This has caused an uproar in the Ismaili community against this defendant. Since there was no reason to announce the forged letter's existence to the community, without including it in this case other than to slander this defendant, the authenticity of this case yet again comes into question. This defendant, being bound by the instructions given by the Imam in 1992 to continue the publication, has to await further authentic instructions from the Imam before halting the publication of Farman books, as this defendant's allegiance is directly to the Imam of the Time.
47. On February, 17, 2010, this defendant received a call from Shafik Sachedina, head of Secretariat at Aiglemont, in an extremely furious, insulting and angry manner.

Instead of addressing this defendant's concern about the forged signature, Shafik Sachedina threatened this defendant that he would do everything possible to ruin this defendant's reputation in the community worldwide. This defendant immediately sent him an email confirming the conversation.

48. The very next day, February 18, 2010, a second letter purporting again to be from the Imam was received by this defendant by email (the "second letter"), containing sentences uttered by Shafik Sachedina in the phone call the previous day. Surprisingly, the fact that this defendant had questioned Shafik Sachedina on his role in the forging of the Imam's signature was not mentioned.
49. It was obvious from the contents of the second letter that it was also not from the Imam, and that it was a result of "cut and paste". The fact that this second letter, in a very rude style, mentioned that the Imam had signed the first letter, was in itself enough for this defendant to conclude that the second letter was also forged, as this defendant had reports from two experts who had concluded that the first letter was forged.
50. The telephone threats by Shafik Sachedina to destroy this defendant's reputation in the community were materialized by the initiation of this action, and by the mass email circulation of the Statement of Claim, even though this defendant has not been served with the Statement of Claim. To further destroy this defendant's reputation, announcements were read in Jamatkhans around the world, which stated that the defendants are not obeying direct pleas made by the Imam on two occasions and by the Imam's brother, Prince Aryn Mohamed. Even large sections of the letter with Imam's forged signature were read in Jamatkhans.
51. This defendant categorically denies that he has received pleas directly from the Imam, or directly from his brother Prince Aryn Mohamed to cease the publication and distribution of the Farman books. This defendant does not consider letters with forged signature or without signature as being direct pleas.
52. These announcements and mass emails have not only ruined this defendant's

name and reputation, but he is now subjected to online death threats as can be seen from the statement below:

<http://www.ismailipages.com/328-aga-khan-files-copyright-lawsuit-in-canadian-federal-court.html#comments>

"Meraj April 20th, 2010 at 5:38 am

It is really shame if Nagib Tajdin and Alnaz Jiwa calling them Ismailis, if they would know what does being an Ismaili means they wouldn't run behind money to sell Hazir Imam's most rare and important workout, finally I am saying that what will court do? they should be judged by Ismailis! If I ever meet them will shoot them out with bullet!"

53. The evidence point to the fact that the Statement of Claim has been initiated by the forger of Imam's signature.
54. This defendant did attempt to reach the Imam directly, but all attempts were thwarted. This defendant asserts and confirms that the Imam is the supreme authority - any wish he expresses will be immediately acted upon by this defendant, without questions or delays.
55. If it is the Imam who desires that the Farman Books not be distributed, this defendant will immediately abide by any wish of his Imam, unconditionally.

PLANTIFF IS NOT IN REALITY HIS HIGHNESS THE AGA KHAN

56. This defendant, therefore, believes that the Statement of Claim is based on the forged first letter as it does report mostly the same issues raised in the fraudulent letter.
57. The Statement of Claim is similar in content to the letter of January 24, 2010, purported to be from the Imam, for which two forensic experts have concluded that the Imam's (the Aga Khan's) signature was forged.
58. The Imam has always championed the arbitration process, and has setup a Conciliation and Arbitration Board for the Ismaili Community. It is unlikely that he would set an example himself to go to court over a matter concerning his disciples,

who are in all ways possible willing to comply. This defendant states that the purported letters from the Imam, inexplicably, did not address the issue that He (the Imam) had previously given his guidance in 1992 to "continue" publishing and distributing His Farmans, although this defendant had mentioned this fact in the correspondence sent to the Aga Khan by this defendant.

59. This defendant is a disciple of the Imam, and will do whatever his Imam asks him to do, and as such this action would not be necessary if it is actually the Imam's wish not to publish and distribute His Farmans.
60. This action means that the Farman Book becomes a publicly debated issue while traditionally disputes have remained inside the community, and solutions to such disputes have always been handled sensitively.
61. There has been an announcement on this matter in all Jamatkhanas [Ismaili places of prayers and gathering] of the world. The announcements have claimed that this defendant has disobeyed the Farmans of the Imam. These announcements have ruined the reputation of this defendant and his family. This is in contradiction to various commandments of the Imam to handle disputes in a discreet and confidential manner and in particular the following commandment :

" Islam does NOT say: "there must be a winner or a loser"and if in your differences you seek absolute victory and if in these differences there are losers, then these losers are marginalized, they lose their position in society, they have great difficulty in rebuilding a sound future.....

Thus I ask the Jamat today, when you have differences between you, find solutions of compromise so that each of you may come out of the situation with their heads high...that none can say of such and such a family... or of such and such an individual that it is over...they have been destroyed....

This is not Islam! Destruction is not Islam! "

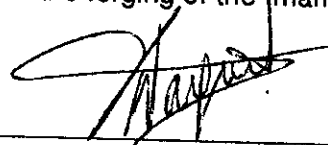
[Farman: Mahajenga, Madagascar 23 February 2003]

62. The above evidence points to the fact that the Imam, the Aga Khan, is NOT the Plaintiff in reality, and that the plaintiff is in fact either the individual or a group of individuals who had no hesitation and no scruple to forge the Imam`s signature, or someone working under the instructions of the usurper /forger of Imam's signature.
63. If the Imam, the Aga Khan was really the plaintiff, there would have been no need to forge His signature on the letter.
64. To date all attempts to contact the Imam directly have been thwarted and no direct communication has been possible, which further reinforces that the Plaintiff is not the Imam.

DEFENDANT'S ALLEGIANCE TO HIS HIGHNESS THE AGA KHAN

65. This defendant declares that he has sworn allegiance to the Imam and his love, respect, obedience for the Imam has no bounds. He considers the Imam as the master of his material and spiritual life and upon one gesture of the Imam, this defendant is willing to give him all his time, wealth – present and future, intellect, life, capabilities, work, dignity and soul. The question of disobeying the Imam or to act against any of his wishes or perceived wishes therefore has never arisen in this defendant 's mind. Whatever wealth this defendant has or will have in future is surrendered unconditionally to the Imam whose love and protection he trusts.
66. This defendant states that the Imam's words with respect to religious mattes are final, therefore there is no need for any lawsuit as he will follow without objection any and all orders or Farmans made by the Imam. It has never happened in 1400 years that the Imam has needed to issue a Statement of Claim against one of his follower in religious matter.
67. Furthermore, the tradition of anonymous voluntary work is a pillar of the Ismaili faith, and all projects undertaken by this defendant were made in the respect of that tradition, and all on voluntary basis.

68. This defendant states that the claim be dismissed without costs, and this defendant submits that the Judge order full inquiry on the forging of the Imam's signature.



Date: April 25, 2010

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Court File No. T-514-10

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Defendants

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