



**FORM 2  
(RULE 3-3 (1))**

No. 46161  
Kamloops Registry

*In the Supreme Court of British Columbia*

Between  
John Philip Stirling, Marlene Cheryl Stirling, Beau Jake Stirling Plaintiff(s)  
  
and  
Shawn Martin, Myrna Beckman Defendant(s)

**RESPONSE TO CIVIL CLAIM**

Filed by: (the "defendant(s)")

[party(ies)]

**Part 1: RESPONSE TO NOTICE OF CIVIL CLAIM FACTS**

**Division 1 – Defendant’s(s’) Response to Facts**

*[Indicate, for each paragraph in Part 1 of the notice of civil claim, whether the fact(s) alleged in that paragraph is(are) admitted, denied or outside the knowledge of the defendant(s).]*

1 The facts alleged in paragraph(s)

of Part 1 of the notice of civil claim are admitted.

2 The facts alleged in paragraph(s) The Defendants deny all the alleged statements of facts made by the Plaintiffs.  
The Defendants deny over the last two years of entering and copying the Plaintiffs e-mails or phone conversations.  
The Defendants deny threatening bodily harm or death to any of the Plaintiffs.  
The Defendants deny slandered the Plaintiffs with untrue statements or facts.  
The Defendants deny writing untrue e-mails from the Plaintiffs e-mail accounts or sites to people on the Plaintiffs contact list pretending to be the Plaintiffs..  
The Defendants deny writing the Plaintiffs blackmail letter for money.  
The Defendants deny phoning the Plaintiffs blackmailing them for money.  
The Defendants deny extorting and force by threat of death or bodily harm the Plaintiff Marlene Stirling to sign over the boat and car.  
The Defendants deny forcing the Plaintiff Marlene Stirling to forge her husband John Stirling’s signature.

The Defendants deny forging the Plaintiff John Stirling's signature.  
The Defendants deny forcing significant security costs.  
The Defendants deny causing anxiety, depression, stress, loss of sleep requiring medical care to the petitioners.  
The Defendants deny causing travel to become necessary from Colombia for John Stirling at great expense and loss of income from work to protect his family.  
The Defendants deny having or have attempted to hire Hells Angels to cause murder or physical harm to the Plaintiffs and having made statements by phone and e-mails of that intent.  
The Defendants deny causing the Plaintiff Beau Stirling to sell his house at an unreasonable low price to flee the torment and threats of the Defendants.

of Part 1 of the notice of civil claim are denied.

3 The facts alleged in paragraph(s)

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of Part 1 of the notice of civil claim are outside the knowledge of the defendant(s).

### **Division 2 – Defendant's(s') Version of Facts**

*[Using numbered paragraphs, set out the defendant's(s') version of the facts alleged in those paragraphs of the notice of civil claim that are listed above in paragraph 2 of Division 1 of this Part.]*

- 1 On August 20\2011 the Defendants were told that the Plaintiff John Stirling was back from Colombia and was bragging that he had 2 suitcases full of money containing in excess of \$200,000. The Defendant Shawn Martin sent the Plaintiff John Stirling e-mail asking John to pay the rest of the money the Plaintiffs owed the Defendants, for loans from June 1\2007 to February 23\2011. On August 22\2011, the Plaintiff John Stirling sent the Defendants an e-mail with a picture of him laying on the floor, at his Adams Lake residence, with a pile of money in front of him, holding piece of paper with "August 19\2011" written on it. In the e-mail the plaintiff John Stirling said "I told you if you would have waited you would of got paid, but since you didn't, you will never receive a dime and everyone else has been paid back for their investment but you". The next day, August 23\2011, the Plaintiff John Stirling sent the Defendants another e-mail accusing the Defendants sending people copies of the plaintiffs e-mails and phone conversations. The Defendant Shawn Martin sent a reply back to the Plaintiff John Stirling asking him to give him the names of these people that supposedly received e-mails from the Defendant. The Defendant still has not been given any names or proof from the Plaintiffs that anyone has received anything from the Defendants . In the same August 23\2011 e-mail the Plaintiffs accused the Defendants of forcing the the Plaintiff Marlene Stirling to give the boat and truck to the Defendants. The Plaintiffs gave the boat and the truck to the Defendants on February 23\2011. Until August 23\2011 this was the first time that he Plaintiffs made these allegations against the Defendants, which was a full six months later, only after the Defendants asked the Plaintiffs to pay them back their money for the multiple time or they were going to take legal action against the Plaintiffs.
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- 2 On March 13\2011 the Defendants were approached during a BBQ by more than one persons who heard that the Plaintiffs owed the Defendants money for quite some time. The Defendants were told that John had used their computer one more than one occasion and didn't to log off. The Defendants were told and given information about John Stirling and were also told that there was a rumor going around that the plaintiff John Stirling was in Colombia setting up massive cocaine deal. The Defendants were also told to google Philip John Stirling and that they would find out that John had been arrested and charged with numerous drug charges and had also been convicted and spent time in Jail. The Defendants were also told that there were multiple articles on the internet and a book called "The Road To Hell" about the Plaintiff John Stirling were he openly admitted to being a "RAT" and was working with the police as an informant. A few days later the Defendants were approached by another person, who told them that the Plaintiff John Stirling, was over heard on a public pay phone talking Spanish to a woman. The Plaintiff John Stirling was telling her how much he loved her, how he was sorry for beating her up and that they would get married as soon as he returned to Colombia. The Defendants started to do a little research on the Plaintiffs and discovered that the information they were hearing about the Plaintiffs was common knowledge all over the entire community.
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- 3 Between June 1\2007 to February 24\2011 the Defendants lent the Plaintiffs approximately \$30,000. The Defendants kept asking the Plaintiffs to pay back the money they had borrowed. The Defendants have multiple e-mails & phone conversations by the Plaintiffs admitting that they owed the Defendants the money and that the Defendants would be paid in full in 2 weeks. This had been going on for over two years. On August 22\2011 the Plaintiffs sent the Defendants an e-mail saying if the Defendants didn't stop asking for the rest of their money, the Plaintiffs were going to start rumors of illegal activities and also threatened to post e-mails on all the public mail boxes at the Adams Lake Store regarding the Defendants.
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- 4 On February 23\2011 the Plaintiffs phoned and e-mailed the Defendants asking to borrow \$2000. The Defendants agreed to lend the Plaintiffs the money if they signed over the boat as collateral. The Plaintiff Marlene Stirling came to the Defendants house a little while later and asked the Defendants what paperwork they needed for the boat. The Defendant Shawn Martin said he needed a signed transfer form for the boat trailer and a bill of sale signed by the person whom the boat is registered to and any other paperwork the Plaintiff had for the boat. The Plaintiff Marlene Stirling said she would go home and get all the paperwork for the boat and trailer and would get her husband John Stirling to fill everything out. A couple hours later the Plaintiff Marlene Stirling dropped off the transfer form and a bill of sale for the 1999 Chris Craft boat and trailer and picked up the \$2000. If Marlene Stirling forged her husband John Stirling's signature then John needs to take that up with the RCMP and his wife Marlene Stirling and not the Defendants.
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- 5 The next day, February 24\2011, the Plaintiff John Stirling send the Defendants another e-mailed showing them an airline ticket with the Plaintiff John Stirling's name on it. The Plaintiff John Stirling told the Defendants that he would be home in three days and would pay them back in full. The plaintiff John Stirling then asked the Defendants if he could borrow another \$2000 until he got back and said "Same deal as yesterday" and that Marlene would sign over her Avalanche as collateral. The Defendants agreed but told both the Plaintiffs that they needed their money back right away and if John wasn't home within a couple of weeks that the Defendants would have to sell the boat and truck to get their money back. The plaintiffs agreed to this. The Plaintiff Marlene Stirling and her son Beau Stirling came to the Defendants house about an hour later with a transfer form all filled out and gave the Defendants ownership of the Avalanche and picked up a cheque for \$2000. The Defendants have e-mails and recordings from both plaintiffs agreeing that they owed \$30,000 and voluntarily gave the boat and Avalanche to the Defendants as partial payment for what the Plaintiffs owed. If the Plaintiff Marlene Stirling was forced to sign over the boat on February 23\2011 why would she and her son Beau Stirling come back the next day, February 24\2011 to borrow another \$2000 and sign over the Avalanche? Also once you listen to the recordings of the plaintiff Marlene Stirling you will hear that she was very happy and was not forced or threatened into anything.
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- 6 The Defendants wrote the Plaintiffs multiple e-mails asking the Plaintiffs to pay the money back that they owed to the Defendants. The Defendants also told the Plaintiffs that as soon as the Plaintiffs paid the Defendants the rest of the money they owed, that the Plaintiffs would never hear from the Defendants again and everyone could go their separate ways. The Defendants have both e-mails and phone conversations where the Plaintiffs openly admitted to owing the Defendants and would pay them back right in 2 weeks. This was the same old story the Defendants would get when they asked the Plaintiffs for their money back.
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- 7 In April of 2011 the Plaintiff Marlene Stirling phoned the Defendant Myrna Beckman to ask her a question about her flowers. During that phone conversation the Defendant Shawn Martin told the Plaintiff Marlene Stirling that the Defendants needed the rest of their money and if they didn't receive it soon the Defendants were going to be forced to put a lien on the Plaintiffs house or talk to a debt collector. The Defendants told the Plaintiff Marlene Stirling they didn't want to have to do that but if the Defendants were not paid shortly they would have no other choice. The Plaintiff Marlene Stirling told the Defendants that she would pay the remainder of Plaintiffs debt as soon as her or her son Beau's house sold or they got any money from the plaintiff John Stirling, if the Defendants agreed not sell the Plaintiffs debt to anyone else. The Defendants agreed to this as it sounded fair for both parties.

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- 8 Sometime in July 2011 The Plaintiff Marlene Stirling ran into the Defendants at the grocery store in Chase. The Plaintiff Marlene Stirling told the Defendants that John Stirling was coming home from Colombia in a couple weeks because the Plaintiffs had to go to court as their house was being foreclosed on. The Defendants went online to <https://eservice.ag.gov.bc.ca/cso> and discovered that indeed the Plaintiffs were being taken to court and their house was in supreme foreclosure. The Defendants also have an e-mail from the Plaintiff John Stirling telling the Defendants that he and Martha, his girlfriend or new wife in Colombia, had split up.

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- 9 The Defendants do not know any Hells Angels or Hells Angels associates and have never had dealing with them or hired them to do anything. The only thing the Defendants know about the Hells Angels is what the Plaintiff John Stirling had told the Defendants about the Hells Angel and what the Defendants have heard about the Hells Angels on TV and in the newspapers. Both the Plaintiffs John and Marlene Stirling have told the Defendants that they knew and had dealing with the Hells Angels before. The Plaintiff Marlene Stirling also told the Defendants that two Hells Angels members had sat at her kitchen table and had coffee on multiple different times. Also if you do a search on the internet for John philip Stirling you will discover that in 2001 he was linked to a massive cocaine deal between the Hells Angels and Colombians. You will also discover that one of the Plaintiff John Stirling's alleged partners was a Hells Angels member. Here is a link to one article. [http://media.wiley.com/product\\_data/excerpt/62/04706809/0470680962-178.pdf](http://media.wiley.com/product_data/excerpt/62/04706809/0470680962-178.pdf) The Hells Angel Member in that article is the same person that the Plaintiff Marlene Stirling had mentioned to the Defendants previously. Also one day a man calling himself Ryan showed up at the Defendants residence wearing a black leather jacket with a Hells Angel patch and was looking for the Plaintiff John Stirling because John apparently owed this guy, Ryan, money. The Defendant Shawn Martin called Marlene and warned her that there was a guy named Ryan that just left the Defendants house and was looking for the Plaintiff John Stirling and that he sounded really pissed off at John. The Defendant Shawn Martin also told the Plaintiff Marlene Stirling that Ryan wasn't the first person that had showed up at the Defendants house looking for the Plaintiff John Stirling because he owed people money. The Defendant Shawn Martin asked the Plaintiff Marlene Stirling what the hell John was up to and warned the Plaintiff Marlene Stirling to be careful because the Plaintiff John Stirling was going to end up getting her and her son killed or in Jail. At no time did the Defendants ever threaten the Plaintiffs.

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- 10 The Plaintiff Beau Stirling has had his house for sale for four years. The Plaintiff Beau Stirling called the defendants house some time in April 2011 and said "if I had the money I would pay you guys the money my dad owes you guys but I am about to lose my house and my mom is losing her house too. The Plaintiff Beau Stirling also sent the Defendant Shawn Martin e-mails stating the same thing. It was also common knowledge around the Adams Lake community that the Plaintiffs Beau Stirling and Marlene Stirling were behind on their bills and mortgage payments. The Plaintiffs were also two years behind on their strata fees. It was also common knowledge that the Plaintiff Beau Stirling was planning on moving back to Victoria as soon as he could afford.

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- 11 The Defendants have an e-mail from the Plaintiffs accusing the Defendants of bugging the Plaintiffs house and hummer and saying that the Plaintiffs received a letter from the RCMP stating that fact.

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- 12 The Defendants have multiple e-mails and recordings proving that both of the Plaintiffs have contradicted themselves.

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- 13 The Defendants have video tape evidence of the Plaintiff John Stirling threatening to kill more than one person(s) at gun point.

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- 14 On September 10 2011 the Defendants were informed that the plaintiff John Stirling has been seeking to hire people to burn down the Defendants house and cause physical harm to them.

1b) The Defendants have an e-mail from the Plaintiffs stating that the Plaintiff John Stirling had given the RCMP the codes to his e-mail accounts. The Plaintiffs should be suing the RCMP for entering the Plaintiffs e-mail accounts, not the Defendants.

- 15 The Defendants would also like to questions the validity of the Plaintiffs Marlene Stirling's and Beau Stirling's signature and/or initials. The Defendants have signed documents from both Plaintiffs where they do not match the documents filed on August 29\2011 and August 31\2011 in Kamloops Supreme Court.

*[if more space is required - attach page and state "See Attached"]*

### **Division 3 – Additional Facts**

*[if additional material facts are relevant to the matters raised by the notice of civil claim, set out, in numbered paragraphs, a concise statement of those additional material facts.]*

- 1 All the alleged allegation made by the Plaintiffs against the Defendant Myrna Beckman should be dismissed immediately with prejudice as the Defendant Myrna Beckman does not have an e-mail account and has nothing to do with any of the statement of facts made by the plaintiffs. All the statements of facts made by the Plaintiffs is in regards to the Defendant Shawn Martin NOT Myrna Beckman and as such her case should be dismissed.
- 2 The case against the Defendant Shawn Martin should also be dismissed immediately with prejudice as the Plaintiffs are suing the wrong person(s). The Plaintiffs have also not provided any proof that the Defendant Shawn Martin entered the Plaintiffs e-mail account(s) or sent any of the Plaintiffs e-mails to anyone.

*[if more space is required - attach page and state "See Attached"]*

## **Part 2: RESPONSE TO RELIEF SOUGHT**

*[Indicate, for each paragraph in Part 2 of the notice of civil claim, whether the defendant(s) consent(s) to, oppose(s) or take(s) no position on the granting of that relief.]*

- 1 The defendant(s) consent(s) to the granting of the relief sought in paragraphs

of Part 2 of the notice of civil claim.

- 2 The defendant(s) oppose(s) the granting of the relief sought in paragraphs

The Defendants oppose the granting of relief by the Plaintiffs of Criminal Charges for extortion, blackmail, fraud, uttering threats, invasion of privacy and any other charges revealed to be relevant.

The Defendants oppose the granting of relief by the Plaintiffs of \$10,000,000.00 in damages to both Plaintiffs.

The Defendants oppose the granting of relief by the Plaintiffs of costs.

of Part 2 of the notice of civil claim.

- 3 The defendant(s) take(s) no position on the granting of the relief sought in paragraphs

of Part 2 of the notice of civil claim.

## **Part 3: LEGAL BASIS**

*[Using numbered paragraphs, set out a concise summary of the legal bases on which the defendant(s) oppose(s) the relief sought by the plaintiff(s) and specify any rule or other enactment relied on. The legal bases for opposing the plaintiff(s)' relief may be set out in the alternative.]*

- 1 The case against both defendants should be dismissed immediately with prejudice as neither of the Defendant have been charged or convicted of any criminal act(s).
- 2 This case is a civil matter not a criminal matter and as such this case should be dismissed and brought before the proper courts.
- 3 It is also up to crown counsel, not the Plaintiffs, if criminal charges are warranted.
- 4 The Plaintiffs case is a frivolous lawsuit at best and the amount they are seeking is total ridiculous.
- 5 The honor should find the case against both Defendants should be dismissed immediately with prejudice for the lack of merits and for wasting the courts time with total nonsense.

*[if more space is required - attach page and state "See Attached"]*

*[Set out the street address of the address for service. One or both of a fax number and an e-mail address may be given as additional addresses for service.]*

Defendant's address for service: ██████████, Chase, British Columbia Canada ██████████

Fax number address for service (if any): ██████████

E-mail address for service (if any): ██████████

Date: 14/Sep/2011  
[dd/mm/yyyy]

*Shawn Martin*  
 Signature of

Defendant       Lawyer for defendant(s)

Shawn Martin

[type or print name]

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.