

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

SUPERIOR COURT

No: 500-17-044030-081

**BIL'IN (VILLAGE COUNCIL)**, A body politic, which is the municipal authority over the Village of Bil'in, having its seat at the Council Hall of the Village of Bil'in, Occupied Territories, Palestine.

and

**AHMED ISSA ABDALLAH YASSIN**, duly elected Head of the Village Council of Bil'in, having elected domicile for the purpose of this matter at the Council Hall of the Village of Bil'in, Occupied territories, Palestine.

**Plaintiffs**

-v.-

**GREEN PARK INTERNATIONAL INC**, A corporation duly incorporated under Part 1A of the *Companies Act*, R.S.Q. c. C-38, having its registered domicile at 8356, Labarre Street, City and District of Montreal, Quebec, H4P 2E7

**GREEN MOUNT INTERNATIONAL INC.**, A corporation duly incorporated under Part 1A of the *Companies Act*, R.S.Q. c. C-38, having its registered domicile at 8356, Labarre Street, City and District of Montreal, Quebec, H4P 2E7

and

**ANNETTE LAROCHE**, sole director and officer of the Defendants Green Park and Green Mount, domiciled and residing at 416, Antonin-Campeau street, City of Deux-Montagnes, District of Terrebonne, Quebec, J7R 6Y5

**Defendants**

**FURTHER AMENDED AND PARTICULARIZED MOTION INTRODUCING A  
SUIT**  
**(ARTICLE 110 Code of Civil Procedure)**

---

**PLAINTIFFS RESPECTFULLY SUBMIT AS FOLLOWS:**

1. The plaintiff Village of Bil'in ("the Village") is located on the West Bank in the Occupied Palestinian Territories. There are approximately 1,700 residents living in the Village. The total land area of the Village is approximately 408 hectares. The Village brings this action on its own behalf and on behalf of its residents.
  - i) The Village Council was appointed by the Palestinian Authority in 2003 pursuant to the Oslo Accords. Its members were democratically elected based on two votes per family.
  - ii) As early as 1929, the Village of Bil'in was officially recognized by the British Mandate under the 1929 Administrative Division of Palestine, executed under the authority of Article II of the Palestine Order in Council. The boundaries of the village were also registered by the British Mandate and appear on the Fiscal Map prepared for Bil'in by the British Mandate Government in the 1930s that will be filed as **Exhibit P-1**. Since that time, the Village Council's role was served by a "Mukhtar", which is an official body that holds similar legal and administrative authority and performing the functions of a village council. During the British Mandate, the Jordanian Annexation Period, the Israeli Occupation and until the signing of the Oslo Accords in 1993, the village was administered by a Mukhtar. Under British Mandate Law and the Village Administration Ordinance of 1944 that will be filed as **Exhibit P-2**, a "village council" and a "Mukhtar" had the same status as to jurisdiction over and administration of the lands outlined in the aforesaid Fiscal Map.
  - iii) The specific and legal description of village lands are based on the four points of the Palestine Grid as follows:
 

Western Point	153660 - 148044
Eastern Point	157560 - 148240
Northern Point	156852 - 149257
Southern Point	156794 - 147148

- iv) The Village repeats paragraph 1(ii) and states that democratic village elections took place in 2003. Each family declared that the elected Village Council would have the authority to speak on their behalf. The results of the election are evidenced in the document that will be filed as **Exhibit P-3** on the letterhead of the Palestinian National Authority
- v) The name of plaintiff, Mr. Yassin, appears in the right hand column of **Exhibit P-3** as the third name beside the symbol "0" which is the number 5 in Arabic. In addition to **Exhibit P-3**, the document that will be filed as **Exhibit P-4** is from the Palestinian National Authority granting official recognition to the 8 elected Village Council members dated February 3, 2003.
- vi) The documents referred to at paragraph 1(v) are all of the relevant documents, laws and regulations establishing the authority of the Village of Bil'in.
- vii) The lands of the Village of Bil'in are not registered with a Land Registry. Until 1967, the British Mandate Government and then the Jordanian Government began a process of Land Registration. This process, which was initiated and funded by the State of Israel, is called "Land Settlement". In 1967, shortly after the State of Israel occupied the West Bank through military conquest, it issued a military order freezing all procedures of Land Settlement that had been initiated by the Jordanian Government and forbade any new Land Settlement procedures. Therefore the only lands in the West Bank that are registered with the Lands Registrar and that have title deeds are those registered prior to 1967 and comprise approximately 30% of West Bank lands. The Village of Bil'in is included in the remaining 70% of the lands and Village Lands are not registered in the Lands Registry. Since 1967, individuals can still register their land with the Lands Registrar, but only through private initiative and funding. The process of land registration is very expensive. The residents of the Village of Bil'in have no title deeds over their land. They only have Land Tax documents prepared by the Jordanian Government which evidences proof of land ownership and are usually and customarily relied on by the State of Israel as the basis for determining land ownership claims in cases of individual requests for land registration in the Land Registry or in cases of disputed land ownership.
- viii) With respect to authorizing documents, the Village relies on Exhibits P-3 and P-4 herein. The Village Council, which comprises the elected representatives of Bil'in, has the mandate and authority to commence this proceeding.

2. The Plaintiff, Ahmed Issa Abdallah Yassin (hereafter "Village Head Yassin"), is the duly elected Head of the Village Council of Bil'in and is the owner of parcels of land within the Village Land Boundaries as defined by the British Mandatory Government of Palestine.
  - i) Mr. Yassin was elected Village Head on January 19, 2003.
  - ii) "Duly elected" refers to the legitimacy of the elections, which were held under the authority granted by the Oslo Accords with Israel and by democratic means whereby every family in the village submitted a separate poll.
  - iii) The lands owned by Mr. Yassin are Parcels No.35 and 62. Parcel 62 is entirely inside the area where the defendants are carrying out building construction and Parcel 35 straddles the area where the defendants are carrying out building construction as more fully described in herein .
  - iv) As to the exact description of Mr. Yassin's lands, there are no co-ordinates or legal descriptions other than those referred to in the Fiscal Map referred to herein.
  - v) Of the two parcels of land owned by Mr. Yassin, Parcel 62 is completely within the lands of the Fiscal Map. Parcel 35 straddles the Fiscal Map.
  - vi) **Exhibits P-3 and P-4** establish and confirm the election of Mr. Yassin as Village Head. The plaintiff is not in possession of English translations of these documents
  - vii) There are no title deeds for Lands in the Village of Bil'in.
3. The defendant, Green Park International Inc., is a Canadian corporation registered in the Province of Quebec as Registry No.1162349139 and is subject to the jurisdiction of the Laws of Quebec, Canada and International Law, as appears from the print-out of the registrar of Businesses that will be filed as **Exhibit P-5**.
4. The defendant, Green Mount International Inc., is a Canadian corporation registered in the Province of Quebec as Registry No.1162348099 and is subject to the jurisdiction of the Laws of Quebec, Canada and

International Law, as appears from the print-out of the registrar of Businesses that will be filed as **Exhibit P-6**.

5. The registered address of the corporate defendants is 8356, Labarre Street, Montreal, Quebec, H4P 2E7, as appears from **Exhibits P-5 and P-6**.
6. The defendant, Annette Laroche, is the sole Director and Officer of the corporate defendants and resides in the Province of Quebec, as appears from **Exhibits P-5 and P-6**.
7. The defendant, Annette Laroche, as the sole director and officer of the corporate defendants is deemed to be the principal and controlling mind of the corporate defendants and is therefore personally liable for the illegal conduct of those parties as set out in this claim. The Village pleads and relies on Article 321 of the Quebec Civil Code which provides that:

***A director is considered to be the mandatory of the legal person. He shall, in the performance of his duties, conform to the obligations imposed on him by law, the constituting act or the by-laws and he shall act within the limits of the powers conferred on him.***

- i) ii) A corporate registry search conducted in the Province of Quebec which is more specifically referred to at **Exhibits P-5 and P-6**, confirms that the defendant, LaRoche, is the sole officer and director of the corporate defendants. Directors are deemed to be liable for the conduct of the business and affairs of the companies where they have been so appointed and where that conduct is either civilly wrong in itself or exhibits a separate identity of interest. The plaintiffs have made this allegation with respect to the defendant, LaRoche. That defendant is deemed at law to be the principle and controlling mind of the defendant companies. The claims made in this Further Amended and Particularized Motion Introducing a Suit (hereinafter the Further Amended and Particularized Motion Introducing a Suit ) in the nature of the delict of the commission of war crimes and statutory breaches are such that personal liability attaches to individual directors for their commission.

- iii) The plaintiffs state that in allowing herself to be named director of the corporate defendants, LaRoche is deemed to be a participant in the illegal activities as more specifically described in this Further Amended and Particularized Motion Introducing a Suit.
  - iv) As to more evidence with respect to the defendant LaRoche, the plaintiffs repeat and rely on 7(i) and 7(ii) and repeat and rely on all of the facts as stated in this Further Amended and Particularized Motion Introducing a Suit
- 8. The Village is located on land commonly known as the "West Bank" which forms part of the Occupied Palestinian Territories.
  - i) The document that will be filed as **Exhibit P-7** titled The Separation Barrier In the West Bank February 2008, depicts and positions the precise location of the Village of Bil'in. The documents that will be filed as **Exhibit P-8** are pages 97 and 118 taken from the publication titled "The Return Journey", authored by Salman H. Abu-Sitta published in 2007 by the Palestine Land Society. This document also establishes the specific and legal description of village lands as referred to in paragraph 1 (iii) herein.
- 9. The Village claims that the corporate defendants, ~~and each of them~~, on their own behalf and as *de facto* agents of the State of Israel, are, and have been illegally constructing residential and other buildings and marketing and selling condominium units and /or other built up areas on the land, to the civilian population of the State of Israel, thereby creating a new dense settlement neighbourhood on the lands of the Village of Bil'in. In so doing, these defendants are aiding, abetting, assisting and conspiring with the State of Israel in carrying out an illegal purpose. The defendant, LaRoche, is deemed to be liable for the conduct of the corporate defendants in her capacity as the sole director and officer of those defendants.
  - i) As to what extent and in what manner the corporate defendants are acting as agents of the State of Israel, the facts are that for four decades consecutive Israeli governments have pursued a policy of

populating the West Bank with Israeli civilians and they have accomplished this goal both through government and the private sector. In recent years, and since the Camp David Summit in 2000, Israeli government policy has concentrated on what is known as "the settlement blocs," the Modi'in Bloc (including Modi'in Illit) being one of them. It is the declared policy of the State of Israel to ensure that the settlement blocs will remain part of the State of Israel in any future agreement with Palestine. Transferring Israeli population and creating new "facts on the ground" is the State's strategy for achieving this policy. The corporate defendants are instrumental in carrying out this policy. By constructing, marketing, soliciting, and otherwise encouraging and facilitating members of the civilian population of Israel to transfer their place of residence into the occupied territories, the defendant companies ~~and their officer and director~~ are aiding, abetting and assisting the State of Israel in implementing its illegal policy of transferring its civilian population to the occupied territories in direct violation of the laws upon which this claim relies. The defendant, LaRoche, is deemed to be liable for the conduct of the corporate defendants in her capacity as the sole director and officer of those defendants.

- i)
- ii) *"De facto"* in the context of the Further Amended and Particularized Motion Introducing a Suit means that the corporate defendants are in fact and in law deemed to be the agents of the State of Israel for the purpose of carrying out the illegal activities more fully described within the Motion. An Israeli Settlement on the village lands of Bil'in comprises a town or municipality under Israeli governmental control. The State of Israel has permitted, supported and encouraged the corporate defendants in constructing residential and other buildings referred to in this claim and the corporate defendants have thereby assisted, aided and abetted Israel in the creation of an Israeli municipal entity on village lands.
- iii) In addition to aiding, assisting and abetting Israel in carrying out the illegal purpose of transferring portions of the civilian population from Israel into the West Bank in violation of international law as pleaded herein, the corporate Defendants are in the business of constructing apartment buildings, selling condominium units and renting apartments to Israeli settlers for a profit. It is in that sense that the corporate Defendants are acting on their own behalf.
- iv) Paragraph 9 of the Further Amended and Particularized Motion Introducing a Suit does not specifically allege that the defendant, LaRoche, was appointed agent of the State of Israel. An agency

relationship is a conclusion of law based upon fact. The facts are that LaRoche is the sole director of the defendant companies that are carrying out illegal construction on the lands of the Village of Bil'in as agents of the State of Israel and that LaRoche is thereby deemed to be an agent as pleaded in this Amended and Particularized Motion Introducing a Suit.

- v) Paragraph 9 of this Further Amended and Particularized Motion Introducing a Suit does not specifically allege that the corporate defendants, were appointed agent of the State of Israel. An agency relationship is a conclusion of law based upon fact. The facts are that the corporate defendants, with the permission, support and encouragement of the State of Israel, are carrying out illegal construction on the lands of the Village of Bil'in as agents of the State of Israel and that these defendants are thereby deemed to be agents as pleaded in this Further Amended and Particularized Motion Introducing a Suit.
- vi) The illegality claimed in this paragraph relates primarily to the laws referred to throughout the Further Amended and Particularized Motion Introducing a Suit and is summarized neatly at paragraph 24 of that document. The plaintiffs expressly reserve the right to refer the court to any additional law that might apply to the facts of this case as pleaded.
- vii) The construction of the buildings on the lands of the Village of Bil'in commenced in February 2005.
- viii) The defendant, LaRoche, ~~has been involved~~ is deemed legally to be liable for in the said construction in her capacity as the sole registered director and officer of the corporate defendants. ~~As such she is deemed legally, to be involved in the construction as pleaded.~~
- ix) As the sole registered director and officer of the corporate defendants the defendant, LaRoche, is legally deemed to be involved in the construction, marketing and selling of the project as pleaded.
- x) The allegations against the defendant, Laroche, as pleaded herein do not pre-date her appointment as a Director of the corporate defendants.
- xi) As the sole registered director and officer of the corporate defendants the defendant, LaRoche, is legally deemed to be involved in the construction, marketing and selling of the project as



~~pleaded. The defendant, LaRoche, has been involved in the said marketing and selling in her capacity as the sole registered director and officer of the corporate defendants. As such she is deemed legally, to be involved in the marketing and selling as pleaded.~~

- xii) The defendant companies have declared the neighbourhood for Israeli settlers only, as more specifically stated in their Petition and Reply in the case *Yassin v Government of Israel*, submitted to the Israeli Supreme Court Sitting as the High Court of Justice bearing Court File No. HCJ8414/05 that will be filed as **Exhibits P-9**. They have proclaimed that "the land is held in trust for its private purchasers and was furthermore allocated to its purchasers for the establishment of a Jewish neighbourhood in the town of Modi'in Illit." In addition, on the lands of the Village of Bil'in there are signs and billboards in Hebrew advertising the corporate defendants as contractors having condominium units for sale or rent. The signs and billboards provide the name and phone number for the corporate defendants and they employ as their sales agents local Israeli real estate agents. The building construction referred to herein has been constructed entirely for Israeli settlers. The system of buying and selling apartment units is administered by and approval provided through a local Rabbinical Council.
- xiii) **Exhibit P-10**, which will be filed, is the affidavit of Gidi Bat sworn on behalf of the corporate defendants confirming the truth of the facts as set out in **Exhibit P-9**. **Exhibit P-11** which will be filed, is a document whereby the corporate defendants will allege that they acquired lands of the Village of Bil'in written in Hebrew and translated into English. **Exhibit P-12** which will be filed, is an Israeli Government Map declaring the boundaries of the Settlement of Modi'in Illit within the boundaries of the Village of Bil'in.
- xiv) The plaintiffs do not plead in this paragraph that they have any marketing or selling material nor could they reasonably be expected to have such material as the building and apartment construction are exclusively marketed or sold to Israeli settlers and not to Bil'in villagers. These documents are in the possession of the corporate defendants.

10. The lands on which the corporate defendants are building the new settlement neighbourhood are contained within the boundaries of a Fiscal Map, as appears from **Exhibit P-1** that will be filed and that was drawn in the 1930's, pursuant to the official administrative division of the lands of the West Bank conducted by the British Mandatory Government of

Palestine at that time and accepted by the State of Israel. The lands where the corporate defendants are building are described as follows:

Fiscal Block 2 in areas Ad-Dahr, Al Mazarib & Jurat Abu Shamal, Al Masatih & Al Mamlaha, Al Urqan and Fiscal Block 3, in areas:

Umm as-Sabaya, Warat al Mizan, Khirbat Umm ad-Dinein,  
Warat ash-Shajar & Khallat al Muqr

Official Co-Ordinates :

North 647300 – 648350 Israel Grid

East 204150 – 206250 Israel Grid

- i) As the sole registered director and officer of the corporate defendants, the defendant, LaRoche, is deemed legally, to be involved in the construction as pleaded.
  - ii) **Exhibit P-1** shows the boundaries of the lands of the Village of Bil'in. It does not describe title deeds, as there are none.
  - iii) **Exhibit P-1** shows the boundaries of the lands of the Village of Bil'in. The document does not describe title deeds, as there are none. In answer to all particulars the plaintiffs refer to and rely upon all of the facts as stated in the Further Amended and Particularized Motion Introducing a Suit.
11. The West Bank, which forms part of the Occupied Palestinian Territories, is land occupied by the State of Israel arising from an act of war between Israel and Jordan, Syria and Egypt that took place in 1967.
12. The West Bank lands that were occupied by the State of Israel were never annexed by Israel. The lands are therefore considered by the International Community, the United Nations and the State of Israel to be occupied territory and are subject to the rules and obligations of international law, including international humanitarian law.

13. Prior to the State of Israel occupying the West Bank in 1967, the Municipality of Bil'in had jurisdiction over the entire lands of the Village as more fully described in the Fiscal Map referred to in paragraph 10 herein. Those village lands encompassed and included the lands upon which the corporate defendants have been building the new settlement neighbourhood.

- i) The plaintiffs repeat and rely on paragraph 1 (i to xiii) with respect to the jurisdiction of the Village of Bil'in over its lands.
- ii) The Municipality is the predecessor to today's Village Council.
- iii) The Village of Bil'in does not claim ownership of the lands. The village claims municipal jurisdiction.
- iv) As to documents establishing jurisdiction, please refer to all Exhibits referred to herein. In answer to all particulars, the plaintiffs refer to and rely upon all of the facts as stated in the Further Amended and Particularized Motion Introducing a Suit.

14. The Village pleads, that in contravention of international law as referred to herein, the State of Israel severed portions of the village lands and then illegally assigned those lands to another local council created by the State for the express purpose of building an Israeli settlement on village lands. The corporate defendants are therefore parties to an illegal action and the defendant, LaRoche, as sole director and officer of the corporate defendants, is deemed to be a party to the said illegal action whereby the lands that are lawfully within the jurisdiction of the Village have been taken from it to facilitate the illegal construction as pleaded herein.

- i), ii) In 1991, the land in question was declared by the State of Israel to be state land. In 1996, the official boundary map of Modi'in Illit, including the land that would become the Mattityahu East Neighbourhood, was declared and presented by the Military Commander of the Israeli Defence Forces. Those acts resulted in the severance of the lands as pleaded in this paragraph.
- iii) The specific land that was severed is more fully described in **Exhibits P-7, P-8 and P-13** which is described as a map depicting Mattityahu East, including the Bil'in Lands, by land parcel number.

- iv) The State of Israel is an occupying power as pleaded throughout this claim. It is unlawful for the State to re-assign land over which it only has military control for non-military or security uses under any circumstances. The plaintiffs repeat and rely on all of the law as referred to throughout the claim.
- v) The lands of the Village of Bil'in were unlawfully assigned to the illegal local council of the Israeli Village of Modi'in Illit. The land upon which the corporate defendants are constructing apartment buildings was declared to be Israeli state land thus severing it from the Village of Bil'in. The land was then assigned to the local council of Modi'in Illit and then to the corporate defendants for their use as more fully described herein. The allegation of unlawful assignment to Modi'in Illit, and the participation or benefit from that unlawful assignment by the corporate defendant's, violates the law as referred to herein.
- vi) The assignment referred to in the previous sub-paragraph took place in 1996.
- vii) After Modi'in Illit was established in 1996, the lands of the Village of Bil'in were claimed to have been purchased by the corporate defendants for development as more fully described in the Judgments of The Supreme Court of Israel Sitting as the High Court of Justice bearing Court File Nos. 143/06 & 8414/05, and which will be filed as **Exhibits P-14 and P-15**. The plaintiffs have no knowledge nor could they reasonably have knowledge of what the defendants knew about the severing of the land by the State of Israel.
- viii) After Modi'in Illit was established in 1996, the lands of the Village of Bil'in were claimed to have been purchased by the corporate defendants for development as more fully described in the Judgments of The Supreme Court of Israel Sitting as the High Court of Justice bearing Court File Nos. 143/06 & 8414/05 and which will be filed as **Exhibits P-14 and P-15**. The plaintiffs have no knowledge nor could they ever have knowledge of what the defendants knew about the assignment of the lands to the Local Council of Modi'in Illit. In answer to all particulars the plaintiffs refer to and rely upon all of the facts as stated in the Further Amended and Particularized Motion Introducing a Suit.
- ix) The plaintiffs do not allege that the defendants participated actively in the initial severance and subsequent assignment of village lands to the Local Council of Modi'in Illit
- x) The plaintiffs make no claim against the defendant, LaRoche, prior to her appointment as Director of the corporate defendants.

xi) As registered director/officer of the companies.

xii) xiii)

With respect to the allegations made in this paragraph the plaintiffs rely on all of the documents referred to herein that will be filed. In answer to all particulars the plaintiffs refer to and rely upon all of the facts as stated in the Further Amended and Particularized Motion Introducing a Suit.

15. The Village pleads and relies on Article 49(6) of the *Fourth Geneva Convention* dated August 12, 1949 "Relative to the Protection of Civilian Persons in Time of War". The convention is considered customary international law binding all countries and was ratified by the State of Israel. The convention provides as follows:

***The Occupying Power shall not deport or transfer parts of its own civilian population into the territory it occupies.***

- i) The occupying power is the State of Israel.
- ii) The plaintiffs repeat paragraphs 9 (i)(iv) herein and state that by constructing, marketing, soliciting, and otherwise encouraging and facilitating members of the civilian population of the State of Israel to transfer and maintain their place of residence in the occupied territories, the corporate defendants are, and as sole director and officer of the corporate defendants, the defendant LaRoche, is deemed to be aiding, abetting and assisting the State in transferring its civilian population to the occupied territories, in direct violation of Article 49 (6) the *Fourth Geneva Convention*.
- iii) With respect to allegations made against the defendant, LaRoche, the plaintiffs refer to and rely upon all of the facts as stated in the Further Amended and Particularized Motion Introducing a Suit.
- iv) With respect to the ways in which the corporate defendants violated Article 46 (6) of the *Fourth Geneva Convention*, the plaintiffs repeat paragraph 15(ii) herein and further repeat and rely on all of the facts as stated in the Further Amended and Particularized Motion Introducing a Suit.
- v) With respect to the documents that the plaintiffs intend to rely on to prove the allegations as set out in this paragraph, the plaintiffs state that the documents are all those exhibits referred to herein.

16. The Village further pleads and relies on Section 3(1), Schedule V Protocol 1, Part 1, Article 1 (1) and Schedule V Protocol 1, Part V, Section 11, Article 85 (4)(a) of the *Geneva Conventions Act*, R.S.C. 1985, c. G-3, which provides that:

***3(1) Every person who, whether within or outside Canada, commits a grave breach referred to in... Article 11 or 85 of Schedule V is guilty of an indictable offense, and (a) if the grave breach causes the death of any person, is liable to imprisonment for life; and (b) in any other case, is liable to imprisonment for a term not exceeding 14 years.***

Schedule V Protocol 1, Part 1, Article 1 (1):

***The High Contracting Parties undertake to respect and to ensure respect for this protocol in all circumstances.***

Schedule V Protocol 1, Part V, Section 11, Article 85 (4)(a):

***In addition to the grave breaches defined in the preceding paragraph and in the Conventions, the following shall be regarded as grave breaches of this Protocol, when committed wilfully and in violation of the Conventions or the Protocol:***

- (a) ***the transfer by the occupying Power of parts of its own civilian population into the territory it occupies, or the deportation or transfer of all or parts of the population of the occupied territory within or outside this territory, in violation of article 49 of the fourth convention.***
- i) With respect to the allegations made in this paragraph, the plaintiffs further repeat paragraph 15 herein and further refer to and rely on all of the facts as stated in the Further Amended and Particularized Motion Introducing a Suit.
- ii) With respect to the allegations made against the State of Israel in this paragraph the plaintiffs further repeat paragraph 15 herein and further repeat and rely on all of the facts as stated in the Further Amended and Particularized Motion Introducing a Suit.
- iii) With respect to the documents that the plaintiffs intend to rely on to prove the allegations as set out in this paragraph, the plaintiffs state that the documents are all of the documents referred to herein.

17. The Village further pleads and relies on the *Rome Statute of the International Criminal Court* dated July 17, 1998, which provides as follows:

**Article 8(2)(b)(viii)**

**For the purpose of this Statute, 'war crime' includes:**

***The transfer, directly or indirectly, by the Occupying Power of parts of its own civilian population into the territory it occupies, or the deportation or transfer of all or parts of the population of the occupied territory within or outside this territory.***

**Article 25**

***In accordance with this Statute, a person shall be criminally responsible and liable for punishment for a crime within the jurisdiction of the Court if that person:***

***(c) For the purpose of facilitating the commission of such a crime, aids, abets or otherwise assists in its commission or its attempted commission, including providing the means for its commission.***

- i) The occupying power is the State of Israel.
- ii) As to how the state has participated in the said behaviour the plaintiffs further refer to and rely on all of the facts as stated in the Further Amended and Particularized Motion Introducing a Suit.

iii), iv), v), vi)

As to the participation of the defendant, LaRoche, in violating the *Rome Statute of the International Court* the plaintiffs further repeat and rely on all of the facts as stated in the Further Amended and Particularized Motion Introducing a Suit.

vii), viii), ix)

The corporate defendants facilitated, aided and abetted in the commission of offences in violation of the *Rome Statute of the International Criminal Court*

- x) As to any other ways in which the corporate defendants assisted, aided and abetted in violations of the *Rome Statute of the International Court* the plaintiffs further repeat and rely on all of the facts as stated in the Further Amended and Particularized Motion Introducing a Suit.

xi) ...

- xii) The plaintiffs make no allegation that the corporate defendants are occupying powers.

- xiii) With respect to the documents that the plaintiffs intend to rely on to prove the allegations as set out in this paragraph, the plaintiffs state that the documents are all of the exhibits referred to herein.

- xiv) With respect to the Village of Bil'in, the plaintiffs repeat and rely on paragraph 13 herein and further refer to and rely on all of the facts as stated in the Further Amended and Particularized Motion Introducing a Suit.
18. The Village further pleads and relies on Section 6(1)(c) of the Canadian *Crimes Against Humanity and War Crimes Act* S.C. 2000, c. 24 which provides that:
- Every person who, either before or after the coming into force of this section, commits outside Canada ( c) a war crime, is guilty of an indictable offence and may be prosecuted for that offence in accordance with section 8.***
- i) As to the allegations against the defendant, LaRoche, as set out in this paragraph, the plaintiffs repeat and rely on all of the facts as stated in the Further Amended and Particularized Motion Introducing a Suit.
  - ii) As to the allegations against the corporate defendants as set out in this paragraph, the plaintiffs state that the corporate defendants have committed war crimes and further refer to, repeat and rely on all of the facts as stated in the Further Amended and Particularized Motion Introducing a Suit.
19. Section 6(3) of the Canadian *Crimes Against Humanity and War Crimes Act* S.C. 2000, c. 24 defines a war crime to mean:
- An act or omission committed during an armed conflict that, at the time and in the place of its commission, constitutes a war crime according to customary international law or conventional international law applicable to armed conflicts...***
20. Section 6(4) of the Canadian *Crimes Against Humanity and War Crimes Act* S.C. 2000, c. 24 incorporates the definition of "war crime" as set out at Article 8(2)(b)(viii) of the *Rome Statute of the International Criminal Court* dated July 17, 1998 into Canadian domestic law.
21. The Village further pleads and relies on the Quebec *Charter of Human Rights and Freedoms*, R.S.Q., c. C-12, which provides as follows:



**4. Every person has the right to the safeguard of his dignity, honour and reputation.**

**6. Every person has a right to the peaceful enjoyment and free disposition of his property, except to the extent provided by law.**

**8. No one may enter upon the property of another or take anything therefrom without his express or implied consent.**

- i) The village refers to, repeats and relies upon all of the facts as stated in the Further Amended and Particularized Motion Introducing a Suit and states that arising therefrom, its dignity and honour have been violated.
- ii) The village refers to, repeats and relies upon all of the facts as stated in the Further Amended and Particularized Motion Introducing a Suit and states that it has been denied peaceful enjoyment of its property and that the corporate defendants, ~~under the direction of the appointed Director,~~ have deprived the village and its indigenous population of the peaceful enjoyment and free disposition of their land as fully pleaded in this Further Amended and Particularized Motion Introducing a Suit and the defendant, LaRoche, as sole director and officer of the corporate defendants, is deemed to be a party to the said illegal activity.
- iii) As to proof of ownership and title to the land referred to herein, the plaintiffs repeat and rely upon all of the facts and exhibits as pleaded herein.

22. The Village further pleads and relies on Article 1457 of the *Civil Code of Quebec* as follows:

***Every person has a duty to abide by the rules of conduct which lie upon him, according to the circumstances, usage or law, so as not to cause injury to another.***

***Where he is endowed with reason and fails in this duty, he is responsible for any injury he causes to another person and is liable to reparation for the injury, whether it be bodily, moral or material in nature.***

***He is also liable, in certain cases, to reparation for injury caused to another by the act or fault of another person or by the act of things in his custody.***

- i) As to the injury caused as a result of violations by the corporate defendants of the *Quebec Civil Code*, the plaintiffs repeat and rely upon all of the facts as stated in the present Further Amended and

Particularized Motion Introducing a Suit. The defendant, LaRoche, is deemed to be liable for such violations by the corporate defendants as the sole director and officer of those companies.

- ii) The behaviour as alleged throughout this Further Amended and Particularized Motion Introducing a Suit was that of the corporate defendants.

- 22(a) The Village further pleads and relies on the policy of the Government of Canada with respect to Israeli Settlements in the Occupied Territories.
- 23. The Village further claims that the defendants, on their own behalf and as agents of the State of Israel, are subject to the jurisdiction and are required to comply with the laws referred to at paragraphs 15 to 22 herein.
- 24. The Village pleads that the corporate defendants, on their own behalf and as agents of the State of Israel, are constructing residential and other buildings and are creating a new dense settlement neighbourhood on the lands of the Village and are marketing and selling therein condominium units and other built up areas to the civilian population of the occupying power, the State of Israel, for the purpose of transferring the civilian population of Israel to the village's land and removing the population of the Village from their land. In so doing, the corporate defendants are aiding, abetting, assisting and conspiring with the State of Israel in carrying out an illegal purpose. The defendant, LaRoche, is deemed legally to be liable for the conduct of the corporate defendants in her capacity as their sole registered director and officer. The defendants, and each of them, are therefore in violation of the aforesaid Article 49(6) of the *Fourth Geneva Convention* dated August 12, 1949, Section 3(1), Schedule V Protocol 1, Part 1, Article 1 (1) and Schedule V Protocol 1, Part V, Section 11, Article 85 (4)(a) of the *Geneva Conventions Act*, R.S. 1985, c. G-3 , Articles 8(2)(b)(viii) and 25 (c) of the *Rome Statute of the International Criminal Court* dated July 17, 1998, Section 6(1)(c), 6(3) and 6 (4) of the Canadian

*Crimes against Humanity and War Crimes Act S.C. 2000, c. 24, Sections 6 and 8 of the Charter of Human Rights and Freedoms, R.S.Q., c. C-12 and Article 1457 of the Civil Code of Quebec.*

i) to xv)

The plaintiffs plead that the defendants are in error and are not entitled to read each paragraph of the Further Amended and Particularized Motion Introducing a Suit as if each paragraph were a separate pleading having no connection with each and every other paragraph. The plaintiffs state that they have exhaustively and to the best of their knowledge, information and belief provided full particulars and complete documentation of every allegation made herein and repeat, plead and rely upon each allegation of fact and law and the documents as referred to herein as set out in this entire document.

ii ...

25. The Village further pleads that the defendants, and each of them, have the mental capacity to know and understand the consequences of their acts, are able to discern right from wrong and are at fault for the delicts as pleaded herein. The corporate defendants delicts have harmed the Village which has been damaged and has suffered damages. The damages suffered by the plaintiffs were and are a direct and immediate consequence of the faults of the corporate defendants and were reasonably foreseeable in the circumstances under which the faults were committed. The defendant, LaRoche, is deemed to be liable for the delicts and faults committed by the corporate defendants as the sole director and officer of those defendants .

i) to iv)

The plaintiffs plead that the defendants are in error and are not entitled to read each paragraph of the Further Amended and Particularized Motion Introducing a Suit as if each paragraph was a separate pleading having no connection with each and every other paragraph. The plaintiffs state that they have exhaustively and to the best of their knowledge, information and belief provided full particulars and complete documentation of every allegation made

herein and repeat, plead and rely upon each allegation of fact and law and the documents as referred to herein as set out in this entire document.

26. The Village further pleads that as a result of their activities in constructing residential and other buildings on the lands of Bil'in, creating a new dense settlement neighbourhood and selling and marketing condominium units and other built up areas to the civilian population of the State of Israel, the corporate defendants are liable for the delicts of breach of statutory duties and war crimes and the damages that flow from those delicts. The defendant, LaRoche, is deemed liable for the delicts committed by the corporate defendants as sole director and officer of those defendants.

i) and ii)

The plaintiffs plead that the defendants are in error and are not entitled to read each paragraph of the Further Amended and Particularized Motion Introducing a Suit as if each paragraph was a separate pleading having no connection with each and every other paragraph. The plaintiffs state that they have exhaustively and to the best of their knowledge, information and belief provided full particulars and complete documentation of every allegation made herein and repeat, plead and rely upon each allegation of fact and law and the documents as referred to herein as set out in this entire document.

27. The Village further pleads that the corporate defendants have, and the defendant LaRoche, as sole director and officer, is deemed to have ~~and each of them~~, wilfully intended to enter upon the lands of the Village for the express purpose of constructing residential and other buildings and to create a new dense settlement neighbourhood on Village land. ~~The defendants~~ and the corporate defendants are marketing and selling therein condominium units and other built up areas to the civilian population of the State of Israel with the further wilful intent of transferring the civilian population of Israel to the village's land thereby denying access to the land to the population of the Village from their land. In so doing, the

corporate defendants have, and the defendant, LaRoche, as sole director and officer, is deemed to have ~~have been and are wilfully intending intended~~ to aid, abet and assist the State of Israel in carrying out an illegal purpose.

- i) As to the wilful intent of the defendant, LaRoche, the facts are that she was either aware or deemed to have been aware that upon consenting to her appointment as sole director and officer of the corporate defendants she would be liable for all of the wrongdoing of those defendants as factually pleaded herein.
- ii) As to the technical description of the lands, the plaintiffs plead that the defendants are in error and are not entitled to read each paragraph of the Further Amended and Particularized Motion Introducing a Suit as if each paragraph was a separate pleading having no connection with each and every other paragraph. The plaintiffs state that they have exhaustively and to the best of their knowledge, information and belief provided full particulars and complete documentation of every allegation made herein and repeat, plead and rely upon each allegation of fact and law and the documents as referred to herein as set out in this entire document.
- iii) ...
- iv) As to how the marketing and selling is restricted to the civilian population of the State of Israel, the facts are that the defendant companies have declared the neighbourhood for Israeli settlers only, as more specifically stated in their Petition to the Israeli Supreme Court Sitting as the High Court of Justice bearing Court File No. HCJ8414/05 that will be filed as **Exhibits P-9**. They have proclaimed that "the land is held in trust for its private purchasers and was furthermore allocated to its purchasers for the establishment of a Jewish neighbourhood in the town of Modi'in Illit." In addition, on the lands of the Village of Bil'in, there are signs and billboards in Hebrew advertising the corporate defendants as contractors having condominium units for sale or rent. The signs and billboards provide the name and phone number of the corporate defendants and they employ local Israeli real estate agents as their sales agents. The building construction referred to herein has been constructed entirely for Israeli settlers. The system of buying and selling apartment units is administered and approved by a local Rabbinical Council
- v) The State of Israel has declared the land to be "State Lands" and then through the Civil Administration's Planning and Building Commission, approved the construction of a settlement within the Bil'in municipal boundaries, as more fully described throughout this

Further Amended and Particularized Motion Introducing a Suit. The practical and foreseeable result of the construction of the Israeli settlement was the denial of access of Bil'in residents from that section of their land and from those parcels of land upon which the corporate defendants are carrying out their construction as more fully described throughout this Further Amended and Particularized Motion Introducing a Suit. These facts are further confirmed by the fact that the marketing and sales of the apartment units by the corporate defendants prohibit the plaintiffs from purchasing or living in the buildings.

- vi) As to the technical description of the lands, the plaintiffs plead that the defendants are in error and are not entitled to read each paragraph of the Further Amended and Particularized Motion Introducing a Suit as if each paragraph was a separate pleading having no connection with each and every other paragraph. The plaintiffs state that they have exhaustively and to the best of their knowledge, information and belief provided full particulars and complete documentation of every allegation made herein and repeat, plead and rely upon each allegation of fact and law and the documents as referred to herein as set out in this entire document.
- vii) As to the technical description of the lands, the plaintiffs plead that the defendants are in error and are not entitled to read each paragraph of the Further Amended and Particularized Motion Introducing a Suit as if each paragraph was a separate pleading having no connection with each and every other paragraph. The plaintiffs state that they have exhaustively and to the best of their knowledge, information and belief provided full particulars and complete documentation of every allegation made herein and repeat, plead and rely upon each allegation of fact and law and the documents as referred to herein as set out in this entire document.
- viii) The plaintiffs state that they have exhaustively and to the best of their knowledge, information and belief provided full particulars and complete documentation of every allegation made herein and repeat, plead and rely upon each allegation of fact and law and the documents as referred to herein as set out in this entire document.

28. The Village further pleads, in the alternative, that the corporate defendants, and each of them, have and the sole director and officer, the defendant, LaRoche, is deemed to have negligently entered upon the lands of the Village to construct residential and other buildings and to create a new dense settlement neighbourhood on Village land and are

marketing and selling therein condominium units and other built up areas to the civilian population of the State of Israel in violation of the laws referred to at paragraphs 15 to 22 herein. In so doing, the corporate defendants are and the defendant, LaRoche, as sole director and officer, are deemed to have negligently aiding, abetting and assisting the State of Israel in carrying out an illegal purpose.

29. The Village further pleads that pursuant to a decision of the Israeli Supreme Court sitting as the High Court of Justice in *Bargil v Government of Israel*, HCJ 4481/91, the matters at issue herein are not justiciable before the Israeli courts, as appears from a copy of said decision that will be filed as **Exhibit P-16**. In addition, despite the facts and the law as pleaded herein, the Israeli Supreme Court has never ruled that Israeli settlements in the Occupied Palestinian Territories are illegal under international law thereby making the Israeli courts an inappropriate legal forum for this action.
  - i) As to the matters at issue as pleaded in this paragraph, the plaintiffs plead that the defendants are in error and are not entitled to read each paragraph of the Further Amended and Particularized Motion Introducing a Suit as if each paragraph was a separate pleading having no connection with each and every other paragraph. The plaintiffs state that they have exhaustively and to the best of their knowledge, information and belief provided full particulars and complete documentation of every allegation made herein and repeat, plead and rely upon each allegation of fact and law and the documents as referred to herein as set out in this entire document.
  - ii) To the best of the knowledge, information and belief of the plaintiffs, an injunction in the nature of the one sought herein based upon the facts and law as pleaded in this Further Amended and Particularized Motion Introducing a Suit has never been sought or obtained in Israel.
  - iii) To the best of the knowledge, information and belief of the plaintiffs, an injunction in the nature of the one sought herein based upon the facts and law as pleaded in this Further Amended and Particularized Motion Introducing a Suit has never been sought or

obtained in Israel. Consequently there are no court records of this nature.

30. The Village further pleads that the Quebec Superior Court is *the* appropriate forum for this proceeding because the defendants are domiciled in the Province of Quebec and, as Canadian corporations and Canadian citizens, their conduct both in Canada and outside of Canada is governed by International Law, the Laws of Canada and the Laws of Quebec. The Village pleads and relies on Article 3134 of the *Civil Code of Quebec* which provides that "in the absence of any special provision, the Quebec authorities have jurisdiction when the defendant is domiciled in Quebec." The Village further pleads that it is not in the interest of justice for this case to be referred to a court in Israel under the Declatory Exception provided for in Articles 163 and 164 of the *Quebec Code of Civil Procedure*.
  
31. The Village further pleads that it is entitled to a permanent injunction on the basis of the breaches described herein above and, to any extent this may be necessary, that its residents suffer from and will continue to suffer irreparable harm from the illegal activities of the corporate defendants and the deemed illegal activities of the defendant, LaRoche, as sole director and officer of the corporate defendants as set out herein, that there is a serious question to be tried before the court and that the harm suffered by the Village is greater than the harm that the defendants may suffer should this court grant an injunction. The Village further pleads and relies on Section 49 of the *Quebec Charter of Human Rights and Freedoms*, R.S. Q., c. C. 12 which provides that the victim of a breach of the Charter is entitled "***to obtain the cessation of such interference.***"
  - i) With respect to the harm being suffered by the Village under the provisions of the *Quebec Charter of Human Rights and Freedoms*, the plaintiffs plead that the defendants are in error and are not entitled to read each paragraph of the Further Amended and Particularized Motion Introducing a Suit as if each paragraph was a



separate pleading having no connection with each and every other paragraph. The plaintiffs state that they have exhaustively and to the best of their knowledge, information and belief provided full particulars and complete documentation of every allegation made herein and repeat, plead and rely upon each allegation of fact and law and the documents as referred to herein as set out in this entire document.

32. The Village further pleads that the commission of a war crime in itself as pleaded herein is sufficient for it to meet any test for a permanent injunction.
  
33. The Village further pleads that the illegal activities of the corporate defendants and the deemed illegal activities of the defendant, LaRoche, as sole director and officer of those defendants, have denied the Village and its residents the use of their land, thereby seriously damaging sources of income from agricultural activity that previously took place on the land.
  - i) The land referred to in this paragraph is land owned by the residents of the Village. The parcels of land within the municipal authority of the Village of Bil'in are individually owned. The Village makes no claim that it is the owner of the said lands.
  
  - ii) With respect to which residents have been denied the use of their lands, the specific answer is that all of the residents have been denied the use of their land and that as a result, sources of income and food from agricultural production have been seriously damaged. The plaintiffs acknowledge that no claim for compensatory damages will be sought in this proceeding and that with respect to damages, the only claim made herein in that regard is for punitive damages as more fully described in paragraph 35.
  
  - iii) The income of the villagers from agricultural activity includes the growing and harvesting of olives and pasture land for grazing livestock.
  
  - iv) Until 1998, the Village residents were able to access the land for the purpose of carrying out agricultural activity upon which the village relied for income and for food. In 1998, access to village land was restricted severely by the Israeli Army. Starting in 2000, villagers were entirely prevented from accessing their land for purposes.

34. The Village further pleads the conduct of the corporate defendants and the deemed illegal activities of the corporate defendant, LaRoche, as sole director and officer of those defendants, amounts to a fundamental violation of the human rights of the villagers, denies them freedom of movement and that they are thereby entitled to an interim and final injunction as pleaded herein.

- i) The claims made in this paragraph are the claims of all of the villagers that comprise the entire population of the Village of Bil'in as asserted through the plaintiffs and as set out in this entire pleading.
- ii) With respect to how freedom of movement has been impacted by the corporate defendants, the facts are that prior to the 1967 war and subsequent occupation by the State of Israel, the villagers had the freedom to enter upon their land until it was declared State Lands and construction work began as stated throughout this claim. The plaintiffs further plead that the defendants are in error and are not entitled to read each paragraph of the Further Amended and Particularized Motion Introducing a Suit as if each paragraph was a separate pleading having no connection with each and every other paragraph. The plaintiffs state that they have exhaustively and to the best of their knowledge, information and belief provided full particulars and complete documentation of every allegation made herein and repeat, plead and rely upon each allegation of fact and law and the documents as referred to herein as set out in this entire document.
- iii) Freedom of movement has been denied the plaintiffs by a road block erected in late 2000 by the Israeli Army which prevented villagers from accessing segments of their land and the roads that connected the village to their lands. In 2005, an illegal Separation Barrier was built by the State of Israel. In addition, the corporate defendants installed fences surrounding areas where they are constructing buildings on the lands of the Village of Bil'in, further preventing the villagers from accessing additional parcels of land. The plaintiffs plead and rely on a Decision of the International Court of Justice dated July 9, 2004, titled "Legal Consequences of a Wall in the Occupied Territory" that will be filed as **Exhibit P-17**, where the Court held at paragraph 142 "that the construction of the wall and its associated regime are contrary to international law." The

Court further held at paragraph 153, that "Israel is accordingly under an obligation to return the lands, orchards, olive groves and other immovable property seized from any natural or legal person for purposes of construction of the wall in Occupied Palestinian Territory."

35. The Village further pleads that as a result of the wilful intent of the defendants, Green Park International Inc. and Green Mount International Inc., as pleaded herein it is entitled to punitive damages against those parties in the amount of \$2,000,000.00 CAD and as against the defendant, Annette Laroche, punitive damages in the amount of \$25,000.00 CAD pursuant to Article 1621 of the Quebec Civil Code which provides:

***Where the awarding of punitive damages is provided for by law, the amount of such damages may not exceed what is sufficient to fulfill their preventive purpose.***

36. Further with respect to punitive damages the Village pleads and relies on Section 49 of the Quebec *Charter of Human Rights and Freedoms*, R.S.Q., c. C-12 which provides as follows:

***49. Any unlawful interference with any right or freedom recognized by this Charter entitles the victim to obtain the cessation of such interference and compensation for the moral or material prejudice resulting there from.***

***In the case of unlawful and intentional interference, the tribunal may, in addition, condemn the person guilty of it to punitive damages.***

- i) With respect to particulars of the rights being interfered with by the defendants, the plaintiffs repeat and specifically rely on paragraph 21 herein. The plaintiffs further plead that the defendants are in error and are not entitled to read each paragraph of the Further Amended and Particularized Motion Introducing a Suit as if each paragraph was a separate pleading having no connection with each and every other paragraph. The plaintiffs state that they have exhaustively and to the best of their knowledge, information and belief provided full particulars and complete documentation of every allegation made herein and repeat, plead and rely upon each allegation of fact and law and the documents as referred to herein as set out in this entire document.
- ii) With respect to particulars of the rights being interfered with by the defendant, LaRoche, the plaintiffs further repeat and specifically

rely on paragraph 21 herein. The plaintiffs further plead that the defendants are in error and are not entitled to read each paragraph of the Further Amended and Particularized Motion Introducing a Suit as if each paragraph was a separate pleading having no connection with each and every other paragraph. The plaintiffs state that they have exhaustively and to the best of their knowledge, information and belief provided full particulars and complete documentation of every allegation made herein and repeat, plead and rely upon each allegation of fact and law and the documents as referred to herein as set out in this entire document.

- iii) With respect to which freedom of the Village has been interfered with, the plaintiffs repeat and specifically rely on paragraph 21 herein. The plaintiffs further plead that the defendants are in error and are not entitled to read each paragraph of the Further Amended and Particularized Motion Introducing a Suit as if each paragraph was a separate pleading having no connection with each and every other paragraph. The plaintiffs state that they have exhaustively and to the best of their knowledge, information and belief provided full particulars and complete documentation of every allegation made herein and repeat, plead and rely upon each allegation of fact and law and the documents as referred to herein as set out in this entire document. the freedoms described in Sections 4 to 6 of the *Quebec Charter of Rights and Freedoms*, as claimed in paragraph 21 of the amended claim.
- iv) As to how the defendant, LaRoche, has interfered with the rights of the plaintiffs they repeat and specifically rely on paragraph 21 herein. The plaintiffs further plead that the defendants are in error and are not entitled to read each paragraph of the Further Amended and Particularized Motion Introducing a Suit as if each paragraph was a separate pleading having no connection with each and every other paragraph. The plaintiffs state that they have exhaustively and to the best of their knowledge, information and belief provided full particulars and complete documentation of every allegation made herein and repeat, plead and rely upon each allegation of fact and law and the documents as referred to herein as set out in this entire document.

37. The plaintiff, Village Head Yassin, further pleads and relies upon Article 1 of the *Quebec Charter of Human Rights and Freedoms*, R.S.Q., c. C-12, which provides as follows:

***Every human being has a right to life, and to personal security, inviolability and freedom.***

- i) Village Head Yassin repeats and relies specifically upon paragraph 2 herein, in answer to his claim that he is the Village Head.
- ii) With respect to Village Head Yassin, he states that the defendants are in error and are not entitled to read each paragraph of the Further Amended and Particularized Motion Introducing a Suit as if each paragraph was a separate pleading having no connection with each and every other paragraph. Village Head Yassin further states that he has exhaustively and to the best of his knowledge, information and belief provided full particulars and complete documentation of every allegation made herein and he repeats, pleads and relies upon each allegation of fact and law and the documents as referred to herein as set out in this entire document.

38. Village Head Yassin pleads that with respect to him, the defendants are in breach of Article 1 of the Quebec *Charter of Human Rights and Freedoms*, R.S.Q., c. C-12. He thereby repeats and relies upon all of the preceding paragraphs of this claim and seeks all of the relief as claimed herein on his own behalf.

- i) As to further particulars and documentation of Village Head Yassin, he states that the defendants are in error and are not entitled to read each paragraph of the Further Amended and Particularized Motion Introducing a Suit as if each paragraph was a separate pleading having no connection with each and every other paragraph. Village Head Yassin further states that he has exhaustively and to the best of his knowledge, information and belief provided full particulars and complete documentation of every allegation made herein and he repeats, pleads and relies upon each allegation of fact and law and the documents as referred to herein.

**FOR THESE REASONS, PLAINTIFFS PRAY THAT THIS COURT:**

**GRANT** the present Motion Introducing a Suit.

**DECLARE** that the conduct of the corporate defendants and the deemed conduct of the defendant, LaRoche, as sole director and officer of the corporate defendants in constructing residential and other buildings and creating a new dense settlement neighbourhood on the land of the Village of Bil'in situated in the West Bank in the Occupied Palestinian Territories and in marketing and selling therein condominium

units and other built up areas to the civilian population of the occupying power, the State of Israel, is in violation of Article 49(6) of the *Fourth Geneva Convention* dated August 12, 1949.

**DECLARE** that the conduct of the corporate defendants and the deemed conduct of the defendant, LaRoche, as sole director and officer of the corporate defendants in constructing residential and other buildings and creating a new dense settlement neighbourhood on the land of the Village of Bil'in situated in the West Bank in the Occupied Palestinian Territories and in marketing and selling therein condominium units and other built up areas to the civilian population of the occupying power, the State of Israel, is in violation of Article 8(2)(b)(viii) of the *Rome Statute of the International Criminal Court* dated July 17, 1998.

**DECLARE** that the conduct of the corporate defendants and the deemed conduct of the Defendant, LaRoche, as sole Director and Officer of the Corporate Defendants in constructing residential and other buildings and creating a new dense settlement neighbourhood on the land of the Village of Bil'in situated in the West Bank in the Occupied Palestinian Territories and in marketing and selling therein condominium units and other built up areas to the civilian population of the occupying power, the State of Israel, is in violation of the *Geneva Conventions Act*, R.S. 1985, c. G -3, Section 3(1), Schedule V Protocol 1, Part 1, Article 1 (1) and Schedule V Protocol 1, Part V, Section 11, Article 85(4)(a).

**DECLARE** that the conduct of the corporate defendants and the deemed conduct of the defendant, LaRoche, as sole director and officer of the corporate defendants in constructing residential and other buildings and creating a new dense settlement neighbourhood on the land of the Village of Bil'in situated in the West Bank in the Occupied Palestinian Territories and in marketing and selling therein condominium units and other built up areas to the civilian population of the occupying power, the State of Israel, is in violation of Section 6 of the *Canadian Crimes Against Humanity and War Crimes Act* 2000, c. 24.

**DECLARE** that the conduct of the corporate defendants and the deemed conduct of the defendant, LaRoche, as sole director

and officer of the corporate defendants in constructing residential and other buildings and creating a new dense settlement neighbourhood on the land of the Village of Bil'in situated in the West Bank in the Occupied Palestinian Territories and in marketing and selling therein condominium units and other built up areas to the civilian population of the occupying power, the State of Israel, is in violation of Sections 6 and 8 of the Quebec *Charter of Human Rights and Freedoms*, R.S. Q., c. C. 12.

**DECLARE** that the conduct of the corporate defendants and the deemed conduct of the defendant, LaRoche, as sole director and officer of the corporate defendants in constructing residential and other buildings and creating a new dense settlement neighbourhood on the land of the Village of Bil'in situated in the West Bank in the Occupied Palestinian Territories and in marketing and selling therein condominium units and other built up areas to the civilian population of the occupying power, the State of Israel, is in violation of Article 1457 of the *Civil Code of Quebec*.

**GRANT A PERMANENT INJUNCTION AND ORDER** the corporate defendants and their directors, officers, agents or any other person under their direction or control made aware of this injunction to forthwith cease all construction, sales activity, transfer of rights, marketing or any other transactions with respect to the land referred to which description includes, but is not limited to the following:

Fiscal Block 2 in areas Ad-Dahr, Al Mazarib & Jurat Abu Shamal, Al Masatih & Al Mamlaha, Al Urqan and Fiscal Block 3, in areas Umm as-Sabaya, Warat al Mizan, Khirbat Umm ad-Dinein, Warat ash-Shajar & Khallat al Muqr

Official Coordinates :

North 647300 – 648350 Israel Grid

East 204150 – 206250 Israel Grid

**ORDER** the corporate defendants, at their cost, and their directors, officers, agents or any other person under their direction or control made aware of this Order to forthwith remove from the aforesaid lands all building structures, equipment and material and to return the lands to the condition that they were in prior to the building construction.

**ORDER** corporate defendants, and their directors and officers, to render unto this Court, within sixty (60) days of the judgment of the Court, an accounting of all of the activities of the corporate defendants arising from their construction of residential and other buildings on the aforesaid lands, creating a new dense settlement neighbourhood and marketing and selling of condominium units in the buildings.

**RESERVE**

---



---



---



---

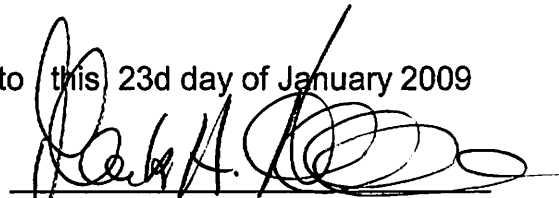
**CONDEMN** the Defendants, Green Park International Inc. and Green Mount International Inc., to pay Plaintiffs punitive damages in the amount of \$2,000,000.00 CAD pursuant to the provisions of Sections 49 the Quebec *Charter of Human Rights and Freedoms*, R.S. Q., c. C. 12.

**CONDEMN** the Defendant, Annette LaRoche to pay Plaintiffs punitive damages in the amount of \$25,000 CAD pursuant to the provisions of Sections 49 the Quebec *Charter of Human Rights and Freedoms*, R.S. Q., c. C. 12.

**MAKES SUCH FURTHER ORDERS AND GRANT SUCH OTHER RELIEF** as counsel may advise and this court permit.

**THE WHOLE WITH COSTS.**

Toronto this 23d day of January 2009



Me Mark H. Arnold  
(GARDINER MILLER ARNOLD LLP)  
Counsel for Plaintiffs



**NOTICE TO DEFENDANT**

**(Article 119 CCP)**

**TAKE NOTICE THAT** the Plaintiffs have filed this Motion in the office of the Superior Court for the judicial District of Montreal.

To file an answer to this motion, you must first file an appearance, personally or by advocate, at the Montreal Court House, located at 10, Notre-Dame Street West, City and District of Montreal, within ten (10) days of service of this motion.

If you fail to file an appearance within the time limit indicated, a judgment by default may be rendered against you without further notice upon the expiry of the ten (10) day period.

If you file an appearance, the action will be presented before the Court on August 11, 2008, at 9:00 a.m., in Room 2.16 of the Court House. On that date, the Court may exercise such powers as are necessary to ensure the orderly progress of the proceeding or the Court may hear the case, unless you make a written agreement with the Plaintiffs or the Plaintiffs' counsel on a timetable for the orderly progress of the proceeding. The timetable must be filed in the office of the Court.

In support of the motion to institute proceedings, the Plaintiffs disclose the following exhibits:

Exhibit P-1 :	Fiscal Map Drawn in the 1930's.
Exhibit P-2 :	Village Administration Ordinance of 1944
Exhibit P-3 :	2003 Village Election Results on letterhead of Palestinian National Authority
Exhibit P-4 :	Document dated February 3, 2003 from the Palestinian National Authority granting official recognition to the 8 elected Village Council members.

Exhibit P-5	Print-out of the Registrar of Businesses concerning Green Park International Inc.
Exhibit P-6	Print-out of the Registrar of Businesses concerning Green Mount International Inc.
Exhibit P-7	The Separation Barrier In the West Bank February 2008
Exhibit P-8	Pages 97 and 118 taken from the book "The Return Journey" authored by Salman H. Abu-Sitta, published in 2007 by the Palestine Land Society
Exhibit P-9	Petition and Reply to the Israeli Supreme Court Sitting as the High Court of Justice bearing Court File No. HCJ8414/05
Exhibit P-10	Affidavit of Gidi Bat sworn on October 10, 2007
Exhibit P-11	Corporate Defendant's document alleging that they acquired lands of the Village of Bil'in.
Exhibit P-12	Israeli Government Map declaring the boundaries of the Settlement of Modi'in Illit within the boundaries of the Village of Bil'in.

Exhibit P-13	Map depicting Mattityahu East
Exhibit P-14	Judgment of The Supreme Court of Israel Sitting as the High Court of Justice bearing Court File No. 143/06
Exhibit P-15	Judgment of The Supreme Court of Israel Sitting as the High Court of Justice bearing Court File No. 8414/05
<u>Exhibit P-16</u>	<u>Copy of the decision of the Israeli Supreme Court sitting as the High Court of Justice in Bargil v Government of Israel, HCJ 4481/91</u>
<u>Exhibit P-17</u>	<u>Decision of the International Court of Justice dated July 9, 2004 titled "Legal Consequences of a Wall in the Occupied Territory"</u>

Copy of these exhibits may be obtained from counsel for Plaintiffs.

**Request for transfer of a small claim**

If the amount claimed by the Plaintiff does not exceed \$7,000.00, exclusive of interest and if you could have filed such an action as a Plaintiffs in Small Claims Court, you may make a request to the Clerk for the action to be disposed of pursuant to the rules of Book VIII of the Code of Civil Procedure (R.S.Q., c. C-25). If you do not make such a request, you could be liable for costs higher than those provided for in book VIII of the Code.