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FORENSIC EVIDENCE ANALYSIS

A CROWN PSYOP

The ASFCP Notices as Instruments of Anonymous Intimidation, Circular Expropriation, and Behavioural Softening of the Heirs

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I. Prefatory Observation

Between January and March 2026, the RCMP Canadian Firearms Program (CFP), acting on behalf of Public Safety Canada, transmitted two bilingual notices to individual PAL holders across Canada. Both notices were cryptographically authenticated via DKIM, SPF, and DMARC — signed by notification.canada.ca and transited through Amazon SES infrastructure. They are, in every technical sense, official Crown communications bearing the full weight of institutional authorship.

These notices have been forensically preserved and are produced here as evidence — not of a routine administrative communication, but of a pattern of language that, on close legal analysis, reveals an institution that knows precisely where the boundary of lawful authority lies, and has deliberately chosen to operate in the shadow of that boundary rather than beyond it.

The tell is in the verbs.

II. The Statutory Foundation: What Words Mean in Law

Canadian statutory interpretation is not a matter of impression. The Interpretation Act, RSC 1985, c I-21, s. 11 is unambiguous:

> "shall" is to be construed as imperative and "may" as permissive.

This distinction is not stylistic. It is structural. A legislative drafter who writes "shall" is making a promise of legal consequence. A drafter who writes "may" or "can" is recording a possibility — not a certainty, not an obligation, not a guaranteed outcome.

Crown counsel and departmental legal advisors are trained in this distinction. A nationally distributed, bilingual, cryptographically signed notice reviewed through the full machinery of Public Safety Canada and the RCMP CFP is not authored by persons unfamiliar with the difference between "will" and "can." The word choice is intentional. And in these notices, every threat-proximate statement retreats behind a hedge.

III. The Hedged Language: A Close Reading

A. Piece 1 — Initial Notice (21 January 2026)

The initial notice contains the following threat-adjacent formulation:

> "The penalties can include prison sentences, permanent criminal records, and restrictions on future firearm ownership."

The operative word is **CAN** — not **WILL**, not **SHALL**. The drafter did not write: "The penalties will include prison sentences." That sentence would be a statement of law. What was written is a statement of theoretical possibility — technically true in the abstract, operationally designed to produce the impression of certainty while preserving deniability.

The notice also states:

> "Reminder: while the compensation program is voluntary, compliance with the law is not. Impacted firearms and devices must be disposed of, or deactivated by the end of the amnesty period on October 30th, 2026."

This passage is constructed around a rhetorical contrast — voluntariness versus compulsion — intended to frame the "buy-back" as the rational choice against the implied alternative of criminal jeopardy. Yet when the notice specifies the consequences of non-compliance, it reverts immediately to hedged language.

B. Piece 2 — Final Reminder (20 March 2026)

The final reminder, sent as a closing pressure communication one week before the declaration deadline, repeats the identical hedged formula:

> "Failure to dispose of or permanently deactivate your prohibited firearm(s) by October 30, 2026 places you at risk of losing your Possession and Acquisition Licence and criminal liability."

Three compounding hedges appear here simultaneously. First: "places you at risk of" — not "results in," not "will cause." Risk language, not consequence language. Second: "Illegal firearm possession in Canada is a serious criminal offence with potentially severe consequences." The adverb **POTENTIALLY** qualifies the severity. Third, the operative word again: "The penalties can include prison sentences, permanent criminal records..." — verbatim from Piece 1, confirming this is not a variation but a deliberate drafting policy.

IV. What the Pattern Proves

A single hedged word in a government notice might be careless drafting. Two notices, sent two months apart, bearing the same hedged formula in the same threat-adjacent positions, produced through the same institutional review chain, in both official languages, constitutes a drafting policy — not an accident.

The inference available on the face of these documents is straightforward: the Crown's legal advisors, in crafting these notices, knew that a flat declarative statement — "you WILL lose your PAL" or "you WILL face prison" — would be a misrepresentation of the legal position. They knew

that the regulatory and constitutional footing of the prohibition order and the ASFCP was not so settled as to permit unqualified assertions of criminal consequence. And so they chose words that would produce the psychological effect of a threat while insulating the Crown from the legal liability of having issued one.

This is not a legally neutral observation. It is the documentary record of an institution that knew it was treading contested ground, and proceeded nonetheless — using Crown resources, official channels, and cryptographically authenticated government infrastructure to transmit communications crafted to function as threats without bearing the legal accountability of threats.

V. The Criminal Law Dimension

Section 346(1) of the Criminal Code of Canada provides:

> "Every one commits extortion who, without reasonable justification or excuse and with intent to obtain anything, by threats, accusations, menaces or violence induces or attempts to induce any person... to do anything or cause anything to be done."

Section 423(1)(d) provides that every person who, with a view to compelling another person to abstain from doing anything that person has a lawful right to do, "uses violence or threats of violence" or intimidates, is guilty of an offence.

The natural person who received these notices had a pre-existing, lawfully acquired interest in the property identified. That property was acquired under a prior legal regime. Its possession was, at the time of acquisition and for decades thereafter, not merely lawful but actively authorized. The notices did not invite a legal dialogue. They established a deadline, enumerated criminal penalties (however hedged), and directed the recipient toward compliance with a program that would permanently divest the recipient of that property for consideration that the program itself acknowledged was not guaranteed.

The character of such a communication — deadline, penalty, demanded action — maps directly onto the functional structure of a threat, regardless of the modal verbs used to launder its force. The hedge does not change the intended communicative effect; it changes only the Crown's liability exposure. The recipient reads the notice as most lay recipients would: prison is possible if you do not comply. That is the intended reading. The hedge is for the lawyers, not the addressee.

Where the Crown employs official infrastructure — signed by a government domain, authenticated by cryptographic standards, transmitted to individuals identified through confidential firearms licensing records — to produce communications functionally designed to compel private action through fear of criminal sanction, the lawfulness of that communication is properly examined against both s. 346 and s. 423 of the Criminal Code, as well as the broader doctrinal framework governing Crown dealings with the pre-existing liberties of Heirs.

VI. The Doctrinal Authority

The pre-existing liberty to possess lawfully acquired property is not a creature of statute. It antedates the regulatory state. It was carried into Confederation by the common law heritage of

the Heirs, preserved by the silence of the Constitution on the matter, and never extinguished by any enactment meeting the Sparrow standard of clear and plain legislative intention.

Entick v Carrington (1765) established that no authority of the Crown extends beyond what the law expressly confers. The absence of express authority is not a gap to be filled by executive energy — it is a prohibition. When the Crown communicates with subjects in ways designed to produce compliance through fear of legal consequence, and does so in respect of a liberty that was never lawfully extinguished, the communication itself operates in excess of the Crown's lawful authority.

The English Bill of Rights, 1689, Article 7 — carried to Confederation — recognized the right of subjects to have arms for their defence suitable to their conditions and as allowed by law. That the law has since attempted to condition this right does not, of itself, extinguish the underlying liberty; it requires the constitutional analysis that Parliament never performed and the Crown's notices cannot substitute for.

Quod non habet principium non habet finem. That which had no lawful beginning has no lawful end. The liberty of the Heir in lawfully acquired property, recognized at common law from before Confederation, was never extinguished. A communication designed to compel the surrender of that property — hedged or otherwise — does not cure the deficiency in the underlying authority.

VII. The Crown Has No Money of Its Own

The Basic Constitutional Fact

This point is so fundamental that it is easy to overlook, yet once seen it cannot be unseen. The Crown — the Government of Canada — does not have any money of its own. It never has. Every dollar that flows through a federal program, every cent disbursed under the Assault-Style Firearms Compensation Program, comes from one source and one source only: public revenue. That is to say, it comes from taxes paid by Canadians — including the very PAL holders whose property the program is designed to acquire.

Let that sink in for a moment, because the legal and moral consequences are significant. When the Government of Canada says it will "compensate" you for your firearm, it is not reaching into some separate government treasury filled with the Crown's own wealth. It is reaching into the collective pocket of the public — including your pocket — and handing a portion of it back to you in exchange for property you already owned lawfully.

What This Means in Plain Terms

Imagine your neighbour comes to your door and says: "I am going to take your car. But do not worry — I will pay you for it. I will be using money I collected from you and your other neighbours to do so. And if you refuse to hand over the car by the deadline, you could face criminal charges."

That is, structurally, what the ASFCP proposes. The Heir who lawfully acquired property — property that was legal at the time of purchase, in many cases decades ago — is now told that the state will purchase it back using funds extracted from the public, including from the Heir personally through taxation, under the threat (however hedged) of criminal sanction if the Heir refuses.

This is not compensation in any legally or morally meaningful sense. Compensation presupposes that the party offering it has resources independent of the party receiving it. When the payer and the payee are drawing from the same pool — and the payer has the power to compel the transaction — what is described as compensation functions in law as a taking.

The Constitutional Dimension

The common law has long recognized that the Crown cannot take private property without lawful authority and without genuine compensation. The requirement of compensation is not a courtesy — it is a constitutional condition on the exercise of any expropriation power. Where that compensation is financed entirely from public funds to which the affected party has already contributed, and where the transaction is compelled rather than voluntary, the constitutional requirement of genuine compensation is not met.

The ASFCP does not compensate the Heir. It circulates the Heir's own contributed wealth back to the Heir as the price of a forced transaction. That circular financial structure, when combined with the coercive deadline and threatened criminal consequences, does not constitute lawful compensation. It constitutes a disguised taking.

VIII. The Compensation Is Not Even Guaranteed

What the Notice Actually Says

The Crown's initial notice contains the following passage, which deserves to be read with great care:

> "Compensation will be determined primarily on a first come first served basis, based on the date your declaration is submitted and the availability of Program funds at that time. Submitting a declaration does not guarantee you will receive compensation."

Read that last sentence again: Submitting a declaration does not guarantee you will receive compensation.

This is a remarkable statement. The Crown has demanded, under threat of criminal sanction, that PAL holders surrender lawfully acquired property by a fixed deadline — October 30, 2026. The criminal obligation is absolute and non-negotiable. The deadline admits no exceptions. But the compensation offered in exchange for compliance with that absolute obligation is explicitly described as contingent, discretionary, and not guaranteed.

The Asymmetry Is Legally Scandalous

Consider what this asymmetry means in practice. An Heir who complies fully — who declares their property on time, who fills out every form correctly, who does everything the program requires — may nonetheless receive nothing. The Crown will have obtained the property. The Heir will have parted with it under legal compulsion. And the Crown's commitment to pay is conditional on whether Parliament has chosen to appropriate sufficient funds.

This is not a compensation program. This is a demand for unconditional surrender with a contingent payment attached as a marketing device. The legal obligation runs entirely one way:

the Heir must comply or face criminal jeopardy. The Crown's reciprocal obligation — to pay — is hedged, conditional, and subject to the very government that created the obligation in the first place deciding whether to fund it.

The "First Come First Served" Mechanism

The notice further specifies that compensation priority is determined "primarily on a first come first served basis." This introduces a race condition into a program that purports to be about public safety and fair dealing. PAL holders who become aware of the program later, who lack access to the internet or the administrative capacity to file quickly, or who are located in remote communities, are systematically disadvantaged in accessing even the contingent compensation that is offered.

A genuine expropriation regime — one designed to meet the constitutional requirement of fair compensation — does not operate on a first come first served basis with a capped fund. It identifies the property, assesses its value, and pays that value as a right, not as a prize to the swift. The ASFCP's funding structure reveals that the program was never designed as a genuine compensation mechanism. It was designed as an acquisition mechanism with a compensation facade attached to it, funded only to the extent that Parliament chose to appropriate — and no further.

The Heir who files first gets paid. The Heir who files last gets nothing. Both face identical criminal liability for non-compliance. The obligation is universal. The compensation is rationed. That structure is not consistent with any recognized principle of lawful expropriation under Canadian or common law.

IX. Nemo Dat Quod Non Habet: You Cannot Buy What You Have No Right to Demand

The Foundational Maxim

Nemo dat quod non habet is a maxim of ancient standing in the common law. Translated literally: no one gives what they do not have. In property law it means a party cannot convey a title or right they do not themselves possess. Applied here it means something even more fundamental: the Crown cannot purchase what it has no lawful authority to demand.

The ASFCP rests on a foundational premise — that the prohibition orders issued from May 2020 onward were lawfully made and constitutionally valid. If that premise holds, the program may have a legal basis. But if the underlying prohibition is constitutionally infirm — if the pre-existing liberty of the Heir in lawfully acquired property was never extinguished by any enactment meeting the standard of clear and plain legislative intent required by Sparrow — then the entire transaction collapses at its root.

Why the Payment Does Not Cure the Deficiency

A lay reader might ask: even if there are constitutional problems with the prohibition, does the offer of payment not make it acceptable? The answer is no, and here is why.

The constitutional deficiency at issue is not about price. It is about authority. The question is not whether the Crown offered enough money, but whether the Crown had the lawful power to demand the property in the first place. If the answer to that second question is no — if the Crown lacked the authority to prohibit the continued possession of property that was lawfully acquired under a pre-existing liberty of the Heirs — then attaching a payment to the demand does not create the authority that was absent. It merely adds a financial inducement to an already unlawful demand.

To use a clear analogy: if someone has no lawful right to enter your home and take your belongings, the fact that they offer to pay you for those belongings does not make the entry lawful. The offer of payment and the absence of lawful authority are two entirely separate questions. The Crown cannot launder an unlawful taking by attaching a cheque to it.

The Circular Nature of the Entire Transaction

Bringing together the three points developed in Sections VII, VIII, and IX, the full picture of the ASFCP emerges:

> First: the Crown proposes to purchase private property using public funds — the Heir's own contributed wealth recycled back as the price of a compelled transaction.
>
> Second: that purchase is not even guaranteed. The Heir must comply unconditionally and absolutely. The Crown's obligation to pay is conditional, discretionary, and subject to fund availability.
>
> Third: the authority to demand the transaction in the first place is constitutionally contested. If the underlying prohibition is infirm, the payment — whether it arrives or not — does not cure the deficiency in the Crown's title to demand.

The result is a program that, on close analysis, asks the Heir to surrender private property that was never lawfully taken from them, using the Heir's own money as the price, under threat of criminal sanction, with no guarantee of payment, grounded in an authority that was never clearly and plainly established. That is not a compensation program. That is an expropriation dressed in the language of commerce.

X. A Flyer, Not a Legal Notice: Anonymous Authorship and the Psychology of Surrender

No Name. No Signature. No Accountability.

There is something conspicuous about these notices that is easy to miss on a first reading: nobody signed them.

Both communications were issued in the name of an institution — the RCMP Canadian Firearms Program, on behalf of Public Safety Canada — but no individual human being attached their name to either document. There is no signatory. There is no named author. There is no Law Society number, no barrister's seal, no title, no address for service of a reply. The notices issue from a bureaucratic abstraction and dissolve back into one. No person stands behind them in their individual capacity.

This matters enormously in law. A genuine legal instrument — a demand letter, a notice of legal proceedings, a statement of claim, a summons — carries a named author precisely because legal consequences require legal accountability. The person who issues a legal demand must be identifiable, reachable, and answerable for what they have stated. That accountability is not a formality. It is the mechanism by which the law disciplines the exercise of legal authority. It is what distinguishes a lawful demand from a threat issued from behind a mask.

Strip away the named author and what remains is not a legal instrument. It is a broadside. It is an anonymous communication deploying the imagery and infrastructure of legal authority — a government domain, cryptographic authentication, RCMP branding — while ensuring that no individual human being bears personal accountability for having issued it. The Crown hides behind the institution. The institution hides behind the program. The program hides behind the legislation. And at no point in that chain does any identifiable person stand and say: I am responsible for this communication; I make these representations in my own name; I can be held to account for them.

That structure is not accidental. It is designed. And its design reveals something important about the nature of these communications.

The Leaflet Drop: A Historical and Doctrinal Framework

There is a name in military and strategic doctrine for mass anonymous communications issued by an authority to a target population, structured around a binary choice between a surrender option and threatened consequences, designed to produce behavioural compliance in the majority of the target group before the authority is required to test its actual capacity to deliver those consequences. It is called a psychological operations leaflet. It is, in plain English, a surrender flyer.

Allied forces employed this technique with great sophistication from the First World War onward. The doctrine was formalized through the Second World War, refined in Korea and Vietnam, and institutionalized in the modern era under the designation PSYOP — psychological operations. The structural elements of an effective surrender leaflet are well established and have been studied extensively:

> First: mass distribution to a defined target population. The leaflet reaches everyone in the target group simultaneously, creating the impression of inescapable institutional attention.
>
> Second: anonymous institutional authority. The leaflet speaks in the voice of an overwhelming power — the Allied Command, the Coalition Forces — but no individual signs it. The authority is total and impersonal. It cannot be argued with, reasoned with, or held accountable.
>
> Third: binary framing. The target is presented with exactly two options — surrender now under stated terms, or face described consequences. The framing is designed to foreclose the perception of a third option, namely: resist, organize, and contest the authority's legal right to demand anything at all.
>
> Fourth: hedged consequences. Effective PSYOP doctrine does not promise consequences the issuing authority cannot guarantee. It implies them. "Resistance could result in" rather than "resistance will result in" — because the authority knows the consequences depend on variables outside its control, and a demonstrably false promise

destroys credibility. The hedge preserves the psychological effect while insulating the issuer from accountability for a misrepresentation.

Fifth: a safe passage offer. The surrender option is presented as generous, reasonable, and time-limited. Act now and receive fair treatment. Wait and receive nothing. The time pressure is designed to force decision before the target population can organize a collective response or seek independent legal advice.

Sixth: deadline pressure. A fixed date creates urgency that bypasses rational deliberation. The target must decide — often alone, often without legal counsel — before a clock runs out.

The ASFCP Notices Map Precisely onto This Structure

The PAL database is the targeting list. Every holder of a valid Possession and Acquisition Licence received these notices — a defined population, identified through confidential licensing records held by the state, reached simultaneously through authenticated government infrastructure. This is not a public notice posted in a gazette. It is a precision-targeted mass communication to a specific population the Crown has already identified and catalogued.

The RCMP CFP institutional sender, with no individual signatory, is the anonymous authority. No person stands behind the communication. No person can be held to account for its representations.

The binary framing — declare by March 31 and receive compensation, or face criminal liability by October 30 — is the classic surrender-or-resist structure. The third option, which is to challenge the constitutional validity of the underlying prohibition and refuse on principled legal grounds, is not mentioned anywhere in either notice. It does not appear. It has been erased from the framing.

The hedged modal verbs — can, potentially, at risk of — are the PSYOP hedge. The Crown cannot promise criminal consequences it is not certain it can deliver against a properly defended Heir. So it implies them. Strongly enough to produce the desired behaviour in the majority of the target population. Weakly enough to avoid legal accountability for having issued a misrepresentation.

The compensation program is the safe passage corridor. Surrender your property now, receive fair treatment. The time-limited declaration period — January 19 to March 31, 2026, a window of seventy-one days — is the deadline pressure mechanism. Seventy-one days is not generous time for a PAL holder to obtain independent constitutional legal advice, assess the validity of the underlying prohibition, and make an informed decision about property they may have owned for decades.

The Strategic Objective: Behavioural Softening Before Legal Testing

The purpose of a PSYOP leaflet campaign is never to achieve universal compliance. It is to achieve sufficient compliance — to reduce the non-compliant population to a size the authority can manage — without ever having to test the full force of the threatened consequences against an organized, informed, and legally represented opposition.

That is precisely the strategic logic of the ASFCP. If a sufficient percentage of PAL holders surrender their property before October 30, 2026, the Crown will have achieved most of its objective without ever having to prosecute a fully defended constitutional challenge. The Heirs

who comply are gone from the field. The Heirs who remain can be addressed individually, in circumstances where collective legal resistance has been atomized by the very compliance the leaflet was designed to produce.

The notices are not a legal instrument seeking lawful compliance with a constitutionally valid prohibition. They are a behavioural intervention designed to produce mass voluntary surrender of private property before the constitutional question is ever forced to a definitive answer. The anonymous authorship, the hedged language, the contingent compensation, the deadline pressure, and the binary framing all serve that single strategic objective.

A flyer dropped from altitude does not carry a signature. It does not need one. Its purpose is not to create a legal record of individual accountability. Its purpose is to make people afraid enough to act before they think. These notices serve the same purpose, delivered through a more sophisticated infrastructure, to a population the Crown had already identified by name.

XI. Conclusion

The Crown's own language is the evidence. These notices were not drafted carelessly. They were drafted by institutional actors who understood that the legal ground was not solid enough to support unqualified assertions of criminal consequence. They chose, with apparent deliberation, to exploit the gap between the communicative force of a threat and the legal accountability of one — using hedged language to produce the former while avoiding the latter.

The financial structure of the ASFCP deepens that picture. The program does not compensate Heirs from Crown resources — it returns a fraction of the Heirs' own contributed public wealth as the price of a compelled transaction. The compensation is not guaranteed. The obligation to comply is absolute. The authority underlying the scheme rests on prohibition orders whose constitutional validity against the pre-existing liberty of the Heirs was never established by any clear and plain enactment.

The anonymous authorship and psychological architecture of the notices complete the picture. These documents are not legal instruments. They bear none of the formal markers that distinguish a lawful legal demand from an anonymous broadside. They are structured, with precision, as surrender leaflets — binary framing, hedged consequences, safe passage offer, deadline pressure, mass distribution to a targeted population identified through confidential state records. Their purpose is not to achieve lawful compliance with a valid constitutional obligation. Their purpose is to produce sufficient behavioural compliance before the constitutional question is ever forced to a definitive answer in a court of law.

That is what these documents are. The Heirs are not fooled. The hedges have been noted. The circular financing has been identified. The contingent payment has been named. The anonymous authorship has been marked. The psychological architecture has been mapped. The strategic objective has been stated plainly.

The record is preserved. Quod non habet principium non habet finem.

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