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Thursday, June 4, 2009

OFFICE OF THE ATTORNEY GENERAL OF B.C.

Room 234, Parliament Buildings
Victoria, BC V8V 1X4

And Copies to The A-G of Canada and to Others

**Re: Vesting Order Re: Fraudulent Transfer for 312-450 Bromley St. Coquitlam, B.C.
INFORMATION**

Dear Sirs,

My name is Anthony J. Jasich. I was called to the bar on May 16, 1957 and in January of 2006, I retired from the bar as a member in good standing.

As an articulated student in the early sixties, I spent a lot of time doing searches on my own at the *Land Title Office* (“LTO”). Thus I gained much experience and knowledge in my early years as an articling student learning the procedures of real estate conveyance which I carried with me throughout my career as a practicing lawyer.

In the last few years, I have been involved with a case, on a pro bono basis, which relates to the matter noted above and due to recent evidence that I have obtained, I feel compelled to write to you and have on the record the information I believe and verily believe crimes have been committed.

First let me please set out some of the particulars of the case:

1. Mr. Gaffney and Mrs. Gaffney, who are still married as per the *Family Relations Act*, held the title to their condo unit, situated at 312-450 Bromley Street, in the city of Coquitlam, B.C. ("The Property") as Joint Tenants. However as a result of Mr. Gaffney's wife making a false claim in 2005 under the *Bankruptcy Insolvency Act*, the joint tenancy of the property was severed by trustee Kenneth A. Rowan, who transferred an undivided one-half interest in the property to himself on June 13, 2005.
2. On November 27, 2006, upon Ken Rowan having received his fees, from an illegitimate claim to *Canada Revenue Agency*, in the amount of about \$13,000.00, Mr. Rowan discharged himself from the bankruptcy and soon thereafter transferred his interest back to Mrs. Gaffney. The property was then held as an undivided half interest to Mrs. Gaffney and an undivided half interest to Mr. Gaffney. The lawyer for Mrs. Gaffney, Mr. Keith Oliver, started an action against Mr. Gaffney under the *Partition of Property Act*, wherein in May of 2007, Mr. Justice Robert Crawford, ordered for the partition and sale of Mr. Gaffney's property and ordered that Sheila Gaffney have exclusive conduct of the sale of the said property.

3. Mr. Justice Robert Crawford, further ordered that any offer obtained was subject under the petitioner's conduct of sale of the subject property was to be approved by the court and the proceeds of sale, after payment of the registered financial charges, taxes and Real Estate Commission, were to be divided, one-half to Mrs. Gaffney and one-half to Mr. Gaffney.

4. An offer for sale came from two separate parties and from two different Realtors:

a) On November 6, 2007, two alleged buyers Mariana Oviedo Ovando and Brent Tremain with no fixed address, offered \$225,000 with a \$10,000 deposit to be delivered to Realtor **RE/MAX All Points Realty**, within 24 hours of a judge approving the sale of the property, and the closing date was to be on December 14, 2007. -- The last electronic transfer of Mr. Gaffney's property, without the requirement of the signatures took place at the LTO on January 23, 2008 and there is no evidence that the two alleged buyers paid a deposit of \$10,000 in accordance with the Interim Agreement, since Re/Max refused to confirm as to whether the \$10,000 deposit was handed over in trust to them; and

b) On September 26, October 19, 07, November 6, and November 22, 2008. Mr. *Raymond Lehoux* made separate *bona fide* offers in the amount of between \$240,000.00 and \$242,500.00 with a \$20,000.00 deposit to be delivered to his Realtor, within 24 hours of a judge approving the sale of the property and each time the offers were presented to Realtor **Noella Neale** of *Re/Max All Point*, attorney R. Keith Oliver rejected the offers on the basis that Mr. Lehoux had a criminal record therefore attorney Keith Oliver claimed that Mr. Lehoux was not entitled to purchase the property of Mr. Gaffney.

5. On November 20, 2007, after the court had been apprised of Mr. Lehoux's offer of \$242,500, Madam Justice Sandra Ballance ordered attorney Keith Oliver to have one appraisal made on the property, and stated from the bench that Bernard, J. would be hearing the matter in Chambers on November 26, 2007.

- Note that on August 20, 2007, an Interim Agreement was drawn up by **Noella Neale**, a Realtor with **RE/MAX All Points Realty**, with 23 years of experience, and she listed the two bedrooms, two full baths condo for **\$249,900** and attorney Keith Oliver, knowing that the order of Crawford J. was judicial, asked his appraiser **Eric Linquist**, of **Sutton Grp.** to appraise the property for *foreclosure purposes* for the same amount as the offer made by the two alleged buyers at \$225,000, notwithstanding the fact that there was a legitimate offer of \$242, 500.00 made by Mr. Raymond Lehoux and notwithstanding the fact that the sale of the property was not a foreclosure sale but a judicial sale;
- The property was appraised also for less than the *BC Assessment Authority* which is released to all Realtors in the month of July, which was in the amount of \$234,000, notwithstanding the fact Mr. Lehoux's offer was above \$225,000 and notwithstanding the fact that across the street from Mr. Gaffney's home, at 455 Bromley Street, a two bedroom, two full baths condo was listed for \$334, 900, in February of 2008, less than two months after the alleged buyers, Mariana Oviedo Ovando and Brent Tremain took possession of Mr. Gaffney's property.

6. On November 26, 2007, Mr. Justice Lance Bernard, former Crown prosecutor and a class mate of lawyer R. Keith Oliver, ordered the sale of the property for less than the offer presented by Mr. Lehoux, to Mariana Oviedo Ovando and Brent Tremain who had made the offer of \$225,000.00.

7. On Dec 11, 07, Justice Grant Burnyeat ordered Mr. Gaffney to vacate his property by Dec. 15, 07, without the knowledge as to whether the funds were raised by the alleged buyers to purchase the property.

- As per the document electronically filed at the LTO, it indicates that Toronto Dominion Bank, the alleged lenders for the alleged buyers, granted to the alleged buyers Mariana Oviedo Ovando and Brent Tremain, a mortgage in the amount of \$220, 910.63, however TD Bank refused to confirm that in fact it had loaned the money to first time buyers with no fixed address.

AFTER COURT PROCEEDINGS:

8. On Dec. 14, 07, an alleged trust cheque in the amount of \$ 214,215.07, was allegedly made out by Mr. William Cadman, the solicitor for the alleged buyers, to Mr. R. Keith Oliver, which sum allegedly represented the net proceeds due on completion in accordance with the Seller's Statement of Adjustments, of which Mr. Gaffney, to date, has never received an accounting from lawyer Keith Oliver, although Mr. Gaffney was the owner of an undivided ½ interest in the property. Thus this means Mr. Oliver holds trust money that is owed to Mr. Gaffney of which he refuses to release, contrary to section 330 of the *Criminal Code* and contrary to Crawford J's entered Order of May 22,07;

9. **CIBC MORTGAGES INC.** wrote to **Oliver & Co.** on Dec. 20, 07, enclosing a discharge statement of the mortgage number **6248031.1** pursuant to a request by Oliver & Co. The letter to Oliver & Co. stated that approximately four to six weeks after the mortgage is paid out and shows a balance of zero, "we will mail you the necessary discharge documents to remove this mortgage from the property's title".

10. A copy of the alleged mortgage discharge, of which we kept asking for, was faxed by assistant Counsel R. Stephen Alsace of **Canadian Imperial Bank of Commerce (CIBC)**, on September 26, 08, which showed that, the mortgage discharge was registered electronically at the LTO by Richard Keith Oliver under # CA669129 on January 4, 2008, with the typed names but not the signatures of **P. Brazinha, Jack Glazier** and **Virginia Cardoso Stapleton**, all employees of CIBC at the Coquitlam Centre Branch in B.C. and not of **CIBC MORTGAGES INC.**;

11. The mortgage discharge was not forwarded by mail to Oliver & Co., as claimed in the letter of December 20, 2007, from Nathalie McHugh of **CIBC MORTGAGES INC.**

12. Further, no certificate of sale in Form 54, pursuant to rule 43(6), of the BC Supreme Court Rules, was verified by affidavit and filed after completion of the alleged sale of the property.

13. My reliable sources at **CIBC** and **CIBC MORTGAGES INC.** advise me that neither **Paolo Brazinha** nor **Jack Glazier** are authorized signatory(ies) for **CIBC MORTAGES INC.**

14. It is to be noted that we have been asking lawyers R. Keith Oliver and Stephen Alsace for a proper mortgage discharge of Mr. Gaffney's mortgage and to date what has been provided by the lawyers and by the *LTO*, shows that the mortgage discharge, No. **6248031.1**, whose registered owner is Harold C. Gaffney and Sheila F. Gaffney, of Strata Lot 36 District Lot 113 Group 1 New Westminster District Strata Plan NW3181, was not executed by the authorized signatories for **CIBC MORTAGES INC.**

15. On April 2, 2009, Mr. Gaffney contacted Mr. **Paolo Brazinha, Jack Glazier and Virginia Stapleton** in writing, and requested confirmation, as to whether each of them were the authorized signatories of **CIBC MORTGAGES INC.** and neither Mr. Paolo Brazinha, Jack Glazier or Virginia Stapleton responded to Mr. Gaffney's reasonable request.

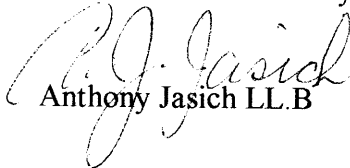
16. I must advise that based upon the above noted scenario there has never been a proper discharge of mortgage number **6248031.1**, and therefore Mr. Gaffney has every right to continue the monthly payments on the mortgage as he is still responsible for his mortgage, as shown in the recent case of **Oehlerking Estate 2009 BCCA 138**.

17. In fact, while Mr. Gaffney has continued to pay his mortgage every month, CIBC, under the authority of CIBC legal counsel R. Stephen Alsace, converted the face of some postal money orders payable to **CIBC MORTGAGES INC.** for mortgage number **6248031.1**, and contrary to the directions on the postal money orders, applied some of the money orders, over \$5,000.00, to Mr. Gaffney's CIBC personal loan, which is a breach of section 332 of the *Criminal Code of Canada*. I also refer you to **R vs. Skalbania** [1997] S.C.C. --- These postal money orders were issued in British Columbia and served on Branch Manager Tammy Peters, at 1036 West Georgia Street, Vancouver, BC, and it appears the money orders were converted in B.C. and also in Ontario. (Copies of money orders with alterations made by CIBC are enclosed);

Should you require any further particulars, you can contact me in writing at my fax number noted above.

I await your immediate response.

In the interim I remain yours truly,


Anthony Jasich LL.B

Encls.