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Thursday, November 26, 2009

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The Law Society of British Columbia

Attention: Ms. Lynne Knights –Complaints Officer

845 Cambie Street

Vancouver, B.C. Canada

V6B 4Z9

Dear Madam:

Re: R Keith Oliver File No. 20091058

I acknowledge receipt of your letter dated November 12, 2009 and I have noted the contents thereof.

I note that your biases are showing Ms. Knights. It is not a pleasant sight.

1. Mr. Harold Gaffney was the owner of an undivided one-half interest in the property situate at 312-450 Bromley Street, in the city of Coquitlam, province of British Columbia, which was allegedly sold by Mrs. Sheila Gaffney, who was given the conduct of the sale of the said property by order of Mr. Justice Robert Crawford made on the 22nd day of May 2007 with the conditions, inter alia, that, “the proceeds of sale, after payment of the registered financial charges, taxes and Real Estate Commission, are to be divided, one-half to the Petitioner and one-half to the Respondent”. A copy of Crawford J.’s entered order on August 2, 2007 is enclosed.

2. The motion to approve the sale of the property ultimately came before Mr. Justice Lance Bernard, who approved the sale of the property to Brent Tremain and Mariana Ovando Oviendo for \$225,000.00 notwithstanding the fact that Mr. Justice Bernard who had before him a valid offer for \$242,000.00 for the property and varied the entered order of Mr. Justice Crawford to have the net purchase price after adjustments paid to R. Keith Oliver, solicitor for the petitioner in trust. A copy of Bernard J.’s order is enclosed.

3. The money that Mr. Oliver allegedly received from attorney Mr. William Cadman on December 14, 2007 in the amount of \$ 214,215.07 in trust represents the proceeds of the sale of 312-450 Bromley Street, one-half of which belongs to Mr. Harold Gaffney. The money, whatever the source, was allegedly used to remit to CIBC Mortgages Inc., the sum of \$131,661.68 leaving Mr. Oliver with funds the amount of \$82,553.39, half of which, the sum of \$41,276.69 represents Mr. Gaffney’s undivided ½ interest in 312-450 Bromley Street, which should be held by member Mr. R. Keith Oliver in a separate trust account on behalf of Mr. Gaffney, as per Mr. Gaffney’s letter of March 3, 2008.

4. There should more than \$41,276.69 being held in Mr. Oliver’s trust account to the credit of Mr. Harold Gaffney for which Mr. Oliver refuses to account. Mr. Oliver has no claim to this money as he has no judgment against Mr. Gaffney and Mr. Oliver is wilfully withholding the funds from Mr. Gaffney.

5. Mr. Gaffney, by letter of March 3, 2008, instructed Mr. Oliver, in pursuant of the Law Society Rules 3-53 that, "you put my ½ interest of the sale of the property into a separate trust account and provide me with proof that you have placed my ½ interest of the sale of my property into a separate trust account..."

6. On August 31, 2006, Mr. Justice Ian Meiklem made a finding that, "*the trustee was well aware there was no insolvency issue here. There was no insolvency*". Therefore the assignment in bankruptcy by Mrs. Gaffney was **void ab initio** and therefore the assignment used for improper purposes and was an abuse of the *Bankruptcy and Insolvency Act*. A copy of an extract from his reasons is enclosed.

7. In his letter to Mr. Gaffney of March 25, 2008, of which a copy is enclosed, in the first paragraph Mr. Cameron makes reference to "sale of your property in respect of matrimonial proceedings". This statement is patently false. Mr. Harold Gaffney and Mrs. Sheila Gaffney were never involved in matrimonial proceedings. Mrs. Gaffney left the matrimonial home with her grandson on April 29, 2005.

8. Further, contrary to Mr. Stuart Cameron's letter of March 25, wherein he refers to "your former spouse" there was not ever any triggering event to bring Mr. and Mrs. Gaffney's relationship within the ambit of the FRA. Thus perhaps you can suggest to your boss Mr. Cameron to get his facts straight on this case altogether, rather than mislead in order to cover the unethical conduct of member Mr. Keith Oliver and of others involved in this matter, which led to having the condo at 312-450 Bromley Street sold, notwithstanding the fact that Mr. Justice Meiklem found Mrs. Gaffney's assignment into bankruptcy **void ab initio** and notwithstanding the fact that neither Mr. Gaffney nor Mrs. Gaffney have begun any matrimonial proceedings.

9. I refer you to a recent decision of *Shawn Dickson Swail* before the Discipline Committee on October 29, 2009 but I could not locate the members of the panel. It seems to be on all fours with the manner in which member Mr. Keith Oliver was handling his trust funds.

10. However, as I said in my opening statements, you are showing your biases. Example is with the citation against me with the Taschuk' matter, and later when I made a complaint against Howard Rubin.

I would reasonably expect a prompt reply at your earliest convenience without any further delays.

Yours truly,

Anthony J. Jasich LL.B
Barrister & Solicitor

c.c. Mr. Stuart Cameron