

FAX MEMO

DATED : Tuesday, April 6, 2010

ORGANIZATION : **The Law Society of British Columbia**

ATTN TO : **Ms. Susanne Raab**

Copied to : *Stuart Cameron, Director of the Discipline Committee; and
Tim McGee, Executive Director of the LSBC*

FAX NUMBER : **604 669-5232**

FROM: **Harold Gaffney**
Phone / Fax : **604. 685.6518**

PAGES : **19**

RE: Member R. Keith Oliver – LSBC File # 20091058

Please forward this fax transmission with the following enclosures to Ms. Raab and please copied to Mr. Stuart Cameron and Mr. Tim McGee.

1. Letter to Ms. Raab dated April 6, 2010, and copied to Stuart Cameron and to Tim McGee
2. Fax Memo dated Feb. 3, 2010 to Stuart Cameron and copied to Tim McGee, indicating the copies of letters delivered to both members Keith Oliver and Bill Cadman;
3. Contract of Purchase and Sale prepared by Re/Max for the Sellers and Buyers;
4. E-Filing- Mortgage Form - dated Dec. 14, 2007
5. Member William Cadman's letter dated Dec. 14, 2007 to member Oliver;
6. Emails from TD Bank dated Dec. 21, 2007-- No loan issued to alleged purchasers;
7. Email dated Dec. 20, 2007, from member Keith Oliver,
8. Emails dated Dec. 14, 17, 2007 from member Keith Oliver;
9. Letter from Bruce Bellefeuille from CIBC Ontario;
10. e-filing of mortgage discharge, dated Jan. 4, 2008 by member Keith Oliver

In the meantime, please do govern yourselves accordingly,

Signed

Harold Gaffney



HAROLD C. GAFFNEY
Telephone/Fax: 604.685.6518
Email: harold_gaffney1@hotmail.com

Tuesday, April 6, 2010

The Law Society of British Columbia (LSBC)
FAX: 604 669-5232

Attention: Ms. Susanne Raab

Dear Madam:

Re: R Keith Oliver File No. 20091058

I acknowledge your letter dated February 25, 2010, stamped and mailed on March 1, 2010.

1. Please note that you refer to and include in your letter a file number only for member Mr. R. Keith Oliver, when my correspondence of February 3, 2010 was addressed to both Mr. Oliver and Mr. Cadman and the letter and enclosures was copied to Mr. Cameron and Mr. McGee. There were a total of 19 pages delivered to the Law Society, which related to my letters delivered to both members and not only to Mr. Keith Oliver.

2. Since Member William Cadman was directly involved in the *electronic transfer of title* of my property and also was involved in the *e-filing of the mortgage loan*, he should also be investigated and he should also be directed to provide me with the particulars requested on the basis that:

- a) The contract of purchase and sale, of which I attach a copy, indicates that the purchasers deposited \$10,000 towards the purchase of my property, which was to form part of the purchase price and the said sum was to be paid by way of certified cheque or money order within twenty-four hours of my removal from my property at 312-450 Bromley Street, Coquitlam, BC.
- b) In addition to the \$10,000 deposit, from the purchasers, the electronic filing at the *New Westminster Land Title Office*, filed by member William Cadman, of which I attach a copy, indicates that the purchasers allegedly received a loan from TD Bank in the amount of \$220,910.63. Mr. Cadman claims he was in receipt of \$220,910.63. from **TD Bank** which would bring the total in trust to \$230,000 and the property was purchased for \$225,000;
- c) Member William Cadman claims in a letter dated December 14, 2007, of which I attach a copy, he remitted from the money he had in his possession from the sale of the property, a cheque in trust to Mr. Keith Oliver in the amount of \$214,215.07, notwithstanding the fact that the *Associate Vice President and Litigation Counsel Peter K. Moffatt*, stated on two separate emails dated December 20-21, 2007, of which I attach a copy, that "*Our review of the matter is ongoing.*" In other words, TD Bank had not issued a mortgage loan to the purchasers, as claimed by members Keith Oliver and by William Cadman. Thus it begs the question where was the source of the \$214,215.07 coming from on December 14, 2007? Certainly not from **TD BANK**.

- d) Keep in mind that member R. Keith Oliver, being both the lawyer for the sellers and buyers, which is a conflict of interest, delivered an email on December 20, 2007, "without prejudice" of which I attach a copy, to say that, "I have paid off the CIBC mortgage...", notwithstanding the fact that TD Bank advised me that the loan in question was under review and further we were told later by TD Bank that no loan was issued for 312-450 Bromley Street by TD Bank.
 - e) In my calculation, in my pro bono counsel Mr. Jasich's calculation and in Mr. Oliver own calculation, the Real Estate Commission was in and around \$10,700.00 and the adjustments for taxes would be a credit to the vendors on a fifty-fifty basis since the taxes were paid out by myself.
 - f) Member William Cadman claims that he delivered in trust a cheque to member Keith Oliver and Mr. Oliver claims in emails, dated Dec. 14, and Dec. 17, 2007, of which I attach a copy, that he held all the proceeds of the sale of the property in his trust account. Question is what trust account is it in?
 - g) I have asked Mr. Oliver in several letters to separate his share of the proceeds into a separate trust account, as required under Rule 3-53 of **The Law Society Rules** and Mr. Oliver replied to me that there was no money coming to me, when Mr. Oliver, to date, has no orders for costs that he can enforce and most importantly has not taxed any of his costs, as required by law and required by the Professional Rules that governs lawyers in B.C..
 - h) Mrs. Gaffney was given carriage of the sale, as such she must give an accounting of the proceeds and she must file a certificate of sale pursuant to Rule 43(6) of the S.C.R. which member Keith Oliver is aware of and has not had his client swear to the certificate and filed as required by the rule. -- Rule 43(6) says, *the result of a sale by order of the court shall be certified by the person having conduct of the sale in Form 54, verified by affidavit and filed forthwith after completion of the sale*". It begs the question whether there was a sale of any kind?
 - i) However since member Keith Oliver claims he holds in his care trust money belonging to me and he is adamant to keep my trust money for himself, as apparent in all of his letters that he has emailed to me, it is not a stretch to state that Keith Oliver, could be in violation of section 336 of the *Criminal Code of Canada*.
3. Following is further evidence of the fraud committed by both your members:
- a) Mr. Bruce Bellefeuille, CIBC Senior Director Customer Care & Loyalty, in Toronto, in a letter, dated January 8, 2008, of which I attach a copy, claims that *"the mortgage discharge has been prepared and delivered to Oliver and Co. and we expect it should be registered on title to the above-noted property by the end of January"*.
 - i. The mortgage discharge was prepared in Ontario and not B.C. and the mortgage discharge prepared in Ontario was to be filed at the New Westminister Land Title Office;
 - ii. The mortgage discharge delivered by Mr. Bruce Bellefeuille to *Oliver and Co.* was not filed at the New Westminister Land Title Office;

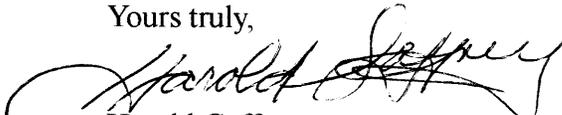
- iii. What was electronically filed however at the New Westminster Land Title Office by member R. Keith Oliver was a document from **CIBC Coquitlam Branch** and executed by unauthorized signatories of CIBC MORTGAGES INC. (Please find attached copy.)
 - iv. Thus unless my wife, Mrs. Gaffney, is the buyer of my property, by virtue of Mr. Oliver playing both sides of the fence for the sellers and the buyers, than the mortgage discharge prepared by CIBC Mortgages Inc. in Ontario and delivered to *Oliver and Co.* should have been the document filed at the LTO and not the document from **CIBC Coquitlam Branch** and signed by persons who are unauthorized signatories for **CIBC MORTGAGES INC.** and further it should not have been sworn by someone, who is also an unauthorized signatory for **CIBC MORTGAGES INC.**
 - v. In fact any and all document electronically filed at the LTO by both members R. Keith Oliver and William Cadam are fraudulent on its face.
4. Regarding your correspondence to Mr. Oliver and copied to me, you have advised and referred Mr. Oliver to Chapter 5 of the *Professional Conduct Handbook*, entitled, "Duty of Confidentiality" for his consideration. Both Mr. Cameron and yourself ought to know better than misdirect him to a rule that does not apply to him nor to Mr. Cadman. There are numerous authorities regarding what is deemed confidential and what isn't and each authorities show that there is no confidentiality nor solicitor-client privilege on information in respect to real-estate transactions. Please keep in mind, in case it slips your minds, the following:
- a) I owned an undivided one-half interest in my property at 312-450 Bromley Street;
 - b) While CIBC and member Keith Oliver insists on relying on Bernard J.'s Order, the Order of Bernard J. did not direct the said members to commit a crime of fraud, as Martin Wirick did;
 - c) The real estate transaction, while handled as a foreclosure by members Keith Oliver and William Cadman, it was a judicial sale;
 - d) That the LSBC is liable for the same fraud committed on me in the amount of well over \$300,000, as the fraud committed on the victims of Martin Wirick, which the LSBC has wittingly laundered, over \$42M in compensation, to pay the victims out, for the benefit of Mr. Wirick.
5. I note that you have included a consent form wherein I would waive my rights of confidentiality so that member R. Keith Oliver would be able to respond fully to the LSBC and my pro bono lawyer Mr. Jasich regarding my complaint made against both members Oliver and Cadman, notwithstanding the fact that your consent form contradicts your letter to Mr. Jasich, wherein you advised him that he has no right to any information because he is not my lawyer of record.
6. Thus for cautionary measures, I expect the LSBC to personally write to me regarding my complaint against members Oliver and Cadman, and deliver all the correspondence by fax and/or email, including any responses from members Oliver and Cadman, at the fax number noted above and/or email and copy the information to my pro bono lawyer Mr. Jasich.

7. Further, please take note that I am providing you with the same evidence, attached herein, as Mr. Jasich did when he made his complaint in November 2009.
8. This complaint reported to you by myself and by my pro-bono lawyer Mr. Jasich merits a full investigation and an audit of both members R. Keith Oliver and William Cadman's trusts accounts.

Based on the facts herein, the LSBC has a duty pursuant to section 3 of the *Legal Profession Act* to not only concern itself with protecting the interests of its members but most importantly, it also has a double duty for running the LTO as a corporation and to uphold and protect the public interest in the administration of justice by regulating, *inter alia*, the practice of law of members. The matter I have brought to your attention is serious and it is not in the best interest of the LSBC to ignore such a serious complaint, which involves members engaged in property fraud.

I await for your immediate response on this very important matter by delivering any and all response to the fax noted above with copies to my pro bono counsel Mr. Jasich.

Yours truly,



Harold Gaffney

c.c. Anthony Jasich/pro bono counsel

FAX MEMO

DATED : Wednesday, February 3, 2010

ORGANIZATION : **The Law Society of British Columbia**

ATTN TO : *Stuart Cameron*, Director of Professional Regulation; and

Copy to : *Tim McGee*

FAX NUMBER : **604 669-5232**

FROM: **Harold Gaffney**
Phone / Fax : **604. 685.6518**

PAGES : **19**

Transmission Time : **3:30 p.m.**

**Re: Copy of Demand letters for the Statement of Adjustments for the Property
at 312-450 Bromley Street, Coquitlam, B.C.**

Dear Mr. Cameron and Mr. McGee,

Note that the following are letters to members R. Keith Oliver and William Cadman, wherein, I believe and verily believe, both are involved in real estate fraud, as apparent in my case. I have submitted complaints against these members to the LSBC and LSBC has insisted on assisting these members in their practice of fraudulent e-conveyance, making the LSBC liable directly in the civil courts and an accessory to the offence in the criminal courts.

Please see attached copies of the following correspondences:

1. Copy of a letter dated Feb. 3, 2010, to member Keith Oliver;
2. Copy of a letter dated January, 28, 2010, to members Keith Oliver, William Cadman with enclosures – Copy of Demand letter dated March 3 and Oct. 17, 2008;
3. Copy of a response letter dated Jan. 28, 2010, from Cadman;
4. Copy of a fax, dated Feb. 1, 2010, from Keith Oliver with enclosures – Copy of a letter dated Oct. 17, 2008- Certificate of Sale – Copy of Bernard J. 's Order, Nov. 26, 2007;
5. Copy of letter dated Feb. 1, 2010 to member Keith Oliver and copied to member Cadman;
6. Copy of a letter dated Feb. 2, 2010, from Keith Oliver;

In the meantime, please do govern yourselves accordingly,

Signed



4

12 Nov 07 05:37p NOELLA NEALE

604-628 3835

p.2



PAGE 1 of 7 PAGES

CONTRACT OF PURCHASE AND SALE

PREPARED BY: RE/MAX All Points Realty Grp. (BROKERAGE - PLEASE PRINT) DATE: November 6, 2007

ADDRESS: #101 - 1020 Austin Avenue Coquitlam PC: V3K 3P1 PHONE: 604-936-0422

PER: Noella Neale (LICENSEE - PLEASE PRINT) MLS* No.: V664980

| | |
|--|--|
| SELLER: <u>S&H GAFFNEY</u> | BUYER: <u>Mariana Oviedo Ovando</u> |
| SELLER: _____ | BUYER: <u>Brent Tremain</u> |
| ADDRESS: <u># 312 450 BROMLEY ST</u> | ADDRESS: <u>c/o RE/MAX ALL POINTS REALTY</u> |
| Coquitlam PC: <u>V3K 6S5</u> | Coquitlam, BC PC: _____ |
| PHONE: _____ | PHONE: <u>This is Exhibit "B" referred to in the</u> |
| RESIDENT OF CANADA <input checked="" type="checkbox"/> NON-RESIDENT OF CANADA <input type="checkbox"/> | OCCUPATION: <u>affidavit of Noella Neale</u> |
| <small>as defined under the Income Tax Act.</small> | <u>owned before this Coquitlam BC</u> |

PROPERTY: # 312 450 BROMLEY ST

UNIT NO. _____ ADDRESS OF PROPERTY _____

Coquitlam CITY/TOWN/MUNICIPALITY V3K 6S5 POSTAL CODE 015-726-339 PID

NWS3181 LT 36 DL 113 LD 36 GRP 1 LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

- PURCHASE PRICE:** The purchase price of the Property will be Two Hundred and Twenty-Five Thousand DOLLARS \$ 225,000.00 (Purchase Price)
- DEPOSIT:** A deposit of \$ 10,000.00 which will form part of the Purchase Price, will be paid on the following terms:
BY WAY OF CERTIFIED CHEQUE OR MONEY ORDER WITHIN TWENTY-FOUR HOURS OF SUBJECT REMOVAL.

All monies paid pursuant to this section (Deposit) will be delivered in trust to RE/MAX All Points Realty Grp. and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

| | | | |
|----|----|---|---|
| MO | BT | J | A |
|----|----|---|---|

INITIALS

312 450 BROMLEY ST

PROPERTY ADDRESS

Coquitlam

PAGE 2 of 7 PAGES

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:
AS PER ATTACHED ADDENDUM

Each condition, if so indicated, is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

4. **COMPLETION:** The sale will be completed on DECEMBER 14, yr. 2007 (Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at _____ a.m./p.m. on DECEMBER 15, yr. 2007 (Possession Date) OR, subject to the following existing tenancies, if any: _____

6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities and other charges from and including the date set for adjustments, and all adjustments to the _____

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT
FORM B (Section 225)

Dec-14-2007 13:17:35.002

CA656914

MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 4 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession

William G.
Cadman
NJCRGR

Digitally signed by William G. Cadman
NJCRGR
DN: cn=William G. Cadman, o=NJCRGR,
c=CA, ou=www.juricert.com/LKIP.dfm?
id=NJCRGR, ou=BC Lawyer Practising
Date: 2007.12.14 06:39:04 -08'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

William Cadman Law Corporation

Barristers and Solicitors

205 2922 Glen Dr

Coquitlam

BC V3B 2P5

Phone: (604) 945-0012

File Ref. No: 27,623-1

Mortgage Ref. # 736/8500363

Document Fees: \$64.15

Deduct LTO Fees? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

015-726-339

STRATA LOT 36 DISTRICT LOT 113 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN NW3181

STC? YES

3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

BRENT TREMAIN, Spray Technician

MARIANA OVIEDO OVANDO, Research Assistant

312 - 450 Bromley Street

Coquitlam

BC

AS JOINT TENANTS

V3K 6S5

Canada

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

THE TORONTO-DOMINION BANK

10004 Jasper Avenue 3rd Floor,

Edmonton

AB

T5J 1R3

TD BANK ISSUED
GAFFNEY THAT NO
LOAN WAS ISSUED
TO THE ALLEGED PURCHASERS
OF 312-450 BROMLEY ST.

5. PAYMENT PROVISIONS:

(a) Principal Amount:

\$220,910.63

(b) Interest Rate:

5.990% per annum

(c) Interest Adjustment

Date:

Y M D
08 01 01

(d) Interest Calculation Period:

Half-yearly, Not in advance

(e) Payment Dates:

1st day of each month

(f) First Payment

Date:

08 02 01

(g) Amount of each periodic payment:

\$1,202.67

(h) Interest Act (Canada) Statement.

The equivalent rate of interest calculated
half yearly not in advance
is N/A % per annum.

(i) Last Payment

Date:

13 01 01

(j) Assignment of Rents which the
applicant wants registered?

YES NO

If YES, page and paragraph number:

(k) Place of payment:

Postal address in Item 4

(l) Balance Due

Date:

13 01 01

MORTGAGE - PART 1

6. MORTGAGE contains floating charge on land ?
YES NO

7. MORTGAGE secures a current or running account ?
YES NO

8. INTEREST MORTGAGED:
Freehold
Other (specify)

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms

(b) Filed Standard Mortgage Terms

(c) Express Mortgage Terms

D F Number: MT050128

(annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

See Schedule

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

SEE SCHEDULE

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Officer Signature(s)

Borrower(s) Signature(s)

(as to both signatures)
WILLIAM G. CADMAN
BARRISTER & SOLICITOR
205 - 2922 GLEN DRIVE
COQUITLAM, B.C., V3B 2P5



Execution Date

| Y | M | D |
|----|----|----|
| 07 | 12 | 13 |

Brent Tremain

Mariana Oviedo Ovando

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM E**

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

- Covenant No. AB149009 in favour of District Of Coquitlam
- Statutory Right Of Way No. AB203666 in favour of B.c. Gas Inc. Incorporation No 74280 And
- Mortgage No. AD262803
- Mortgage No. AD262806
- Mortgage No. AD274391 in favour of National Trust Company, Registration No 1711
- Mortgage No. AD274392
- Mortgage No. BE260976
- Mortgage No. BE260978 in favour of Inland Energy Corp.
- Mortgage No. BE260979 in favour of Inland Energy Corp.
- Mortgage No. BE260983
- Mortgage No. BE260984
- Mortgage No. BE260985
- Mortgage No. BE314745
- Mortgage No. BE314747
- Mortgage No. BE314748
- Mortgage No. BE314749 in favour of National Trust Company
- Mortgage No. BE314750 in favour of National Trust Company
- Mortgage No. BE314751
- Mortgage No. BE314752

Land Title Act
Form E
SCHEDULE

Enter the required information in the same order as the information must appear on the Freehold Transfer form, Mortgage form, or General Instrument form.

10. ADDITIONAL OR MODIFIED TERMS

The boxes marked with an "X" indicate the specific terms of your *Mortgage* and the parts of the *Mortgage* that apply.

1. The *Mortgage* is:
 - Closed to prepayment
 - Open for prepayment

2. The *Mortgage* secures:
 - Variable Rate Debt
 - Fixed Rate Debt

3. For purposes of mortgage default insurance, the *Mortgage* is:
 - An Insured Mortgage
 - Not an Insured Mortgage

4. The Parts of the Standard Mortgage Terms that are applicable to the *Mortgage* are:
 - Part A - General Provisions
 - Part B - Variable Rate Mortgages
 - Part C - Fixed Rate Mortgages
 - Part D - Amending or Extending the Mortgage
 - Part E - Other General Provisions

5. Your rights to prepay the *Mortgage* before the *Maturity Date* are contained in:
 - Section 4.07 - Prepayment for Open Mortgages (Variable Rate)
 - Section 4.08 - Prepayment for Closed Mortgages (Variable Rate) and if *you* prepay the *Variable Rate Principal Amount in full*, *you* must also pay a reinvestment fee of \$300.00
 - Section 5.05 - Prepayment for Open Mortgages (Fixed Rate)
 - Section 5.06 - Prepayment for Closed Mortgages (Fixed Rate) and if *you* prepay the *Fixed Rate Principal Amount in full*, *you* must also pay a reinvestment fee of \$300.00.

WILLIAM CADMAN LAW CORP.

205 - 2922 Glen Drive
Coquitlam, B.C. V3B 2P5

Telephone: (604) 945-0012
Facsimile: (604) 945-0187
E-mail: wcadman@cadmanlaw.com

=====

December 14, 2007

Our File: 27,623-1

Oliver & Company
202 2963 Glen Dr
Coquitlam, BC V3B 2P7

Dear Sirs/Mesdames:

Buyer: Brent Tremain and Mariana Oviedo Ovando
Seller: Sheila Frances Gaffney and Harold Cecil Gaffney
Property: PID 015-726-339, STRATA LOT 36 DISTRICT LOT 113 GROUP 1 NEW WESTMINSTER
DISTRICT STRATA PLAN NW3181
Civic: 312 - 450 Bromley Street, Coquitlam, BC V3K 6S6

We are pleased to advise that on December 14, 2007 Transfer documentation was accepted for registration in the Land Title Office under filing Number CA656913.

We are enclosing our trust cheque in the sum of \$214,215.07, which sum represents net proceeds due on completion in accordance with the Seller's Statement of Adjustments.

Yours truly,

William Cadman Law Corporation



William G. Cadman
ljw

Re: Reporting Fraud -- 312-450 Bromley Street, Coquitlam, British Columbia, Canada

From: **Peter.Moffatt@td.com**

Sent: December 21, 2007 1:05:31 PM



To: **Harold Gaffney (harold_gaffney1@hotmail.com)**

Security scan upon download 

TD Canada...pdf (73.8 KB), Profile o...pdf (1763.0 KB)

Thank-you for your further communications of this date. Our review of the matter is ongoing.

Peter K. Moffatt
Associate Vice President and Litigation Counsel
The Toronto-Dominion Bank, Legal Department
tel. 905.214.4005
fax 905.214.4016
e-mail peter.moffatt@td.com

Print

Close

Re: Gaffney vs Gaffney S102880

From: **Keith Oliver** (rkolaw@gmail.com)
 Sent: December 20, 2007 10:27:06 AM
 To: Harold Gaffney (harold_gaffney1@hotmail.com)
 Attachments:
 disposition of funds.xls (14.0 KB)

Harold:

WITHOUT PREJUDICE

Thank you for providing a change of address to the Post Office. I will expect you to return the acknowledgment of delivery that I have included with my correspondence. You may send the acknowledgments to me by email or fax to avoid disclosing your present address if you wish.

I have paid off the CIBC mortgage, and I am in the process of settling the amounts that are payable out of your share of the proceeds, for costs that have been awarded against you, and expenses incurred by you for the transfer of the property. As some on those costs are continuing to be incurred, I am not yet in a position to report the final amount to you.

As matters stand at the moment, the amount available from your share of the proceeds of sale is deficient by over \$6000.00.

The share of proceeds available to the Petitioner, Sheila Gaffney, will cover my bills to her, to the extent those bills are in excess of the Bills of Costs that you are required to pay, and the excess that is not available from your share of proceeds (the \$6000.00, plus whatever further costs are incurred in completing these matters). Since I am aware of the sources of income available to you, I have no intention (at this time) of obtaining payment of the shortfall from your pension income, provided you do not drive that shortfall higher by more applications to Court. If you wish to settle the debt that you owe, I am receptive to your reasonable proposals. I would suggest that at this time, you could settle the debt by agreeing that in exchange for my agreement to leave your pension income alone, and write off the shortfall, you will abandon any further applications to Court altogether. If that is acceptable to you, I will recalculate each of the Bills of Costs (previously forwarded to you) to reduce them by the number of units allocated to the assessment of costs, and to write off the remaining shortfall. I will need you to sign the Bills of Costs to demonstrate your settlement.

The spreadsheet showing the deficiency is attached for your information. That spreadsheet is not final, as some of the disbursements are not yet included, and if you persist in further Court applications, the costs amounts will also rise.

I look forward to hearing from you.

Keith Oliver, ESQ>

--
 R. Keith Oliver
 Barrister & Solicitor
 202-2963 Glen Drive,
 Coquitlam, B.C. V3B 2P7
 604-484-9372

*K. OLIVER HAS FAILED
 TO COMPLY, AS COUNSEL,
 IN THE REAL ESTATE TRANSACTION,
 WITH HIS INDEPENDENT OBLIGATION
 AND FAILED TO TAKE POSITIVE
 STEPS TO MEET HIS OBLIGATIONS
 TO HAVE HIS COURT COSTS ASSESSED
 BY THE COURT REGISTRAR.
 AS A RESULT OLIVER CONTINUES
 TO UNLAWFULLY EXERCISE UNDUE
 DELAYS, B./ CLAIMING TO GAFFNEY,
 "YOU'RE NOT ENTITLED TO IT"*

3/23/2010 3:02 PM

Tony Jasich

From: "Keith Oliver" <rkolaw@gmail.com>
To: "Harold Gaffney" <harold_gaffney1@hotmail.com>
Cc: "tina zanetti" <tinaz@shaw.ca>; "Anthony" <anthonyjasich@shaw.ca>; "NOELLA NEALE" <noellaneale@shaw.ca>
Sent: Friday, December 14, 2007 7:37 PM
Subject: Re: transfer of property

Harold Gaffney:

You have lost your last appeal in this matter.

Your property was conveyed today and is now owned by the new purchasers, Mariana and Brent.

You must leave them alone, as you are required by the Court Order made by Burnyeat J. on December 11th.

You must stay away from their Condo, and stay at least one block away from the condo after 12:00 noon December 15th.

Please drop the keys off at the ReMax office at noon. Do not ask for Noella, as the same Court Order prohibits you having any further contact with her.

If you doubt the fact of the conveyance, have your friends Tina, Gina and Tony do a search in the Land title Office and they will show you the registration particulars.

I have scheduled an appearance at the Court of Appeal Monday at 9:30 am, to settle the Orders obtained on November 29th, so they can be filed.

If you are interested in assessing the bills of costs that I forwarded to you, you may do so. We can set up a schedule for the assessments, on Monday. In the meantime, pursuant to the Court Orders, I will hold all of your share of the proceeds, and you will get nothing from the \$225, 000.00 except that you will no longer have to make payments on your mortgage, as that has now been repaid.

I need you to file a notice of change of address in the Supreme Court of Canada, so that you will continue to receive the materials that you are entitled to, as you will no longer be able to receive those materials at your former home. I will need a copy of your change of address. If you fail to get that to me, I can't serve you, and you will not be able to proceed with your application for leave to appeal or with any assessments of costs.

Should you fail to serve me with a change of address, I will ask the Court to dismiss all of your remaining appeals and any assessment of costs, without notice to you.

Keith Oliver, ESQ.

--
 R. Keith Oliver
 Barrister & Solicitor
 202-2963 Glen Drive,
 Coquitlam, B.C. V3B 2P7
 604-484-9372



Customer Care
199 Bay St., CCW5
Toronto, ON M5L 1G2

Tel. 1 416-980-2391
Fax 1 416-980-5712
Email: bruce.bellefeuille@cibc.com

January 8, 2008

Personal and Confidential

Mr. Harold Gaffney
312-450 Bromley Street
Coquitlam, BC V3K 6S5
Dear Mr. Gaffney,

RE: 312-450 Bromley Street, Coquitlam, BC

I am responding to your emails of December 31 and January 4 addressed to Mr. M. Capatides, and other CIBC executive officers, regarding the sale of the above-noted property.

You are in receipt of responses from CIBC dated December 1 and December 6 regarding your concerns about the sale of the above-noted property. The last response from Mr. Layne, confirmed that CIBC was not a party to the Supreme Court of British Columbia proceedings that resulted in the order issued for the sale of the above-noted property. Consequently, while CIBC holds the first mortgage on the property, we are not able to address your concerns.

CIBC received payout for mortgage #6248031.1 in the amount of \$131,661.68 on December 20, 2007, the said proceeds having been received from Oliver & Co., barristers and solicitors. I attach a copy of the discharge statement supporting the payout to provide you with a summary of how the funds were applied to the outstanding mortgage account. The mortgage discharge has been prepared and delivered to Oliver & Co. and we expect it should be registered on title to the above-noted property by the end of January.

I would like to suggest once again that you consult with legal counsel on your options, if any, with respect to the sale of the above-noted property. In the event you would like to correspond further with CIBC regarding this matter, contact the CIBC Ombudsman at the following coordinates:

CIBC Ombudsman, P.O. Box 342, Commerce Court East, Toronto, Ont., M5L 1G2
Phone: 1-800-308-6959 / Fax 1-800-308-6861
Email: ombudsman@cibc.com

Yours truly,

Bruce Bellefeuille
Senior Director Customer Care & Loyalty

Cc: G. McCaughey, President & CEO
M. Capatides, SEVP and General Counsel
S. Baxendale, SEVP, Retail Markets
T. Woods, SEVP and CFO

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Richard Keith
Oliver 3FNEUB

Digitally signed by Richard Keith Oliver
3FNEUB
DN: cn=CA, c=Richard Keith Oliver
3FNEUB, o=Lanlog, ou=Verity Ltd
www.jurimort.com/LKUP.cmf
id=3FNEUB
Date: 2008.01.04 14:11:05 -0800

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Oliver & Co., Barristers & Solicitors,
#202 - 2963 Glen Drive

(604) 464-5585

Coquitlam

BC V3B 2P7

Document Fees: \$25.80

Deduct LTO Fees? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

015-726-339

STRATA LOT 36 DISTRICT LOT 113 GROUP 1 NEW WESTMINSTER
DISTRICT STRATA PLAN NW3181

STC? YES

3. NATURE OF INTEREST BEING RELEASED

Mortgage

CHARGE NO.

BW366048

ADDITIONAL INFORMATION

4. TERMS

(c) RELEASE

The charge described in item 3 is released or discharged as a charge on the land described in item 2.

5. TRANSFEROR(S):

CIBC MORTGAGES INC. (REG. NO. A33457)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

Registered owner

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

| Execution Date | | |
|----------------|----|----|
| Y | M | D |
| 08 | 01 | 02 |

Transferor(s) Signature(s)

CIBC MORTGAGES INC.
by its authorized signatory(ies)

P. Brazinha

Jack Glazier

Virginia Cardoso Stapleton
3000 Lincoln Avenue
Coquitlam, BC V3B 7L9
A Commissioner for taking Affidavits
for the Province of BC
(As to both signatures)

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.