

FROM: HAROLD GAFFNEY  
FAX: 604.685.6518  
EMAIL: harold\_gaffney1@hotmail.com

THE LAW SOCIETY OF B.C.

ATTN: MS. SUSANNE RAAB

WEDNESDAY, JUNE 9, 2010

DEAR MADAM:


RE: KEITH OLIVER FILE # 20091058

PLEASE FIND THE FOLLOWING, IN RESPONSE TO  
MR. KEITH OLIVER'S LETTER OF MARCH 4, 2010.

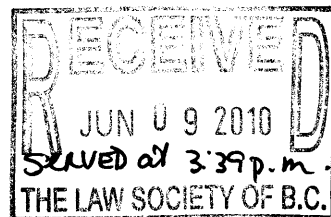
1. SWORN AFFIDAVIT OF TINA ZAVETTI, JUNE 9, 2010, WITH  
SCHEDULE "A" AND EXHIBITS "A" TO "F".

THANKING YOU IN ADVANCE,

Signed for MR. HAROLD GAFFNEY

  
TINA ZAVETTI

C.C. ANTHONY JASICH



**LAW SOCIETY OF BRITISH COLUMBIA**

re: **R. Keith Oliver**  
re: **William Cadman**

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**AFFIDAVIT**

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1. I, Tina Zanetti residing in the city of Vancouver, in the Province of British Columbia, **DO HEREBY MAKE OATH AND SAY AS FOLLOWS:**

2. That I, and others, in particular Mr. Anthony J. Jasich, did assist Mr. Harold Gaffney during court proceedings from year 2006 to 2008, regarding his wife's assignement into bankruptcy and subsequently the action, under the *Partition of Property Act* [RSBC1996] CHAPTER 347, against Mr. Gaffney, as such I have personal knowledge of all the facts and evidence hereinafter deposed to and attached to this sworn affidavit, save and except where stated to be made upon information, and where so stated, I verily believe the same to be true.

3. Attached as **Schedule "A"** to this Affidavit, is a copy of a letter from Mr. Gaffney, dated June 9<sup>th</sup>, 2010, in response to Ms. Susanne Raab regarding the files of Mr. Oliver and Mr. Cadman.

4. Attached as **Exhibit "A"**, to this my affidavit is a copy of Mr. Harold Gaffney's letter, dated April 6, 2010 along with his evidence, which I believe and verily believe ought to be addressed by both Mr. Keith Oliver and Mr. William Cadman at the same time, given that both lawyers were directly involved, separately and jointly, with the sale and the electronic transfer of Mr. and Mrs. Gaffney's immovable property, located at 312-450 Bromley Street, in the city of Coquitlam, province of B.C.

5. As evidence shows at **Exhibit "A"** of this Affidavit, Attorney William Cadman was, in part and in whole, in charge of the transfer and the collection of the \$10,000 deposit from the alleged purchasers and the loan in the amount of \$ 220, 910,63, which Mr. Cadman claimed on the electronic document filed at the LTO, the lenders of the mortgage was Toronto Dominion Bank, located in Edmonton Alberta, the capital for mortgage fraud.

6. Attached as **Exhibit "B"**, to this my affidavit are copies of only some of the numerous correspondences delivered both to Mr. Cadman and Mr. Oliver by Mr. Gaffney and Mr. Jasich regarding the sale transaction of the property and regarding Mr. Oliver's Bill of Costs, wherein he refused to follow legal procedures. I also refer you to Mr. Oliver's email dated December 4 2007, wherein upon Mr. Gaffney's response, Mr. Oliver clearly had an obligation, as a Barrister and Solicitor, to make an appointment with the Registrar of the court to have his costs taxed and the orders settled, which he did neither. Rather Mr. Oliver tries to bully Mr. Gaffney into doing his work that he failed to do. I refer you to Mr. Oliver's email of Dec. 5, 2007.

7. As evidence shows at **Exhibit "B"** of this Affidavit, William Cadman, when asked, on numerous occasions, by Mr. Gaffney and Mr. Anthony J. Jasich, pro bono lawyer to date to Mr. Gaffney, jointly and separately, to account, Mr. Cadman directed Mr. Jasich and Mr. Gaffney to Keith Oliver, passing each other the ball so to speak. Both have seriously failed to account to date and both have seriously breached the Professional Rules that governs lawyers in British Columbia, the Code of Ethics, and the rules of court and contrary to s.331 of the C.C.C.

8. Contrary to Mr. Oliver's statement in his letter of March 4, 2010, at page 1, when he writes that he has represented Mrs. Gaffney from June 1<sup>st</sup>, 2006 through the present time, I was informed by Mrs. Gaffney, over several phone conversations, placed to our home in the spring of 2004 and subsequently early 2005, that due to her husband's incurring alleged debts on their joint credit cards, she had retained a lawyer by the name of Keith Oliver.

9. Mrs. Gaffney also had informed me on the phone in 2004, while she evidently plotting her exit, that she would never forgive her husband for having made a report to the RCMP in 2001, which led her out of her family home for six (6) months.

10. I am informed by Mr. Gaffney that the report made to the RCMP in 2001, which led Mrs. Gaffney out of her home, was due to his wife's death threat to him and due to her violent conduct. Thus it is not a stretch to say that Mrs. Gaffney's criminal conduct, was aided and abetted by Mr. Oliver, who poorly advised her to kill her husband financially.

11. Attached as **Exhibit "C"**, to this my affidavit is a copy of a letter from Mr. Keith Oliver, dated March 9, 2005, wherein evidence shows that he was acting for Mrs. Gaffney, prior to Mrs. Gaffney abandoning the home on April 29, 2005 and prior to Mrs. Gaffney's assignment into bankruptcy on May 13, 2005 and copies of our replies to Mr. Oliver.
12. Attached as **Exhibit "D"**, to this my affidavit is a copy of Sheila Frances Gaffney "Assessment Certificate", electronically filed by trustee in bankruptcy Kenneth A. Rowan on May 13, 2005, indicating that Mrs. Gaffney received other advice regarding her financial situation, which she shows the costs to be in the amount of \$460.00.
13. Attached as **Exhibit "E"**, to this my affidavit is a copy of part of a transcript before Mr. Justice Ian Meiklem, *in the Matter of the Bankruptcy of Sheila Frances Gaffney*, on August 31, 2006, wherein Mr. Oliver himself agreed with the court that his client was not insolvent, yet he still proceeded in the fraud, because he was implicated himself in it, even though he tries to deny it.
14. As evidence shows at **Exhibit "E"** Mr. Justice Meiklem wanted to know as to why Mr. Oliver's client did not annul her bankruptcy, knowing she was not insolvent, and Mr. Oliver lied by saying to Mr. Justice Meiklem that, "*I was not on the file until well after that*". Mr. Oliver has no other outlet but to lie regarding his client's fraudulent bankruptcy, since he was the lawyer holding Mrs. Gaffney's hand from beginning to end, including to date, wherein he admits that he is still on Mrs. Gaffney's pay roll, an alleged bankrupt, who made a profit, after being discharged from her bankruptcy.
15. In response to Mr. Oliver's letter at page 3, attached as **Exhibit "F"**, to this my affidavit is a copy of a transcript dated December 17, 2007, before the court of Appeal, wherein Mr. Oliver was unsuccessful in persuading Mr. Justice Tysoe in settling the orders for him. In effect, according to Mr. Jasich, who was sitting in the public gallery, and according to the transcript, Mr. Justice Tysoe advised Mr. Oliver to make an appointment with Jeniffer Jordan, as required by the rules of court.

16. Whereas Mr. Oliver makes it appear as though Mr. Gaffney attended that hearing on Dec. 17, 07 before Justice Tysoe, I am informed however that Mr. Gaffney did not attend.

17. Keith Oliver goes to great length to particularize and justify his criminal conduct in his letter. At page 4 and 5. Mr. Oliver refers and relies on the *LSBC rules 3-56 and 3-57* on trust accounts, -- which is simply none applicable, in view of the fact that he himself, to date has not followed any rules and procedures, as required from lawyers.

18. In effect, Mr. Oliver's letter to the Law Society, is a confession of a crime, and a plea bargain with the LSBC for a lesser citation, which would not costs him disbarment.

19. It is a fact that behind every crime, there is a lawyer giving legal advise, and in this case, Mr. Oliver provided poor legal advise to his client, which led to her assignment into a fraudulent bankruptcy. Alternatively, even if Mr. Oliver had been retained on the file in June of 2006, as he wants the bar and the authorities to believe, Mr. Oliver gave himself out, by proceeding with the bankruptcy fraud committed by his client, as it apparent that his benefit was Mr. Gaffney's property, who he often referred to as "stupid".

20. I am informed that at no material time did Mr. Gaffney or Mr. Jasich indicate or agreed in writing or otherwise on the issue of Mr. Oliver's Bill of Costs, since both Mr. Gaffney and Mr. Jasich, jointly and separately, kept asking Mr. Oliver and Mr. Cadman for their statement of adjustments and both refused to produce it and Mr. Oliver rather than make an appointment with the registrar decided on his own to act like a cowboy and proceed in the manner he thought was acceptable to him.

SWORN BEFORE ME at the city of  
Vancouver, in the Province of British  
Columbia, this 9<sup>th</sup> day of June, 2010



Commissioner for Taking Affidavits in B.C.

RON MORRISON  
1109-207 W HASTINGS ST.  
VANCOUVER, B.C.  
(604) 685. 7097



Tina Zanetti

SCHEDULE "A"

**HAROLD C. GAFFNEY**  
Telephone/Fax: **604.685.6518**  
Email: **harold\_gaffney1@hotmail.com**

Wednesday, June 9, 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**

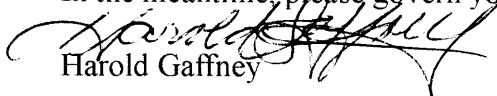
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I acknowledge your letter dated May 19, 2010, in response to my email to you of May 17, 2010, regarding my complaint made against Mr. Keith Oliver and Mr. William Cadman.

1. I note from Mr. Oliver's response and from your letter to me dated May 20, 2010, regarding Mr. Cadman, that you won't be assigning a lawyer to review the complaint against him until July 15, 2010.
2. With all due respect Ms. Raab, the violation of Mr. Cadman's conduct must jointly be reviewed with the conduct of Mr. Oliver, since both, jointly and separately, are involved in the fraudulent conveyance of my property and regarding any and all money transferred to member Keith Oliver.
3. Please take note that Mr. Oliver claims in his letter of March 4, 2010, that he distributed money, from the sale of my property, to Mrs. Gaffney and to himself. Such statement cannot be taken for face value, given that TD Bank, as per the evidence I have provided, did not loan money to the clients of Mr. Cadman. Thus, if there was any money that changed hands on December 14, 2007, as alleged by your two members, where was the money coming from and where is my share of the proceeds of the sale? It is incumbent on the LSBC to find out because fraud is claimed here.
4. The proceedings of the sale of the immovable property at 312-450 Bromley Street was the result of Mr. Keith Oliver poorly advising my wife, when she sought his counsel in 2004 or earlier, since neither my wife nor myself were separately and or jointly insolvent.
5. Since Mr. Oliver has partly confessed to half of his crime in his letter of march 4, 2010, I ask that you let him and Mr. Cadman, jointly confess the other half, regarding the fraudulent conveyance, wherein the real estate transaction of my property was executed fraudulently by both members.
6. Please take note that Mr. Oliver's plea bargain for a lesser crime is not acceptable to me and it should not be acceptable to the LSBC due to the evidence before you against both members.

I await to hear from you.

In the meantime, please govern yourselves accordingly,

  
Harold Gaffney

c.c. Anthony J. Jasich

THIS IS EXHIBIT "A" referred to  
IN THE AFFIDAVIT OF TINA ZANETTI  
SWORN ON April 9th 2010 IN  
VANCOUVER, B.C.

**FAX MEMO**

*[Signature]*  
A. COMMISSIONER FOR TAKING AFFIDAVITS

**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**

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**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

*[Signature]*  
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**

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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 Westminister 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;

- 5
- 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 Cadam, at the fax number noted above and/or email and copy the information to my pro bono lawyer Mr. Jasich.

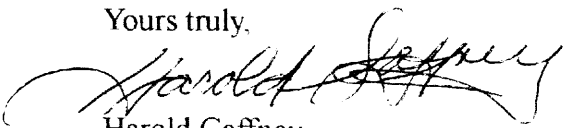
7. Further, please take note that I am providing you with the same evidence, attached herein, as Mr. Jasich did when he made his complaint in November 2009.

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.**

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**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



12 Nov 07 05:37p NOELLA NEALE

604-628-3835

p.2

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PAGE 1 of 7 PAGES

# CONTRACT OF PURCHASE AND SALE

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

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

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

<b>SELLER:</b> <u>S&amp;H GAFFNEY</u>	<b>BUYER:</b> <u>Mariana Oviedo Ovando</u>
<b>SELLER:</b> _____	<b>BUYER:</b> <u>Brent Tremain</u>
<b>ADDRESS:</b> <u># 312 450 BROMLEY ST</u>	<b>ADDRESS:</b> <u>co RE/MAX ALL POINTS REALTY</u>
<b>Coquitlam</b> PC: <u>V3K 6S5</u>	<b>Coquitlam, BC</b> PC: _____
<b>PHONE:</b> _____	<b>PHONE:</b> <u>This is Exhibit "B" referred to in the</u>
<b>RESIDENT OF CANADA</b> <input checked="" type="checkbox"/> <b>NON-RESIDENT OF CANADA</b> <input type="checkbox"/>	<b>OCCUPATION:</b> <u>affidavit of Noella Neale</u>
<small>as defined under the Income Tax Act.</small>	<u>Coquitlam BC</u>
<b>PROPERTY:</b>	<u>this 13<sup>th</sup> day of November A.D. 2007</u>
<u># 312 450 BROMLEY ST</u>	<u>Coquitlam BC</u>
<b>UNIT NO.</b> _____ <b>ADDRESS OF PROPERTY</b> _____	<u>015-726-339</u>
<u>Coquitlam</u>	<u>V3K 6S5</u>
<b>CITY/TOWN/MUNICIPALITY</b> _____	<b>POSTAL CODE</b> _____
<u>NWS3181 LT 36 DL 113 LD 36 GRP 1</u>	<b>PID</b> _____
<b>LEGAL DESCRIPTION</b> _____	

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	NR	AA	AA
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INITIALS

# 312 450 BROMLEY ST  
PROPERTY ADDRESS

Cocuitlam

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 \_\_\_\_\_

NEW WESTMINSTER LAND TITLE OFFICE

10

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

<b>William G. Cadman</b> <b>NJCRR</b>	<small>Digitally signed by William G. Cadman          NJCRR          DN: cn=William G. Cadman, o=NJCRR, ou=CA, email=j.cadman@k1p.ca, id=NJCRR, ou=BC Lawyer Practicing, Date: 2007.12.14.06:38:04 -0800</small>
--	--

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 V3K 6S5 Canada**

**AS JOINT TENANTS**

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

5. PAYMENT PROVISIONS:					
(a) Principal Amount: <b>\$220,910.63</b>	(b) Interest Rate: 5.990% per annum	(c) Interest Adjustment Date:	Y	M	D
(d) Interest Calculation Period: Half-yearly, Not in advance	(e) Payment Dates: 1st day of each month	(f) First Payment Date:	08	01	01
(g) Amount of each periodic payment: <b>\$1,202.67</b>	(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 <input type="checkbox"/> NO <input checked="" type="checkbox"/> If YES, page and paragraph number:	(k) Place of payment: <b>Postal address in Item 4</b>	(l) Balance Due Date:	13	01	01

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**MORTGAGE - PART 1**

PAGE 2 of 4 pages

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)

(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

Borrower(s) Signature(s)

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.



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FORM E, V14

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 PAGE 3 of 4 pages

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

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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.**

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

Telephone: (604) 945-0012  
Facsimile: (604) 945-0187  
E-mail: [wcadman@cadmanlaw.com](mailto: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 6S5

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

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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 CONTINUED  
 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 he 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

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Print

Close window

### Re: transfer of property

From: **Keith Oliver** (rkolaw@gmail.com)  
Sent: December 17, 2007 5:33:51 PM  
To: Harold Gaffney (harold\_gaffney1@hotmail.com)

Harold Gaffney:

I am afraid that I have bad news for you. Your ownership of the property at 312-450 Bromley Street ended on Friday, when the title was transferred to Mariana and Brent. The Land Title Office registered the transfer under number CA656913. You may check that through your agents Tina, Gina or Anthony.

You have apparently complied (eventually) with the second Order of Mr. Justice Bernard, and moved out of the property on December 15th. Although you were seen to be in contempt of the Order of Mr. Justice Burnyeat, by being seen within one block of the premises after 3:00 pm on Saturday, December 15th.

Net sale proceeds of \$214,215.07 (after payment of outstanding Strata fees (which you were no longer paying) and Real Estate Commissions), were paid to me on December 14th.

As I explained in my earlier email, once I have the payout figure from the Mortgage Company I will be in a position to determine how much remains, and of that, how much will be payable to my client, Sheila Gaffney. You, unfortunately, have used much of your share, if not more than your share, for the payment of our costs.

If I have anything further to serve upon you, I will not be using the subject property as your address, as that is now the address of Mariana and Brent, who would be entitled to send back any mail they receive that was addressed to you. If you do not wish to be notified of any further happenings in Court, that is your choice, but of course you will also have to accept the consequences.

Keith Oliver, ESQ.

On 17/12/2007, **Harold Gaffney** <harold\_gaffney1@hotmail.com> wrote:

Mr. Oliver,

I am still the registered owner of 312-450 Bromley Street. Any and all documents you wish to serve upon me, you continue serving it at 312-450 Bromley Street and the documents will be forwarded to me.

Harold Gaffney

Date: Mon, 17 Dec 2007 15:05:38 -0800  
From: rkolaw@gmail.com  
To: harold\_gaffney1@hotmail.com  
Subject: Re: transfer of property

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**Customer Care**  
100 Bay St., CCW/5  
Toronto, ON M5L 1G2

Tel. : 416-980-2301  
Fax : 416-980-5712  
Email: [bruce.bellefeuille@cibc.com](mailto: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](mailto: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: c=CA, cn=Richard Keith Oliver  
 3FNEUB, o=Lawyer, ou=Verify ID at  
 www.justice.com/CLKUP.cfm?  
 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  
 Coquitlam BC V3B 2P7  
 Document Fees: \$25.80  
 (604) 464-5585

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

Execution Date		
Y	M	D
08	01	02

Transferor(s) Signature(s)  
**CIBC MORTGAGES INC.**  
 by its authorized signatory(ies)

\_\_\_\_\_  
 P. Brazinha

\_\_\_\_\_  
 Jack Glazier

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.

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**Re: Gaffney vs Gaffney -- 312-450 Bromley Street, Coquitlam BC, V3K 6S5**

From: **William Cadman Law Corporation** (wcadman@cadmanlaw.com)  
 Sent: February 8, 2008 10:57:44 AM  
 To: Harold Gaffney (harold\_gaffney1@hotmail.com)

Mr. Gaffney,

The documents you request are in the possession of Mr. Oliver who acts for the Vendor. I act for the purchaser only. Please contact Mr. Oliver to obtain the documents that you require.

Bill Cadman

----- Original Message -----

From: Harold Gaffney

To: wcadman@cadmanlaw.com

Sent: Friday, February 08, 2008 9:34 AM

Subject: Gaffney vs Gaffney -- 312-450 Bromley Street, Coquitlam BC, V3K 6S5

*THIS IS EXHIBIT "B" REFERRED TO IN  
 THE AFFIDAVIT OF TINA ZANETTI  
 SWORN ON JUN 9 2008 IN THE  
 CITY OF VANCOUVER, B.C.*

*A COMMISSIONER FOR TAKING AFFIDAVITS*

**Friday, February 8, 08**

Hello Mr. Cadman,

I am in receipt of the attached letter, which was delivered to me by your accomplice Keith Oliver.

You wrote on the electronic form that the principal amount for the mortgage is \$220,910.63.

According to your letter of December 14, 2007 to Keith Oliver, attached herein, the trust cheque enclosed to Keith Oliver was in the amount of \$214,215.07, which you claim represents the net proceeds, due on completion in accordance with the Seller's Statement of Adjustments.

Please provide me with the *Seller's Statement of Adjustments*.

And further please provide me with the *Certificate of Sale* in accordance with Rule 43 (6) of the BC Supreme Court Rule.

And please provide me with any additional particulars which you are required to have in accordance with the BC Law Society Rules and the CBA.

You can deliver the said documents requested herein, at this email, or by fax at 604.685.6518 or else you can mail it special delivery --EXPress Post -- at 312-450 Bromley Street, Coquitlam BC, attention Harold Gaffney.

Please confirm by email when you will provide the *Seller's Statement of Adjustments* and when will you provide me with the *Certificate of Sale* in accordance with Rule 43 (6) of the BC Supreme Court Rule and please confirm

as to when you will provide with any additional particulars you have in your file regarding 312-450 Bromley Street which you are required by law to have in your control and possession.

Signed,

Harold Gaffney

---

**ANTHONY J. JASICH, LL.B.**

#403 – 567 Lonsdale Avenue  
North Vancouver, B.C. V7M 2G6  
Telephone (604) 986-0419 Fax (604) 986-0499

Monday, February 11, 2008

**Oliver & Company**  
Barrister & Solicitor  
Fax: 604 357-1435

Attention: Keith Oliver

Dear Sir,

**Re: 312-450 Bromley Street, Coquitlam, BC**  
***Gaffney vs. Gaffney* New Westminster Court File # S102880**

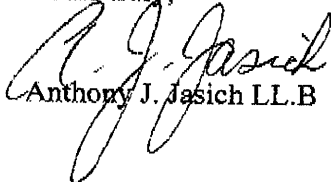
Mr. Cadman contacted me this morning by phone to inform me that you have the vendors Statements of Adjustments and other documents relating to the property noted above.

Please provide me with a copy of the Statements of Adjustments and other documents in connection with the conveyance relating to the said property, which Mr. Cadman claims he forwarded it to you.

Also, did your client Sheila Frances Gaffney swear to and file form 54 pursuant to Rule 43(6) of the Supreme Court Rules of Court? If so, please provide me with a copy.

Finally, please confirm by fax at the fax number noted above or by email at anthonyjasich@shaw.ca as to when you will provide the requested documents.

Yours truly,

  
Anthony J. Jasich LL.B

c.c. Harold Gaffney

FACSIMILE COVER LETTER

PLEASE DELIVER THE FOLLOWING PAGES TO:

Company: WILLIAM CADMAN LAW CORP.

FAX # 604.945.0187

Attention: WILLIAM CADMAN

FROM: **ANTHONY J. JASICH, LL.B.**

OUR FAX # (604) 986-0499

Total Number of Pages: 2 (including this cover letter)

Date: FEBRUARY 10, 2008

Time Sent: 6:15 P.M.

PLEASE FIND ATTACHED CORRESPONDENCE  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

*A.J.J.*

If you encounter any difficulties in receiving this, please advise us by phoning (604) 986-0419 or by email at anthony.jasich@shaw.ca

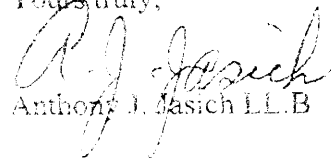
#403 - 567 LONSDALE AVENUE, NORTH VANCOUVER, B.C. V6M 2G6  
Telephone (604) 986-0419

It is requested that you review the attached documents and ensure that they should be prepared and ready to be provided to the court.

Please advise us as to whether you can prepare the documents and provide the documents that demonstrates that Kerth Shiner has made payments to the holders of the 124 holders within the prescribed time.



Finally, please confirm by fax at the fax number noted above or by email at [anthonyjasich@shaw.ca](mailto:anthonyjasich@shaw.ca) as to when you will provide the requested documents.

Yours truly,

  
Anthony J. Jasich LL.B

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Windows Live™

 Print Close window**Re: Gaffney vs Gaffney NW Court File # S102880 -312-450 Bromley St. Coquitlam, BC**From: **Keith Oliver** (rkolaw@gmail.com)

Sent: February 15, 2008 8:13:51 AM

To: Harold Gaffney (harold\_gaffney1@hotmail.com)

Harold:

This is **not a conveyance file**. Mr. Jasich is not practicing law. He needs to be on record to represent you in litigation. He has been told before that I won't deal with him without him properly getting on **the record**.

I have already provided you with a draft Certificate of result of sale. I will finalize that certificate after you acknowledge the amounts owing in the Bills of Costs previously forwarded to you. If you fail to acknowledge those Bills of Costs, they will remain outstanding and the Certificate will remain in draft form. The purchaser's statement of adjustments is irrelevant to you, and your past performance has demonstrated that any such information that gets into your hands results in you making a nuisance of yourself to every person or institution involved. You have no need of that information. everything you need to know about the transaction is contained in the Court Order and the draft Certificate of Result of sale. I will not be sending you anything further until you authorize all of the Bills of Costs and I can finalize the Certificate of Result of Sale.

Keith Oliver

On 14/02/2008, **Harold Gaffney** <harold\_gaffney1@hotmail.com> wrote:

Hello Keith Oliver,

My pro bono lawyer, Mr. Jasich faxed you a letter, which I attach a copy, requesting that you provide him with a copy of the Statements of Adjustments and other documents in connection with the conveyance relating to my property, which Mr. Cadman claims you have in your possession.

You have replied to my counsel by fax on this day, which I attach a copy, by finding an excuse to not provide him with documents that you ought to have provided me with, weeks ago.

You know or ought to know Mr. Oliver that under the BC Law Society rules, a lawyer does not have to put himself on record, in more particularly in property transfer matter, there is an even lower threshold.

Since you won't provide the requested documents to Mr. Jasich, I am requesting from you that you provide me with a a copy of the Statements of Adjustments and other documents in connection with the conveyance relating to my property, which Mr. Cadman claims you have in your possession. Further, please advise as to whether your client Sheila Gaffney swore to and filed form 54, pursuant to Rule 43 (6) of the Supreme Court Rules? If so, please provide me with a copy.

Please confirm by fax at 604.685.6518 or by email, when you will

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provide me with the requested documents herein.

Signed,

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

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



**William Cadman Law Corp.**

205 - 2922 Glen Drive, Coquitlam, BC V3B 2P5

Ph: 604.945.0012 • Fax: 604.945.0187

File No. 27,623-1

March 4, 2008

**FAX 604-986-0499**

Anthony J. Jasich  
Barrister & Solicitor  
#403 - 567 Lonsdale Avenue  
North Vancouver, B.C., V7M 2G6

Dear Mmes/Messrs:

**Re: Sale of 312 - 450 Bromley Street, Coquitlam**

Further to your letter of March 3, 2008 we confirm that Mr. Oliver represents the vendor pursuant to a Court Order. If you wish any information or documentation from the writer please deliver your request to Mr. Oliver who I am certain will forward any appropriate requests to the writer for our reply.

Yours truly,



WILLIAM G. CADMAN

/jw

Encl.

HAROLD C. GAFFNEY

312-450 Bromley Street  
Coquitlam, B.C. V3K 6S5  
Phone Fax: 604. 685.6518

Monday, March 03, 2008

**OLIVER & COMPANY**  
Barristers and Solicitors

**EMAILDELIVERY**


Attention to: R. Keith Oliver

Dear Sir:

**Re: *Harold C. Gaffney vs. Sheila Frances Gaffney***  
**Supreme Court of BC –File No. S102880**  
**Court of Appeal of B.C. Registry No. CA35577,CA035077-CA035415-**

1. My ½ interest of the sale of my property at 312-450 Bromley Street, was allegedly sold in December 2007, to two people who go by the name of Brent Tremain and Mariana Oviendo Ovando, in the amount of \$225,000.00.
2. The solicitor of the alleged purchasers, Mr. William Cadman, claims he delivered in December 2007, a trust cheque to Oliver & Co., in the sum of \$214,215.07;
3. Yourself and William Cadman have to date refused to provide the necessary documents to show proof of the sale of my property and you have both refused to provide a Statement of Adjustments;
4. There are no judgments made against me in the court;
5. I demand, as per The Law Society Rules 3-53, that you put my ½ interest of the sale of my 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.

Yours truly,



Harold Gaffney

c.c. Tim McGee/Executive Director of the LSBC

30

Windows Live™

Close window

Print

**Re: Gaffney vs. Gaffney File No. S102880**

From: **Keith Oliver** (rkolaw@gmail.com)  
Sent: March 3, 2008 5:47:54 PM  
To: Harold Gaffney (harold\_gaffney1@hotmail.com)

Harold:

I am presently away and unable to review my previous emails and other correspondence to you in order to provide you with the answers to your present concerns. I can tell you, however, that 1/2 of the proceeds of sale were not sufficient to pay out all of your obligations to your creditors and to provide costs as Ordered against you in each of the actions in which you are obligated to pay costs to Sheila Gaffney. Any money returned by Mr. Cadman was accounted for before deducting the costs that you owe. I am still waiting for you to sign the Orders so that the Court of Appeal Costs can be properly assessed. If you wish that process to occur, please sign and return the Orders. If you continue to refuse to sign the Court Orders, the process will advance no further.

R. Keith Oliver, Esq.  
Counsel for Sheila Gaffney, Judgment creditor

On 03/03/2008, **Harold Gaffney** <harold\_gaffney1@hotmail.com> wrote:

**Monday, March 3, 2008**

Mr. Keith Oliver,

Please find letter attached herein.

I await your immediate response.

Yours Truly,

Harold Gaffney

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

Windows Live™

**RE: Gaffney vs. Gaffney File No. S102880**From: **Harold Gaffney** (harold\_gaffney1@hotmail.com)

Sent: March 3, 2008 6:14:22 PM

To: rkolaw@gmail.com; Keith Oliver (koliver@telus.net)

Cc: tmcgee@lsbc.org (tmcgee@lsbc.org); Wally Oppal (wally.oppal.mla@leg.bc.ca); Anthony Jasich LL.B (anthonyjasich@shaw.ca); mike.farnworth.mla@leg.bc.ca (mike.farnworth.mla@leg.bc.ca)

Mr. Oliver,

There is no order for costs that you can enforce therefore as it stands right now, you are in violation of section 334 and 336 of the Criminal Code of Canada.

I am sending you the letter in an open format which was attached to the email this morning, for which I copied to Tim McGee, who is suppose to be working for the public interest.

Dear Sir:

**Re: *Harold C. Gaffney vs. Sheila Frances Gaffney*****Supreme Court of BC –File No. S102880****Court of Appeal of B.C. Registry No. CA35577,CA035077-CA035415-**

1. My ½ interest of the sale of my property at 312-450 Bromley Street, was allegedly sold in December 2007, to two people who go by the name of Brent Tremain and Mariana Oviendo Ovando, in the amount of \$225,000.00.
2. The solicitor of the alleged purchasers, Mr. William Cadman, claims he delivered in December 2007, a trust cheque to Oliver & Co., in the sum of \$214,215.07;
3. Yourself and William Cadman have to date refused to provide the necessary documents to show proof of the sale of my property and you have both refused to provide a Statement of Adjustments;
4. There are no judgments made against me in the court;

5. I demand, as per The Law Society Rules 3-53, that you put my 1/2 interest of the sale of my property into a separate trust account and provide me with proof that you have placed my 1/2 interest of the sale of my property into a separate trust account.

Yours Truly,

Harold Gaffney

c.c. Tim McGee/Executive Director of the LSBC

---

Date: Mon, 3 Mar 2008 17:47:54 -0800  
From: rkolaw@gmail.com  
To: harold\_gaffney1@hotmail.com  
Subject: Re: Gaffney vs. Gaffney File No. S102880

Harold:

I am presently away and unable to review my previous emails and other correspondence to you in order to provide you with the answers to your present concerns. I can tell you, however, that 1/2 of the proceeds of sale were not sufficient to pay out all of your obligations to your creditors and to provide costs as Ordered against you in each of the actions in which you are obligated to to pay costs to Sheila Gaffney. Any money returned by Mr. Cadman was accounted for before deducting the costs that you owe. I am still waiting for you to sign the Orders so that the Court of Appeal Costs can be properly assessed. If you wish that process to occur, please sign and return the Orders. If you continue to refuse to sign the Court Orders, the process will advance no further.

R. Keith Oliver, Esq.  
Counsel for Sheila Gaffney, Judgment creditor

On 03/03/2008, **Harold Gaffney** <harold\_gaffney1@hotmail.com> wrote:

**Monday, March 3, 2008**

Mr. Keith Oliver,

Please find letter attached herein.

I await your immediate response.

Yours Truly,

Harold Gaffney

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--

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

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THIS IS EXHIBIT "C" REFERRED TO IN THE  
AFFIDAVIT OF TINA ZANETTI SWORN  
JUNE 9<sup>th</sup> 2010 IN VANCOUVER, B.C. 34

**OLIVER & CO.**  
BARRISTERS AND SOLICITORS  
A COMMISSIONER FOR TAKING AFFIDAVITS

R. KEITH OLIVER, B.Sc., LL.B.  
Law Corporation

202 - 2963 GLEN DRIVE  
COQUITLAM, B.C.  
CANADA V3B 2P7  
TELEPHONE: (604) 464-5585  
FAX: (604) 464-5519

March 9, 2005

Our File No. 2176.498/RKO

Tina and Gina Zanetti

[ginaz@sprint.ca](mailto:ginaz@sprint.ca)

Dear Tina Zanetti and Gina Zanetti:

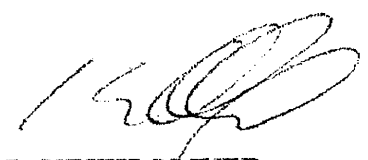
**Re: Sheila Gaffney and Marche**

We have been consulted by Sheila Gaffney in respect of your letter of March 6<sup>th</sup>, 2005 transmitted to our client by e-mail and by mail.

While our client disagrees with your characterization of her calls she does agree that she will from this point onwards make no further telephone calls to your number for any purpose.

She is however concerned about the nature of telephone calls that are made from your number to hers. Since she has no desire whatsoever to have any contact with you she will consider any further calls that are made to her number from yours to be harassment and accordingly asks that you cease and desist all such telephone contact.

Yours truly,



**R. KEITH OLIVER**  
RKO:sw  
cc. Ms. Sheila Gaffney

35

**Gina**

---

**From:** "Gina" <ginaz@sprint.ca>  
**To:** "Keith Oliver" <koliver@telus.net>  
**Sent:** Wednesday, March 09, 2005 3:32 PM  
**Subject:** Re: Sheila Gaffney and Marche

Dear Mr. Oliver,

We are in receipt of you letter dated March 9, 2005.

We thank you for advising us that both Ms. Gaffney and her grand-son Marché, will respect the wishes of both Tina Zanetti and Gina Zanetti, to no longer make any further phone calls to their home and/or cell phone, which unfortunately caused both Tina Zanetti and Gina Zanetti fear.

Whereas Gina Zanetti and Tina Zanetti have both refrain from making any phone calls to Mr. Gaffney's home, please note that both Gina Zanetti and Tina Zanetti are very concern about Mr. Harold Gaffney's safety and security in his own home.

Finally, we hope that any difficulty the family is experiencing will be resolved shortly.

Thank you.

Yours Truly,  
Tina Zanetti  
Gina Zanetti

----- Original Message -----

From: "Keith Oliver" < >  
To: < >  
Sent: Wednesday, March 09, 2005 2:30 PM  
Subject: Sheila Gaffney and Marche

- > Please read the enclosed letter.
- > Keith Oliver
- >



**Gina**

---

**From:** "Gina" <ginaz@sprint.ca>  
**To:** "Keith Oliver" <koliver@telus.net>  
**Sent:** Wednesday, March 09, 2005 3:38 PM  
**Subject:** Re: Sheila Gaffney and Marche

Mr. Oliver,

Please note that it would only be reasonable that the letter you have delivered to us by email be also delivered to Mr. Harold Gaffney.

Could you please advise whether the letter dated March 9, 2005, will be handed to Mr. Gaffney.

We thank you for your assistance on this matter.

Tina Zanetti  
Gina Zanetti

----- Original Message -----

**From:** "Keith Oliver" < >  
**To:** < >  
**Sent:** Wednesday, March 09, 2005 2:30 PM  
**Subject:** Sheila Gaffney and Marche

> Please read the enclosed letter.  
> Keith Oliver  
>

37

APPENDIX "A" ASSESSMENT CERTIFICATE

To: Superintendent of Bankruptcy
From: Kenneth A. Rowan
Re: Sheila Frances GAFFNEY
Date: May 13, 2005

THIS IS EXHIBIT "D" REFERRED TO IN THE AFFIDAVIT OF TINA ZANETTI SIGNED JUN 9th 2010 IN THE CITY OF VANCOUVER, B.C. A COMMISSIONER FOR TAKING AFFIDAVITS IN B.C.

I, the undersigned, hereby certify that I have complied with the Directive "Assessment of an Individual Debtor", and that I was assisted in the performance of the assessment by (name of registered individual, if applicable).

Dated at the City of Coquitlam in the province of British Columbia, on May 13, 2005.

Signature of trustee or administrator of consumer proposals

(please check off box if the assessment was performed in a designated area or pursuant to the extraordinary circumstances provision) [ ]

ACKNOWLEDGEMENT

I, the undersigned debtor, have consulted with the above-named individual(s).

After having discussed my financial situation and the merits and consequences of each option available, I have decided on the following option.

- (a) a consumer proposal (b) Division 1 proposal X (c) an assignment in bankruptcy

In the last 6 months I have Received advice regarding my financial situation other than the assessment referred to in this certificate.

If other advice was received indicate the amount paid: \$ 460.00

Dated at the City of Coquitlam, British Columbia, on May 13, 2005.

Signature of the debtor

CERTIFIED COPY ACCORDING TO THE RECORDS OF THE SUPERINTENDENT OF BANKRUPTCY THIS 28th DAY OF March 2006 OFFICIAL RECEIVER [Signature]

August 31, 2016

38

TRANSCRIPT - BEFORE MEIKLEM J.

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Submissions

THIS IS EXHIBIT "E" REFERRED TO IN THE AFFIDAVIT  
OF TINA BANETTI SWORN SWORN 9, 2010. IN  
SAN JOAQUIN, BC 10

A COMMISSIONER FOR TAKING AFFIDAVITS N.B.C.

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special costs in light of the nature of the very serious allegations made against the trustee of participation in fraud and criminal activity. Those are the kinds of allegations that should attract some sort of centre from the court with respect to costs ordered. And also I would say that if Your Lordship was disposed to grant some sort of amendment to the form of relief being sought by the applicant, then obviously we'd have to deal with this on another date because we're opposed to having to deal with that sort of last-minute change here today and that type of remedy. Thank you, My Lord.

THE COURT: There's just two questions I have for you, Mr. Oliver. Of the many mysteries before me on this matter, two of them involve your client's actions. Why has she not registered the transfer from the trustee back to herself?

MR. OLIVER: The transfer documents are in my office well after Mr. Gaffney served me with the notice of motion in this matter and I felt it was --

THE COURT: You felt in the face of his claim for relief that it not be conveyed, that you shouldn't do it?

MR. OLIVER: That's correct.

THE COURT: Okay.

MR. OLIVER: I do continue to hold the transfer in trust in my office.

THE COURT: Do you want to volunteer anything to me about why, when she wasn't insolvent, she went bankrupt and when she realized that she wasn't insolvent why she continued?

MR. OLIVER: Certainly. She was insolvent. The debts that you've heard of --

THE COURT: Well, she wasn't insolvent as of the day Mr. Gaffney paid the bank off; right?

MR. OLIVER: That was after the bankruptcy.

THE COURT: After the assignment.

MR. OLIVER: That's right.

THE COURT: But why did she continue? Why did she resist the notion of annulling it? She wasn't -- I mean, she no longer had a debt problem at that point in time.

MR. OLIVER: I'm not sure that Mrs. Gaffney was in a position to understand the difference between continuing with the bankruptcy and being discharged and an annulment of the bankruptcy.

1 THE COURT: Well, I'm sure that the trustee wouldn't  
2 have made the comments he did in the section 170  
3 report if he hadn't explained that to her.

4 MR. OLIVER: That may be. I'm not instructed about  
5 what happened there. I was not on the file until  
6 well after that.

7 THE COURT: And I suppose you're saying she was  
8 insolvent in the sense that she couldn't meet her  
9 obligations as they came due, but that does not  
10 follow from the fact that you have a line of  
11 credit that you don't have the liquid cash to pay  
12 off. It may apply if you've got a demand later  
13 you can't fulfill or that your joint-and-several  
14 covenantor can't pay. But when you're a joint,  
15 you know, wouldn't the first response be, I  
16 haven't got the money, hubby, you pay it?

17 MR. OLIVER: And that, indeed, is the first response.  
18 And the debt -- I'm not sure it's adequately  
19 spelled out in detail in Ms. Gaffney's affidavit,  
20 but the debt is a debt that was incurred on joint  
21 obligations between Harold and Sheila Gaffney.

22 THE COURT: Of course.

23 MR. OLIVER: Those --

24 THE COURT: So --

25 MR. OLIVER: Those --

26 THE COURT: -- why would she treat it not only as hers  
27 alone but too burdensome, overwhelming? Why would  
28 she treat it like that?

29 MR. OLIVER: Well, the background that isn't in the  
30 affidavit, I'm afraid, explains that. The  
31 background is partly is Ms. Zanetti and her  
32 sister, who operate some sort of a legal  
33 assistance organization -- I'm not sure how close  
34 they come to actually practicing law without  
35 licences to do so, but, in any event, they require  
36 funding and Mr. Gaffney was providing a lot of  
37 funding to them. That was coming out of family  
38 income. Mrs. Gaffney was using the line of credit  
39 to pay all the family debts because Mr. Gaffney  
40 wasn't contributing his share.

41 MS. ZANETTI: May I object, Your Honour, that there's  
42 no evidence of such a thing.

43 THE COURT: I asked the question, ma'am.

44 MS. ZANETTI: Sorry, Your Honour.

45 THE COURT: I want the answer.

46 MS. ZANETTI: I'm very well aware --

47 MR. OLIVER: And I advise that it's not in the

BEFORE TYSCOE S.A.  
ON DEC. 17, 2007

THIS IS EXHIBIT "F" REFERRED TO IN  
THE AFFIDAVIT OF TINA ZANETTI  
SWEEN JURY, B.C., IN VANCOUVER, B.C.

L40

A COMMISSIONER FOR TAKING AFFIDAVITS  
Vancouver, B.C. IN B.C.  
December 17, 2007

THE CLERK: In the matter of Shiela Frances Gaffney v. Harold Cecil Gaffney.  
MR. OLIVER: My Lord, Keith Oliver appearing for the applicant, Shiela Frances Gaffney. This is simply on three separate files, an application to settle the order. Mr. Gaffney has refused to sign any orders in this matter from start to finish and just because of the exigencies of getting done with the matter when it was heard on the 29<sup>th</sup> of November, I neglected to ask for his signature to be dismissed -- to be dispensed with at that time.  
THE COURT: Mr. Oliver, I understand the frustrations which you and your client have felt that you have had to endure, but I simply don't believe that I have the authority to grant the order which you request. Rule 47 reads, in subsection (1) (b),

An order of the court or of a justice  
(a) may be drawn by the party ...

-- and then,

(b) unless the court or justice otherwise directs, must be approved in writing by all parties with the solicitors of record ...

On the basis of that wording, I think only the court that made the decisions can dispense with the approval as to form and I say that because the introductory wording is "the court or a justice", but clause (b) is "unless the court or justice", which means the justice, so if it were a chambers matter, only the chambers justice could dispense with the requirement for approval in writing and I think with respect to a decision of the court, which I do gather these were --

MR. OLIVER: Yes, they are.  
THE COURT: I believe it has to be the panel that has -- was the one that pronounced it, and I unfortunately think that you should have asked for this after Chief Justice Finch gave his oral reasons in the three appeals. In practical terms, you can try to get back before the panel, but I suspect it will be more expeditious to try and have the order settled before the registrar.  
MR. OLIVER: I attempted to set this down before the registrar, but in view of Mr. Gaffney having a Section 29 order against him, the registry wouldn't do that. They put me into this chambers courtroom instead.  
THE COURT: Well, that's most unfortunate because the Section 29 order is not directed at Mrs. Gaffney. It's directed --  
MR. OLIVER: No. I agree. It was simply a decision made at the registry to put me into this courtroom rather than before the registrar.  
THE COURT: That is unfortunate, but as I say, I --  
MR. OLIVER: All right. Well, I will take Your Lordship's

comments down to the registry and see if they can correct that.

THE COURT: Yes, and you can encourage them, if they have some difficulties, to discuss it with me.

MR. OLIVER: Thank you, My Lord.

THE COURT: Madam Registrar, I think we will take the morning break before we deal with the next matter.

**(PROCEEDINGS CONCLUDED)**

**REPORTER'S CERTIFICATE**

I certify that this is a true and accurate transcript of these proceedings recorded on sound- recording apparatus, transcribed to the best of my skill and ability in accordance with applicable standards.

---

Doreen J. Johnson,  
Court Reporter, Certificate Number 502