

TINA ZANETTI

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DELIVERED by FAX to:

CANADIAN JUDICIAL COUNCIL (“CJC”)

VIA FACSIMILE (613) 288-1575

ATTENTION TO:

Norman Sabourin, Executive Director and Senior General Counsel;

Re: Formal Request For Investigation & Inquiry
Pursuant to sections 58 to 71 R.S.C. 1985, c. J-1, of Part 11 The Judges Act s. 63
In Respect To **MR. JUSTICE LANCE BERNARD** Of The B.C. Supreme Court
For Violations Of The Code Of Judicial Conduct

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Friday, December 12, 2008

VIA FACSIMILE (613) 288-1575**CANADIAN JUDICIAL COUNCIL ("CJC")**

Attention: Norman Sabourin, Executive Director and Senior General Counsel;

Dear Sirs,

Re: Formal Request For Investigation & Inquiry*Pursuant to sections 58 to 71 R.S.C. 1985, c. J-1, Of Part 11 The Judges Act s. 63 (2)*

In Respect To **MR. JUSTICE LANCE BERNARD** Of The B.C. Supreme Court
For Violations Of The Code Of Judicial Conduct

I am writing on behalf Mr. **Harold Gaffney**, a senior citizen of 76 years of age. I assisted Mr. Gaffney during court proceedings on a pro bono basis, including a proceeding before Mr. **Justice Lance W. Bernard** on November 26, 2007.

I am writing the following complaint because as a Canadian Citizen and a citizen of the court, I have an interest in matters relating to the administration of justice.

Furthermore, Mr. Normand Sabourin has barred Mr. Gaffney from making any complaints while federally appointed judges in B.C. were aiding and abetting a lawyer engaged in real estate fraud.

1. Anybody sincerely investigating and evaluating my complaint made on behalf of Mr. Gaffney, must also understand the fraud on Wilbert Owen Kennedy¹ ten years ago when a junior attorney Mark V. Lewis then and now of **Ladner Downs**, (known as **Borden Ladner Gervais**) used a *prima facie* fraudster as a front man for defrauding Mr. Kennedy of his property;

◆ The fraud on Mr. Kennedy was a sophisticated crime done by lawyers who disclosed too much, including witnessing the fraudster signing the requisite conveyancing documents for the property. **Ladner Downs** appears to have used Notary Virginia Lange to put her notary stamp on the transfer document on what she knew and Lander Down knew at the time was a forgery;

◆ The fraudster returned the Transfer to **Ladner Downs** who in turn sent the Transfer for filing and registration to the New Westminster/Vancouver Land Title Office and on January 6, 1999, *the New Westminister/Vancouver Land Title Office* registered the Transfer and subsequently registered the Mortgage;

¹ Wilbert Owen Kennedy vs Ladner Downs et al (New Westminister BC 1999)

◆ Since the court case of Mr. Kennedy filed on July 27, 1999, and since the Martin Wirick mortgage fraud in excess of \$70 Million dollars, the **Law Society of British Columbia** loosened the board in the fence for lawyers, by implementing at the **Land Title Office of British Columbia**, the electronic filing, which does not require lawyers to file documents with signatures at the LTO;

◆ R. Keith Oliver, attorney for Mrs Gaffney, found the property transaction to be much simpler than what **Lander Downs** had to do, since all he and his side kick attorney William Cadman had to disclose to the *New Westminster Land Title Office* was Mr. Justice Bernard's Order and his letter he embedded in his drafted Order, which Mr. Justice Lance Bernard endorsed as a blank cheque, bringing a new meaning to property fraud wherein attorneys rely on their friends appointed on the bench to commit their crimes;

◆ Interesting that no lawyers involved in the fraudulent conveyance of Mr. Kennedy's property were disciplined by the bar or even investigated by law enforcement, notwithstanding the fact that Virginia Lang, who was not called as a defendant in Mr. Kennedy's case, retired from the Society of Notaries on 17 August 1999, just four (4) years as a notary when she allowed her name to be used to seal the deal for **Lander Downs**;

◆ I was informed that Mr. Kennedy received a settlement for his property which half came from the Defendants and the other half came for the land transfer insurance;

2. My complaint against Mr. Justice Lance W. Bernard is regarding his failure to abide by his duties as a judge wherein he acted unlawfully by using his judicial office for the advancement of the private interest of his friend attorney R. Keith Oliver, acting for the wife of Mr. Gaffney.

3. Note, when I use the word friend to describe the relationship between Mr. Justice Lance W. Bernard and attorney Keith Oliver, I mean to say that the ying-yang relationship between Mr. Justice Lance W. Bernard and attorney Keith Oliver started when they were classmates in 1981 at the UBC law faculty ².

4. Mr. Justice Lance Bernard makes it clear in his biography³ while a judge that he is the *epitome of the idiom*, **"You scratch my back, I'll scratch yours"**.

5. The *epitome* of the ying-yang of Mr. Justice Bernard's life-style, as suggested in his biography, posted on the web and in the **Advocate** Vol. 62 Part 2, March 2004, is as follow:

«Lance's most admirable quality is his capacity to form a deep and enduring friendships. Many of these friendships were established in high school and university days... And remarkably, many of the people who know him don't consider Lance to be just a friend, but one of their best... In crisis, his friends know that Lance can always be relied upon to lend help and encouragement.» [Emphasis added]

6. The facts of my complaint are as follows:

2

Confirmation from UBC of Bernard J being in the same class of 1981 with Keith Oliver;

3

Personal History of Bernard J;

7. On November 26, 07, in New Westminster, British Columbia, on an application to approve the sale of Mr. Harold Gaffney's property, of which he was an owner of an undivided one-half interest in the matrimonial home, Justice Lance Bernard, appointed to the bench on July 24, 03, and previously with the Office of the Attorney General as a Deputy Regional Crown Counsel, presided to hear the matter set down by his close friend attorney R. Keith Oliver;

8. Originally, the matrimonial home was held jointly by Mr. Gaffney with his wife Sheila Gaffney to whom he is still legally married to, as per section 56 of the *Family Relations Act* [RSBC 1996] CHAPTER 128 [**Emphasis added**] until Mrs. Gaffney was assigned into bankruptcy on May 13, 05, and on June 13, 05, knowing that the property was held in the name of both spouses as *joint tenants* and knowing that Mrs. Gaffney was not insolvent, trustee **Kenneth A. Rowan** did fraudulently transfer Mrs. Gaffney's one-half interest to his name and as a result deliberately severed the joint tenancy held by the Gaffney's;⁴ [**Emphasis added**]

◆ Ontario **Family Law Act** section 14 says it best: "*The fact that property is held in the name of spouses as joint tenants is proof, in the absence of evidence to the contrary that the spouses are intended to own the property as joint tenants.*"

9. On August 31, 06, Mr. Gaffney brought an application before the court to, *inter alia*, annul the bankruptcy of his wife, and Mr. **Justice Ian Meiklem**, upon hearing the matter made a finding that, "*the trustee was well aware that there was no real insolvency issue here*" [**Emphasis added**]. Although Meiklem, J. made such finding and was of the mind that such bankruptcy should not have occurred, he refused to give Mr. Gaffney legal standing on his application to set aside the fraudulent bankruptcy of Mrs. Gaffney;

10. After the trustee **Kenneth A. Rowan** filed a bogus claim with Canada Revenue Agency ("CRA") on behalf of Mrs. Gaffney for a child disability tax credit and did receive a cheque in the amount of about \$13,000 for his fees, he discharged himself from the bankruptcy of Mrs. Gaffney and in so doing on November 28, 2006, the trustee transferred his half interest back to Mrs. Gaffney's name, no longer as a joint tenant but rather as an owner of an *undivided half interest*;

11. On December 13, 06, soon thereafter the trustee transferred the title back to Mrs. Gaffney, attorney Keith Oliver representing Mr. Gaffney's wife in the bankruptcy matter, initiated a petition pursuant to the *Partition of Property Act* [RSBC 1996] CHAPTER 347, for the sale of the property, notwithstanding the fact that the *FRA* had not been invoked by either spouses and to date neither Mr Gaffney nor Mrs. Gaffney have commenced any matrimonial proceedings. [**Emphasis added**]

12. On April 25, and on May 22, 07, attorney Keith Oliver, on behalf of his client, obtained a **judicial order** from Mr. **Justice Crawford** for the partition and sale of Mr. Gaffney's property located at 312-450 Bromley Street, in the city of Coquitlam, B.C. and ordered that Sheila Gaffney have exclusive conduct of the sale of the said property.⁵

⁴ Title of joint tenancy between the Gaffneys from 1998 to June, 2005, Title severed on June 27 by Trustee and title transfer back to Sheila Gaffney on Nov. 28, 07;

⁵ Entered Order of Mr. Justice Robert Crawford;

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

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

a) On November 6, 2007, two impostors Mariana Oviedo Ovando and **Brent Tremain ("Impostors")**, with no fixed address, offered \$225,000 with a \$10,000 deposit to be delivered to Realtor **RE/MAX All Points Realty**, within 24 hours of a judge approving the sale of the property, and the closing date was to be on December 14, 2007⁶. -- The last electronic transfer of Mr. Gaffney's property without the requirement of the impostors' signatures took place at the Land Title Office on January 23, 2008⁷ and there is no evidence that the two impostors paid a deposit of \$10,000 in accordance with the Interim Agreement; and

b) On September 26, October 19, 07, **November 6**, and November 22, 2007⁸. Mr. *Raymond Lehoux* made separate *bona fide* offers in the amount of between \$240,000.00 and \$242,500.00 with a \$20,000.00 deposit to be delivered to his Realtor, within 24 hours of a judge approving the sale of the property and each time the offers were presented to Realtor **Noella Neale** of *Re/Max All Point*, attorney R. Keith Oliver rejected the offers on the basis that Mr. Lehoux had a criminal record therefore attorney Keith Oliver claimed that Mr. Lehoux was not entitled to purchase the property of Mr. Gaffney;

◆ When the truth is that attorney R. Keith Oliver, engaged in a criminal scheme to fraudulently deprive Mr. Gaffney of his property and any benefits arising therefrom, inched the case to his good friend Lance W. Bernard, and in so doing, Mr. Justice Bernard agreed with R. Keith Oliver to sell the property far below fair market value where in the above circum⁹stances, a reasonable judge would have accepted a higher offer and asked to show proof of Mr. Lehoux's capacity in purchasing the property at \$242,500.00;

◆ To further the scam of real estate fraud, on November 6, 07, Noella Neale of Re/Max submitted the impostors' Interim Agreement to the Multiple Listing and a result, Ms. Neale accepted no more offers from other Realtors, notwithstanding the fact that Mr. Lehoux had made more than one offer above \$225,000, prior to and after **November 6**, and notwithstanding the fact that the offer of \$225,000 of the two impostors was subject to approval by the court which occurred on November 26, 2007 before Justice Lance Bernard wherein he did not request, *inter alia*, the fixed address of the two impostors and did not request to know where the impostors were getting the funds to purchase the property of Mr. Gaffney below its fair market value, *giving a new meaning to sweeping dirt under the rug*;

⁶ Contract for Purchase and Sale of purchasers i.e. Brent Tremain and Mariana Oviedo Ovando;

⁷ Electronic property transfer of property without signatures on Jan. 23, 08 accepted at the LTO;

⁸ Part of (4) separate contracts of Purchase and Sale from Ray Lehoux with a \$20,000 deposit;

⁹ MLS Listing showing Property sold on Nov. 6, 07;

15. On **November 20, 2007**, after the court had been apprised of Mr. Lehoux's offer of \$242,500, Madam Justice **Sandra Ballance** ordered attorney Keith Oliver to have one appraisal made on the property, and stated from the bench that Bernard, J. would be hearing the matter in Chambers on November 26, 2007, thus leading any reasonable person to conclude that attorney Keith Oliver had requested his good friend to sit in judgment; **[Emphasis added]**

◆ Note that on August 20, 2007, an Interim Agreement was drawn up by **Noella Neale**, a Realtor with **RE/MAX All Points Realty**, with 23 years of experience, and she listed the two bedrooms, two full baths condo for \$249,900¹⁰ and attorney Keith Oliver, knowing that the order of Crawford J. was judicial, asked his appraiser **Eric Linquist**, of **Sutton Grp.** to appraise the property for **foreclosure purposes** for the same amount as the offer made by the two impostors at \$225,000¹¹ notwithstanding the fact that there was a legitimate offer of \$242, 500.00 made by Mr. Raymond Lehoux and notwithstanding the fact that the sell of the property was not a foreclosure sale but a judicial sale; **[Emphasis added]**

◆ The property was appraised also for less than the *BC Assessment Authority* which is released to all Realtors in the month of July and to the public in the month of October, which was in the amount of \$234,000¹², notwithstanding the fact Mr. Lehoux's offer was above \$225,000 and notwithstanding the fact that across the street from Mr. Gaffney's home, at 455 Bromley Street, a two bedroom, two full baths condo was listed for \$334, 900, in February of 2008, less than two months after attorney Keith Oliver' took possession of Mr. Gaffney's property. **[Emphasis added]**

◆ The appraisal was ordered after the MLS was posted and after the offers had been made seemingly to legitimize the fraudulent offer of \$225,000; **[Emphasis added]**

16. On November 26, 2007, Mr. Justice Lance W. Bernard used his judicial office to pass a benefit to his good friend attorney R. Keith Oliver by refusing to consider Mr. Lehoux's last offer of \$242,000 **[Emphasis added]** and not knowing whether the two purchasers in fact existed and whether in fact they had raised the funds to purchase the property of Mr. Gaffney;

◆ Mr. Justice Bernard, a former Crown Counsel, sealed his stamp of approval on an order¹³ drafted by his good friend Keith Oliver, knowing that his Order would be relied upon by, *inter alia*, the following entities: **[Emphasis added]**

- a) Realtor Re/Max All Point Realty (Part of the Scheme);
- b) The Land Title Office;
- c) The Utility Company (BC Hydro);
- d) Phone Company;

¹⁰ Multiple Listing contract of Aug. 20, 07 between Sheila and Harold Gaffney for \$249,900; Noella Neale 50 homes sold in 2007 and comparable at 455 Bromley Street listed at \$339,900;

¹¹ Appraisal from Eric Lindquist for \$225,000, same amount as the offer from the purchasers;

¹² BC Assessment Authority released to Realtors in July 2007, which was \$234,000;

¹³ Order and Reasons of Judgment of Bernard J Nov. 26, 07;

-
- e) The Financial Institution (CIBC) (Part of the Scheme);
 - f) Real Estate Council of B.C;
 - g) The Appraisal Institute of Canada;
 - h) Provincial and Federal Law Enforcement (RCMP);
 - i) All level of courts, including the Supreme Court of Canada (Part of the Scheme); and others

◆ Further, Attorney Keith Oliver embedded his letter¹⁴ in his drafted Order, with secret instructions, by including the following at para 2: *“Upon lodging a Court Certified copy of this Order in the New Westminster Land Title Office together with a letter from the solicitor for the Petitioner authorizing such registration and subject to the terms of the said Order...”*

◆ No reasonable judge would endorse any orders without having at his disposal all of the facts and evidence before him, including the embedded letter referred to in the drafted order of Keith Oliver, however Justice Bernard did exactly that since the letter referred to in the order was not before the court. **[Emphasis added]**

17. Attorney Keith Oliver collected his IOU when he asked Mr. Justice Bernard to assist him in his pursuit to steal Mr. Gaffney's property and it is apparent that Mr. Justice Bernard came to the aid of his *best* friend by cutting him a blank cheque for the purpose of facilitating a fraudulent property transfer when he did the following:

a) without jurisdiction, Bernard, J. singlehandedly overturned the entered Order of Crawford, J, by ordering the net purchase price after adjustments be paid to his friend attorney R. Keith Oliver; **[Emphasis added]**

b) approving the sale of Mr. Gaffney's property for less than what had been genuinely offered by Mr. Ray Lehoux and less than the city tax assessment; **[Emphasis added]**

c) cutting a blank cheque for his friend Keith Oliver, including and not limited to, the imbedded letter of Keith Oliver, and in so doing, Justice Bernard laundered on the bench for his friend; **[Emphasis added]**

d) Basically, Bernard J. used, *inter alia*, his judicial office for the advancement of the private interests of his friend attorney Keith Oliver; **[Emphasis added]**

e) In fact, what Bernard J. did on Nov. 26, 07, is no different than what members of organized crime do when buying and selling property, except that Bernard J. used his position of trust, and legitimized a scheme known by the RCMP as *“value tampering”*, by agreeing to approve the sell of Mr. Gaffney's property on paper for a price below its actual value and in so doing cheated the Provincial Government in taxes and most importantly acted like a gangster by approving the sale of Mr. Gaffney's property in order to hand the property over to his friend attorney Keith Oliver; **[Emphasis added]**

¹⁴ Embedded letter of Keith Oliver dated December 12, 07 addressed to the Land Title Office and letter dated Dec. 10, 07 from Anthony Jasich to the LTO regarding embedded letter;

◆ Note that to date there is no evidence that any financial institutions in Canada loaned any money for the purchase of Mr. Gaffney's property and there is no evidence that the property of Mr. Gaffney is sold and as a result Mr. Gaffney continues in his monthly payments because to date *Canadian Imperial Bank of Commerce* ("CIBC") has not provided Mr. Gaffney with a proper discharge of his mortgage. **[Emphasis added]**

18. The **Canadian Judicial Council** has the power to recommend to Parliament that a judge be removed from the bench and although I know that the CJC is self-regulated and is not keen in doing its job by getting judges removed, especially those who are in fact using their judicial office, it is important that legal procedures be followed since the new world order we are entering demands from government and public officials, including the bar and the judiciary, to be aware of anti-corruption laws and to take into account the new developments which includes senior company officers and employees in understanding that they could face prosecution and imprisonment if they choose to ignore the risks of corruption and from taking bribes.

19. The CJC has the capacity to put an end to corruption in our court system by drawing the line for judges like Justice Lance Bernard that judges must be guided by *Equity* when applying the law and in this case, Lance Bernard dealt a favour to his close friend attorney Keith Oliver who he knew was engaged in criminal activity.

20. I am reminded of **Robert Flahiff**, former Justice of Quebec Superior Court, who was convicted in year 1999 of laundering \$1.7 million in drug money between 1989 and 1991 and resigned in year 2000 from the bench while the CJC was about to resume its inquiry into his fitness to remain on the job.

21. Section 119 of the **Criminal Code** says Justice Lance Bernard cannot do what he did without violating the laws of Canada. Bernard J. cannot proceed in the way he did by cutting a blank cheque to his old chum and classmate Keith Oliver, and being wilfully blind while doing it. In doing so, Justice Bernard laundered on the bench for attorney Keith Oliver.

22. While the CJC may want Mr. Gaffney and others to believe that on a smaller scale such crime is not significant on the economy and we should not concern ourselves with judges like Mr. Justice Lance Bernard using his judicial office to pass benefits to his friends, however I would argue on behalf of Mr. Gaffney that on a bigger scale having judges like Bernard J. is scandalous and detrimental to the economy of this country;

◆ In effect the crime committed by attorney Keith Oliver, with the help of the courts, including the assistance of **Registrar Me. Anne Roland** and **Deputy Registrar Me. Louise Meagher** and others of the Supreme Court of Canada, who willfully misrepresented facts in the case summaries of Mr. Gaffney's applications for leave to appeal of File No. 32316 and 32381, for the purpose of legitimizing and covering up Keith Oliver's fraud, is comparable to **Stelco**, the steel company, which is a leading example of blatant insolvency fraud, wherein Judge James Farley made up rules as he went along, as he did with Algoma Steel;

◆ Merely ten years ago, steel companies were considered blue chip stock. What that meant is, it was a safe investment for a person planning their pension portfolio. With insolvency fraud, blue chip stocks attracted predators to them, such as lawyers looking for work and also big law firms trying to reach their monthly quotas. Thus what Canada is seeing, including the financial crisis in Ontario is because of the Office of the Superintendent of Bankruptcy and due to some federally appointed judges being willfully blind to insolvency fraud, which has destroyed the economy of Ontario, and to a lesser extent, other provinces and individuals as well;

◆ Trustee Ken. Rowan and attorney Keith Oliver brought the insolvency fraud to a different level, by trickling it down to spouses who have joint assets and are seemingly in trouble and used a two prong approach to complete their crime. Attorney Keith Oliver inched his crime to many judges but at the end it is Bernard, J. that sealed the crime for him.

23. The aforementioned complaint on behalf of Mr. Gaffney and every other Canadian citizens who had their property stolen from them by judges using their judicial office for any means of consideration, demonstrate the systematic violation of our Constitution and the violation of the rule of law and contrary to section 119 of the *Criminal Code of Canada*.

24. Please I implore that you open an investigation with an impartial panel to investigate violations of Canadian and Common Wealth Laws by Justice Lance W. Bernard and return an indictment where appropriate. Failing to take this complaint seriously from a concerned citizen and on behalf of Mr. Gaffney, will indicate that there is no future in the courts across Canada and taxpayers ought to spend their hard earned money in matters that will give us a better return.

On December 7, the Montreal Gazette provided the public with an important update on the judicial compensation issue:

<http://www.montrealgazette.com/Federal+judges+press+cent+over+four+years/1044667/story.html>

The article says that, Canada's federally appointed judges are on a quest for a pay raise of 17% over the next four years, despite a receding economy and scaled-back pay for politicians and other public servants covered by the federal treasury. When a litigant, whether an attorney or self represented, goes before the court, he is expected to make the argument to show the merit of his case, thus it should not be any different with judges who expect a 17% pay raise. Until citizens continue to witness corruption coming from the bench and the bar, the government ought to seriously consider shutting down the courts because there is no future in that institution anymore.

Thank you for your immediate attention to this urgent matter.

Sincerely,

Tina Zanetti

c.c. Anthony Jasich and Harold Gaffney

Encls.

99 JUL 30 15 33

BN206162

CERTIFICATE OF PENDING LITIGATION
FORM 31 Section 215(1)

NATURE OF INTEREST: CHARGE: Certificate of Pending Litigation

HEREWITH FEE OF \$25.00

Legal Description:

PID: 008-725-390
Lot 11, District Lots 543 & 575
Plan 18033

13 99/07/15 15:34
PENDING LIT #11507 159895 \$25.00

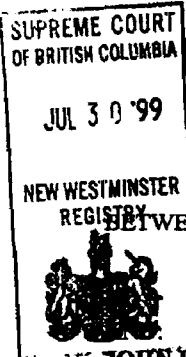
ITALIAN

Full name, address and telephone number of person presenting application.

Wayne R. Neufeld
Rosborough & Company
Barristers and Solicitors
33832 South Fraser Way
Abbotsford, B.C. V2S 2C5

Address of person entitled to register this Certificate of Pending Litigation

Wilbert Owen Kennedy
1204 Yew Street
Bellingham, Washington
United States of America, 98226



[Signature]

Signature of Solicitor
Solicitor for the Plaintiff
No. S054982
New Westminster Registry

WILBERT KENNEDY

PLAINTIFF

JOHN DOE, ROBIN CAMERON, WEST COAST REALTY LTD., RICHARD STASZKOW, HOMELIFE BAY CITY REALTY INC., LADNER DOWNS sued as a firm, NOORT DEVELOPMENTS, MARK WOJCIECH BISKUPSKI, and MARZANNA BISKUPSKI, and the ATTORNEY GENERAL IN THE PROVINCE OF BRITISH COLUMBIA

DEFENDANTS

CERTIFICATE OF PENDING LITIGATION

I certify that in a proceeding commenced in this Court a claim is made for an estate or interest in land or a right of action in respect of land is given by an enactment other than the Land Title Act. The particulars are set out in the attached copy of the document by which the claim is made.

Given under my hand and the seal of the Court at Chilliwack, British Columbia, this ~~24~~ 30 day of July 1999.

31.00
RHS
31.00

[Signature]

DISTRICT REGISTRAR

No.
New Westminster Registry

IN THE SUPREME COURT OF BRITISH
COLUMBIA

BETWEEN:

WILBERT KENNEDY

PLAINTIFF

AND:

**JOHN DOE, ROBIN CAMERON, WEST
COAST REALTY LTD., RICHARD
STASZKOW, HOMELIFE BAY CITY
REALTY INC., LADNER DOWNS ~~sued as a~~
~~firm~~, NOORT DEVELOPMENTS, MARK
WOJCIECH BISKUPSKI, and MARZANNA
BISKUPSKI, and the ATTORNEY GERNERAL
IN THE PROVINCE OF BRITISH COLUMBIA**

DEFENDANTS

**CERTIFICATE OF PENDING
LITIGATION**

ROSBOROUGH & COMPANY

Barristers and Solicitors
33832 South Fraser Way
Abbotsford, B.C. V2S 2C5

Telephone: 859-7171 Vancouver Line: 857-2373

Facsimile: 853-8635

WRN:sjp

99-1143

BN206162.

ORIGINAL FILED JULY 28, 1999, AMENDED THIS 29TH DAY OF JULY, 1999
NEW WESTMINSTER AMENDED PURSUANT TO SUPREME COURT RULE 24(1)(a).

JUL 30 1999

No. S054982
New Westminster Registry

CIVIL REGISTRY
IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

WILBERT KENNEDY

PLAINTIFF

AND:

JOHN DOE, ROBIN CAMERON, WEST COAST REALTY LTD.,
RICHARD STASZKOW, HOMELIFE BAY CITY REALTY INC.,
LADNER DOWNS sued as a firm, NOORT DEVELOPMENTS,
MARK WOJCIECH BISKUPSKI, and MARZANNA BISKUPSKI,
and the ATTORNEY GENERAL IN THE PROVINCE OF BRITISH
COLUMBIA

DEFENDANTS

AMENDED STATEMENT OF CLAIM

1. The Plaintiff is retired and lives at 1204 Yew Street, Bellingham, Washington, U.S.A.
2. The Defendant, John Doe's occupation and address is unknown.

(the "Imposter")
3. The Defendant, Robin Cameron, is a real estate agent employed by West Coast Realty Ltd. carrying on business as Sutton Group-West Coast Realty, whose address is #102-145 West 15th Street, North Vancouver, British Columbia.

("Ms. Cameron")
4. The Defendant, West Coast Realty Ltd. carries on business as Sutton Group-West Coast Realty and operates a real estate agency with its registered and records office located at Suite 450-688 West Hastings Street, Vancouver, British Columbia.

("Sutton Group")

5. The Defendant, Richard Staszko, is a real estate agent employed by Homelife Bay City Realty Inc., whose address is #10 - 1199, Lynn Valley Road, North Vancouver, British Columbia.

("Mr. Staszko")
6. The Defendant, Homelife Bay City Realty Inc., is a real estate agency carrying on business operations at #10-1199 Lynn Valley Road, North Vancouver, British Columbia.

("Homelife")
7. The Defendant, Noort Developments, is a partnership made up of Fernco Development Ltd., Norco Development Ltd., and Lenco Development Ltd., whose business activities include inter alia, residential land development and construction and whose address is #1800 - 400 Burrard Street, Vancouver, British Columbia.

("Noort Developments")
8. The Defendant, Ladner Downs, is a law firm whose address is 1200, Waterfront Centre, 200 Burrard Street, Vancouver, British Columbia.
9. The Defendant, Mark Biskupski, is a nursing aide whose address is 1748 Deep Cove Road, North Vancouver, British Columbia.
10. The Defendant, Marzanna Biskupski is a teacher whose address is 1748 Deep Cove Road, North Vancouver, British Columbia.

(Mark Biskupski and Marzanna Biskupski hereinafter referred to as the "Biskupskis")
11. On November 3, 1987, and at all material times thereafter, the Plaintiff was the registered owner of a bare residential lot located in the City of North Vancouver, Province of British Columbia which is more particularly known and described as:

PID: 008-725-390
Lot 11, District Lots 543 & 575
Plan 18033

(the "Property")
12. In or about the month of November, 1998, the Imposter, on his own or otherwise embarked on a criminal scheme to fraudulently deprive the Plaintiff of the Property and any benefits arising therefrom (the "Scheme").

13. At no time did the Plaintiff consent to the actions of the Defendants set out herein and in particular the Scheme, and at no time material to this action did the Plaintiff have any knowledge of the activities of the Defendants set out herein and in particular the Scheme.
14. In furtherance of the Scheme, the Imposter posed as the Plaintiff and fraudulently represented himself to be the Plaintiff for the purposes of entering into a written listing agreement listing the Property for sale with Ms. Cameron and Sutton Group (the "Listing Agreement") to wit the Imposter signed the Listing Agreement by subscribing the Plaintiff's name.
15. In furtherance of the Listing Agreement, Ms. Cameron and Sutton Group marketed the Property for sale.
16. Thereafter and on or about December 10, 1998, Noort Developments as purchaser made a written offer to purchase the Property for \$220,000.00 and otherwise on terms and conditions set out in an interim agreement which the Imposter agreed to by subscribing the Plaintiff's name as Vendor (the "Interim Agreement").
17. The Plaintiff says that Ms. Cameron and Sutton Group were an effective cause in bringing about the Interim Agreement.
18. Pursuant to the Interim Agreement, Noort Developments paid a deposit on the Property in the amount of \$20,000.00. (the "Deposit").
19. Upon the execution of the Interim Agreement, the Imposter posed as the Plaintiff and fraudulently represented himself to be the Plaintiff for the purposes of retaining Ladner Downs to act as legal counsel on the conveyance of the Property to wit the Imposter did retain Ladner Downs to act as legal counsel to convey the Property (the "Retainer").
20. In or about the last week of December 1998, and prior to the conveyance of the Property, Noort Developments entered into an agreement with the Biskupskis which included inter alia:
 - (a) an agreement to assign Noort Development's interest in the Interim Agreement to the Biskupskis;
 - (b) an agreement to provide the Biskupskis good and marketable title to the Property by having the Vendor as Transferor execute a Form A Transfer to the Biskupskis as Transferees (the "Transfer");
 - (c) an agreement to finance the Biskupskis' purchase of the Property;
 - (d) an agreement to finance the construction of a house for the Biskupskis on the Property; and
 - (e) an agreement to build the Biskupskis a house on the Property.

(the "Biskupskis' Contract")

21. In furtherance of the Biskupskis' Contract, the Biskupskis granted Noort Developments a mortgage in the Property (the "Mortgage") to be filed concurrently with the Transfer.
22. On or about December 29, 1998, the Imposter attended Ladner Downs' law offices for the purpose of signing the requisite conveyancing documents for the Property and in fact did sign these same documents subscribing the Plaintiff's name to each and every document with the exception of the Transfer. The Imposter took the Transfer and left the law offices of Ladner Downs and thereafter fraudulently subscribed the Plaintiff's name on the Transfer as Transferor or alternatively directed or permitted some other person to fraudulently subscribe the Plaintiff's name on the Transfer as Transferor. Furthermore, the Imposter fraudulently subscribed the name of Virginia Lange as the witnessing officer on the Transfer and fraudulently impressed the Transfer with a Notary Stamp. Alternatively, the Imposter directed or permitted some other person to fraudulently subscribe the name of Virginia Lange as witnessing officer on the Transfer or permitted some other person to fraudulently impress the Transfer with a Notary Stamp.
23. Thereafter, the Imposter returned the Transfer to Ladner Downs who in turn sent the Transfer for filing and registration to the New Westminster/Vancouver Land Title Office and on January 6, 1999, the New Westminster/Vancouver Land Title Office registered the Transfer and subsequently registered the Mortgage ("Completion").
24. Upon Completion, the Biskupskis commenced the construction of a house on the Property and have effected improvements to the Property.
25. Upon Completion, Ladner Downs charged out of the proceeds of sale from the Property, those monies owing under their Retainer including but not limited to fees, disbursements and taxes.
26. Upon Completion, Ms. Cameron and or Sutton Group received out of the proceeds of sale from the Property, the commission owing under the Listing Agreement and in the amount of \$5,724.50 inclusive of GST.
27. Upon Completion, Mr. Staszkow and or Homelife received out of the proceeds of sale from the Property, the commission owing under the Listing Agreement and in the amount of \$4,975.50 inclusive of GST.
28. Donald McLellan, legal counsel for Noort Developments continues to retain in trust, monies from the sale of the Property being the difference between the Deposit and the commission fees paid to Ms. Cameron, Sutton Group, Mr. Staszkow and Homelife (the "Hold-Back").
29. The Plaintiff says that as the owner of the Property, Ms. Cameron and Sutton Group owed the Plaintiff a fiduciary duty, to exercise all the reasonable care, skill, diligence and competence of a Real Estate Agent and Real Estate Agency both when contemplating the Listing Agreement and thereafter upon entering the Listing Agreement.

30. The Plaintiff says that the identity of the person who signs as Vendor under an interim agreement is a material fact and that Ms. Cameron and Sutton Group had an obligation to both verify and know whether their principal and an eventual signatory under the Interim Agreement was Wilbert Kennedy. To wit, the Plaintiff says that Ms. Cameron and Sutton Group negligently failed to verify the identity of their contemplated principal in advance of the Listing Agreement and thereafter in advance of and upon the execution of the Interim Agreement.
31. Furthermore, the Plaintiff says that Ms. Cameron and Sutton Group breached their duty of care to the Plaintiff by negligently entering into the Listing Agreement and negligently procuring the sale of the Property.
32. Particulars of Ms. Cameron's and Sutton Group's negligence and breach of fiduciary duty are as follows:
 - (a) At no time did Ms. Cameron nor anyone at Sutton Group have a face to face meeting with the Imposter in anticipation of the Listing Agreement or upon the execution of the Listing Agreement;
 - (b) At no time did Ms. Cameron nor anyone at Sutton Group have a face to face meeting with the Imposter in anticipation of the Interim Agreement or otherwise;
 - (c) At no time did Ms. Cameron nor anyone at Sutton Group make a reasonable attempt to verify the Imposter's identity and or corroborate the Imposter's fraudulent misrepresentation that he was Wilbert Kennedy; and
 - (d) Ms. Cameron and Sutton Group agreed with the Imposter to list and sell the Property far below fair market value where in the above circumstances, a reasonable Real Estate Agent would have made further inquiries into the propriety of the Listing Agreement and specifically the identity of the Imposter.
33. Furthermore, the Plaintiff says that the Biskupskis' Contract is void in its entirety as Noort Developments breached a fundamental term in the Biskupskis' Contract by failing to assign any interest in the Interim Agreement to the Biskupskis.
34. In addition or in the alternative, the Plaintiff says that the Biskupskis' Contract is void in its entirety as Noort Developments agreed to provide the Biskupskis good and marketable title to the Property which Noort Developments breached by innocently or otherwise procuring a fraudulent Transfer for registration.
35. In addition or in the further alternative, the Plaintiff says that Noort Developments innocently or otherwise assigned a void Interim Agreement and innocently or otherwise procured a void Transfer for registration and as a consequence, fundamentally breached the Biskupskis' Contract and have provided a complete absence of consideration for the Biskupskis' Contract.

36. In addition or in the further alternative, the Plaintiff says that the Biskupskis' Contract was entered into under a mutual mistake wherein both parties wrongly believed that Noort Developments had an interest to assign under the Interim Agreement.
37. In addition or in the further alternative, the Plaintiff says that the Biskupskis' Contract was entered into under a mutual mistake wherein both parties wrongly believed that Noort Developments could procure a registrable Transfer to the Property providing both good and marketable title to the Biskupskis.

The Plaintiff claims against the Imposter as follows:

- (a) Damages;
- (b) Punitive Damages;
- (c) Aggravated Damages;
- (d) Court Ordered Interest; and
- (e) Costs.

The Plaintiff claims against the Biskupskis as follows:

- (a) A declaration that the assignment of the Interim Agreement is void;
- (b) A declaration that the Transfer is void;
- (c) An Order that the Biskupskis be ejected from the Property;
- (d) A declaration that the Plaintiff is the fee simple owner of the Property;
- (e) An Order that Title to the Property vest in the name of Wilbert Kennedy, free and clear of all encumbrances including the mortgage registered under BM355493 and subject only to the reservations, provisos, exceptions and conditions in the original grant thereof from the Crown;
- (f) A Certificate of Pending Litigation against the Property;
- (g) Costs; and
- (h) Such further and other relief as to this Honourable Court may deem meet and just.

The Plaintiff claims against Noort Developments as follows:

- (a) A declaration that the Interim Agreement is void;
- (b) A declaration that Noort Developments breached the Biskupskis' Contract by failing to assign to the Biskupskis an interest in the Interim Agreement;
- (c) A declaration that Noort Developments breached the Biskupskis' Contract by procuring the Transfer which did not provide good and marketable title to the Property;
- (d) A declaration that Noort Developments fundamentally breached the Biskupskis' Contract and have provided a complete absence of consideration;
- (e) A declaration rescinding the Biskupskis' Contract;
- (f) A declaration that the Biskupskis' Contract is void;
- (g) A declaration that the Mortgage is void;
- (h) An Order discharging from title to the Property, that mortgage registered against the Property under BM355493;
- (i) Costs; and
- (j) Such further and other relief as this Honourable Court may deem meet and just.

The Plaintiff claims against Ladner Downs as follows:

- (a) A declaration that the Retainer is void;
- (b) Damages for those monies paid to Ladner Downes pursuant to the Retainer from the sale proceeds of the Property;
- (c) Court Order Interest;
- (d) Costs; and
- (e) Such further and other relief as this Honourable Court may deem meet and just.

The Plaintiff claims against Ms. Cameron and Sutton Group as follows:

- (a) A declaration that the Listing Agreement is void;
- (b) Damages for negligently failing to verify the identify of the principal under the Listing Agreement and breach of fiduciary duty to the Plaintiff;
- (c) Damages for those monies derived from the proceeds of sale of the Property and paid to Ms. Cameron and or Sutton Group pursuant to the Listing Agreement;
- (d) Court Ordered Interest;
- (e) Costs; and
- (f) Such further and other relief as this Honourable Court may deem meet and just.

The Plaintiff claims against Mr. Staszko and Homelife as follows:

- (a) A declaration that the Listing Agreement is void;
- (b) Damages for those monies derived from the proceeds of sale of the Property and paid to Mr. Staszko and Homelife pursuant to the Listing Agreement;
- (c) Court Ordered Interest;
- (d) Costs; and
- (e) Such further and other relief as this Honourable Court may deem meet and just.

The Plaintiff seeks a declaration that the Plaintiff is entitled to the Hold-Back together with accrued interest.

The Plaintiff seeks an Order that Donald McLellan pay over to the Plaintiff the Hold-Back together with accrued interest.

The Plaintiff seeks an Order that the Registrar of Titles at the New Westminster/Vancouver Land Title Office give effect to the terms of this Order through registration.

The Plaintiff claims against the Attorney General in the Province of British Columbia as follows:

- (a) A declaration that the Imposter can not be found;
- (b) Unrecovered damages including interest against any and all named Defendants payable out of the Assurance Fund;
- (c) Unrecovered costs against any and all named Defendants payable out of the Assurance Fund; and
- (d) Such further and other relief as this Honourable Court may deem meet and just.

PLACE OF TRIAL: NEW WESTMINSTER, BRITISH COLUMBIA

Dated: July 27, 1999


Solicitor for the Plaintiff

This Statement of Claim is filed by Wayne R. Neufeld of the law firm of Rosborough & Company, solicitors for the Plaintiff, whose office is located at #201-33832 South Fraser Way, Abbotsford, British Columbia, V2S 2C5. Telephone (604)859-7171 Fax (604)853-8635

No.S054982
New Westminster Registry

IN THE SUPREME COURT OF BRITISH
COLUMBIA

BETWEEN:

WILBERT KENNEDY

PLAINTIFF

AND:

**JOHN DOE, ROBIN CAMERON, WEST
COAST REALTY LTD., RICHARD
STASZKOW, HOMELIFE BAY CITY
REALTY INC., LADNER DOWNS sued as a
firm, NOORT DEVELOPMENTS, MARK
WOJCIECH BISKUPSKI, and MARZANNA
BISKUPSKI, and the ATTORNEY GERNERAL
IN THE PROVINCE OF BRITISH COLUMBIA**

DEFENDANTS

**AMENDED
WRIT OF SUMMONS AND
STATEMENT OF CLAIM**

ROSBOROUGH & COMPANY

Barristers and Solicitors
33832 South Fraser Way
Abbotsford, B.C. V2S 2C5
Telephone: 859-7171 Vancouver Line: 857-2373
Facsimile: 853-8635

WRN:sjp

99-1143

LAND TITLE OFFICE: Lower Main
REQUESTOR: COUNTER #2

TITLE NO: BM355492

VANCOUVER

PAGE 1
12:14 1999-08-26
Page 13

TITLE NO: BM355492
FROM TITLE NO: H4674

APPLICATION FOR REGISTRATION RECEIVED ON: 31 DECEMBER, 1998
ENTERED: 06 JANUARY, 1999

REGISTERED OWNER IN FEE SIMPLE:
MARK WOJCIECH BISKUPSKI, NURSING AIDE
MARZANNA BISKUPSKI, ECE TEACHER
1748 DEEP COVE ROAD
NORTH VANCOUVER, BC
V7G 1S5
AS JOINT TENANTS

TAXATION AUTHORITY:
MUNICIPALITY OF NORTH VANCOUVER

DESCRIPTION OF LAND:
PARCEL IDENTIFIER: 008-725-390
LOT 11 DISTRICT LOTS 543 AND 575 PLAN 18033

LEGAL NOTATIONS: NONE

CHARGES, LIENS AND INTERESTS:
NATURE OF CHARGE
CHARGE NUMBER DATE TIME

MORTGAGE
BM355493 1998-12-31 11:29
REGISTERED OWNER OF CHARGE
FERNCO DEVELOPMENT LTD.
INCORPORATION NO. 101530
AS TO AN UNDIVIDED 1/3 INTEREST
BM355493
NORCO DEVELOPMENT LTD.
INCORPORATION NO. 101717
AS TO AN UNDIVIDED 1/3 INTEREST
BM355493
LENCO DEVELOPMENT LTD.
INCORPORATION NO. 101531
AS TO AN UNDIVIDED 1/3 INTEREST
BM355493

CAVEAT
BN151261 1999-06-14 13:01
REGISTERED OWNER OF CHARGE
WILBERT KENNEDY
BN151261

CLAIM OF BUILDERS LIEN
BN175879 1999-07-06 09:11
REGISTERED OWNER OF CHARGE
NOORT DEVELOPMENTS
A PARTNERSHIP
BN175879

CERTIFICATE OF PENDING LITIGATION
BN206162 1999-07-30 15:33
REGISTERED OWNER OF CHARGE

CONTINUED ON PAGE 2

LAND TITLE OFFICE: Lower Main
REQUESTOR: COUNTER #2

TITLE NO: BM355492

VANCOUVER

PAGE 2
12:14 188918-26
Page 14

WILBERT KENNEDY
BN206162

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

*** CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN ***

LAND TITLE OFFICE: Lower Main
REQUESTOR: COUNTER #2

PAGE 1
10:05 Page 15-23

TITLE NO: BM355492

VANCOUVER

TITLE NO: BM355492
FROM TITLE NO: H4674

APPLICATION FOR REGISTRATION RECEIVED ON: 31 DECEMBER, 1998
ENTERED: 06 JANUARY, 1999

REGISTERED OWNER IN FEE SIMPLE:
MARK WOJCIECH BISKUPSKI, NURSING AIDE
MARZANNA BISKUPSKI, ECE TEACHER
1748 DEEP COVE ROAD
NORTH VANCOUVER, BC
V7G 1S5
AS JOINT TENANTS

TAXATION AUTHORITY:
MUNICIPALITY OF NORTH VANCOUVER

DESCRIPTION OF LAND:
PARCEL IDENTIFIER: 008-725-390
LOT 11 DISTRICT LOTS 543 AND 575 PLAN 18033

LEGAL NOTATIONS: NONE

CHARGES, LIENS AND INTERESTS:
NATURE OF CHARGE
CHARGE NUMBER DATE TIME

MORTGAGE
BP142437 2000-06-20 14:19
REGISTERED OWNER OF CHARGE
HSBC BANK CANADA
BP142437

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

*** CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN ***

LAND TITLE OFFICE: Lower Main
REQUESTOR: COUNTER #2

TITLE NO: BM355492

VANCOUVER

PAGE 2
10:08 2001-05-23
Page 16

WILBERT KENNEDY
BN206162

MORTGAGE

BP142437 2000-06-20 14:19
REGISTERED OWNER OF CHARGE
HSBC BANK CANADA
BP142437

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

TRANSFERS: NONE

CORRECTIONS: NONE

PENDING APPLICATIONS: NONE

98 DEC 31 11 29

BM355492

LAND TITLE ACT
FORM A

(Section 181(1))

PROVINCE OF
BRITISH COLUMBIA
FREEHOLD TRANSFER

LAND TITLE OFFICE
41 WEST BAYVIEW AVENUE
VANCOUVER, B.C.

(This area for Land Title Office use) Page 1 of 1 page

1. APPLICATION: (Name, address, phone number and signature of applicant's solicitor or agent)
~~DONALD D. MCLELLAN, Barrister and Solicitor~~
~~#370-550 6th Street, New Westminister~~
~~V3L 3B7 Phone No. 526-1805~~ **ADDILL HUNTER TURNER** *S. Seal*
BARRISTERS & SOLICITORS **Solicitor/Agent**
#300 - 1401 LONSDALE AVE **Client No. 010646**
NORTH VANCOUVER, B.C.
2. (a) PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND (PID) (LEGAL DESCRIPTION)
V7A 2Y9 986-4368
008-725-390 Lot 11 District Lots 543 and 575
Plan 18033
- (b) MARKET VALUE: \$220,000.00 13 98/12/31 11:26:43 01 NW 117071
FEE SIMPLE \$55.00
3. CONSIDERATION: \$220,000.00
4. TRANSFEROR(S):*
WILBERT OWEN KENNEDY
5. FREEHOLD ESTATE TRANSFERRED:*
FEE SIMPLE
6. TRANSFEEE(S): (Including occupation(s), postal address(es) and postal code(s))*
MARK WOJCIECH BISKUPSKI, Nursing Aide, and
MARZANNA BISKUPSKI, ECE Teacher, both of 1748 Deep Cove Road,
North Vancouver, B.C. V7G 1S5 as "JOINT TENANTS"
7. EXECUTION(S):** The transferor(s) accept(s) the above consideration and understand(s) that this instrument operates to transfer the freehold estate in the land described above to the transferee(s).

OFFICER SIGNATURE(S)

EXECUTION DATE

TRANSFEROR(S) SIGNATURE(S)

Virginia Lange

Y	M	D
98	12	29

Wilbert Owen Kennedy

VIRGINIA LANGE

Notary Public
#206-3650 Mount
Seymour Parkway
North Vancouver, B.C. V7H 2Y5

Wilbert Owen Kennedy

OFFICER CERTIFICATION: I, the undersigned, being a duly qualified Notary Public for the Province of 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.
Tel: (604) 924-0099

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D. (to/takenn)

END OF DOCUMENT

AGENTIS INFORMATION
SERVICES INC. 6

1/2

5. To oneself

- (1) A lawyer should assist in maintaining the honour and integrity of the legal profession, should expose without fear or favour before the proper tribunals, unprofessional or dishonest conduct by any other lawyer and should accept without hesitation a retainer against any lawyer who is alleged to have wronged the client.
- (2) It is the duty of every lawyer to guard the Bar against the admission to the profession of any candidate whose moral character or education renders that person unfit for admission.
- (3) A lawyer should make legal services available to the public in an efficient and convenient manner that will command respect and confidence. A lawyer's best advertisement is the establishment of a well-merited reputation for competence and trustworthiness.
- (4) No client is entitled to receive, nor should any lawyer render any service or advice involving disloyalty to the state, or disrespect for the judicial office, or the corruption of any persons exercising a public or private trust, or deception or betrayal of the public.
- (5) A lawyer should recognize that the oaths taken upon admission to the Bar are solemn undertakings to be strictly observed.
- (6) All lawyers should bear in mind that they can maintain the high traditions of the profession by steadfastly adhering to the time-honoured virtues of probity, integrity, honesty and dignity.

From: UBCLaw Alumni [mailto:alumni@law.ubc.ca]
Sent: Friday, January 11, 2008 2:29 PM
To: tina zanetti
Subject: RE: Class of 1980-1981

Hi Tina,

In the early years of the law school, the sections or "small groups" that students were divided into were more pronounced and they took many classes with each other. I am positive that by 1980, this practice was in decline and 1980 was one cohesive graduating class. Regardless of whether section enrollment was heavy at the time, everyone would have known each other and graduated as one cohesive body. I probably made things unnecessarily complicated. Suffice it to say that yes, they graduated from the same class. Ignore all notes on sections.

Chris

Christopher Trueman
Alumni Coordinator
Faculty of Law, University of British Columbia
alumni@law.ubc.ca
604.827.3612

From: tina zanetti [mailto:tinaz@shaw.ca]
Sent: Friday, January 11, 2008 2:27 PM
To: UBCLaw Alumni
Subject: RE: Class of 1980-1981

Hi Chris,

Do you mean that members of a class are divided in two groups?

How many was there in graduating class of 1980?

Tina

From: UBCLaw Alumni [mailto:alumni@law.ubc.ca]
Sent: Friday, January 11, 2008 2:06 PM
To: tina zanetti
Subject: RE: Class of 1980-1981

Hi Tina,

Justice Bernard and Keith Oliver were both members of the LL.B. graduating class of 1980. If you were seeking further details, as to whether they were in the same section in early years, it would prove to be a more difficult request. I hope this helps.

Regards,
Chris

edge, his generous mentoring of young counsel, his joyful sense of humour, his genuine thoughtfulness toward office staff. He was the kind who would always enter the office hockey pool, although apparently never lucky enough to win. He would always eat lunch with his colleagues—giving rise to stories about his appalling yet unchanging taste in sandwiches. But the true function and effect of those lunches was to build long and deep friendships as well as a fund of Ehrcke stories on almost any topic. He is famous in that lunchroom for his encyclopedic knowledge of subjects outside the law, and indeed outside the common experience of most of the rest of us. A colleague comments, "When Bill says a proper name for something, you never know if he's referring to a recent Supreme Court of Canada case or the most recent Norwegian independent film playing at the Cinemateque."

I reserve to the end of this note the truly important people—Bill's family. They are his daughter, Tara, and her partner, Patrick; his granddaughter, Samantha; and most of all his partner since the early 1980s, Donna. Donna teaches theatre with great skill and enthusiasm at Magee Secondary School, and it is a nice commentary on Bill's life to know that he and Donna met when they were both taking part in a production of *Brigadoon* by the Greater Vancouver Operatic Society. Donna, ever the theatrical critic, recalls the performance itself with some chagrin; but her own performance clearly shone, as she has been central to Bill's life ever since.

Bill has been one of British Columbia's finest appellate barristers, and those who have been lucky enough to have worked with him are convinced that he will make an equally impressive mark as a judge. We will miss him, but we wish him great success and satisfaction in his new career.



The Honourable Mr. Justice Lance W. Bernard

What can one say about a man who is frequently mistaken for Harrison Ford? A man who, as his law school civil lit prof observed, has a name "right out of a Harlequin romance"? A man who has had a stellar career as a Crown counsel, prosecuting some of the highest-profile cases in recent history, and who has held a variety of challenging posts for the Crown? A man of whom his

harshest critics can only say: "He's allergic to cats"?

On August 21, 2003, in New Westminster, Lance W. Bernard was sworn in as a justice of the Supreme Court of British Columbia. Lance is one of those rare individuals who can claim to be an original inhabitant of Vancouver; he was born

here 48 years ago and has lived in the city even since, graduating from Eric Hamber High School and the UBC Faculties of Commerce and Law. He articulated with McFarlane, Pearkes & Co., was called to the bar in 1981 and immediately afterward joined the Crown, where he remained until his appointment.

One of Lance's finest attributes is his ability to maintain a sense of balance and perspective. His highly pragmatic approach was evident early on, in law school, when he carefully analyzed the amount of time and effort required to crack the top 10 list and concluded that it was just not worth the sacrifice. Instead, he opted for a balanced life and maintained respectable marks while enjoying an active and eclectic social life. When not in classes or in the library, he often could be found at an art gallery, at a theatrical or musical event, playing squash or with a bag of Lee's chocolates in hand, window shopping and grazing his way up and down 10th Avenue.

During university, in the summers, Lance worked as a Gray Line bus driver. He is probably the only person who, having missed the Horseshoe Bay exit, successfully made a U-turn in a passenger bus on the Sea-to-Sky Highway. He expanded his geographical knowledge of the province after acquiring the Victoria and Fraser Valley runs, and much to the surprise of regular passengers, took them on routes hitherto unknown to them or the bus company. However, watching the unfamiliar countryside blur past them, his passengers presumed he knew what he was doing and he forged ahead, unchallenged, with his characteristic aplomb and confidence. There may be moments of bus driving *déjà vu* for Lance in the months ahead.

Although Lance held a number of administrative positions at Crown, including Administrative Crown Counsel at Family Court, and Deputy Regional Crown, his great passion is for the courtroom, and it was there he demonstrated his prowess as a trial lawyer. He prosecuted some of British Columbia's most highly publicized and sensitive cases, including the pro-life supporters at the abortion clinics for contempt of court, midwife Gloria Lemay for criminal negligence causing death; the Starbucks case, in which the manager was killed by the husband of a store employee; and one of the longest trials in Canadian history, the prosecutions arising out of the Gustafsen Lake incident.

When analyzing Lance's skill as a litigator, colleagues frequently refer to his ability to hone a case to its bare essentials, deal with matters in a practical, commonsense manner and, although eloquent, to use plain language, free of rhetoric. They also often mention his willingness to provide guidance to others and the generosity with which he made time to listen and advise, despite the challenges of his own workload.

In 1991, when Lance was appointed Deputy Regional Crown Counsel for the Vancouver Region, his open-door policy was at first regarded with some skepticism by those who didn't know him well—but they soon learned that he was always willing to share his wisdom or just have a good laugh. One young prosecutor at the time observed that Lance had a daunting reputation, so she was "somewhat intimidated by this very tall, elegant, immaculately dressed and

groomed man in the large beautifully furnished corner office. But that didn't last long...."

Lance has been described as calm and unflappable, qualities that have made him a highly effective barrister as well as an efficient and approachable administrator. He takes all problems in stride. Soon after he was appointed coordinator of the Gang Prosecution Unit, the neighbours in the house beside him were quizzing him on the dangers of the position and asked him if he wasn't worried about personal safety. He replied that he wasn't in the least bit concerned, since gang members are notoriously poor shots. They usually miss their targets, he said, "and hit the house next door".

Not only has Lance been a mentor to his junior colleagues, he has contributed many hours of his own time to the legal profession. He was a popular guest instructor at PLTC, has participated in numerous CLE courses, was a guest instructor at UBC Faculty of Law and was a member of the advisory committee to the Provincial Judicial Council, recently stepping down after three years as its chair.

Lance took over as Deputy Regional Crown Counsel in charge of 222 Main Street at a troubled time, and in the ensuing two and a half years he has implemented improvements that resulted in greater order and calm, enhanced its efficiency and boosted staff morale. Apart from the significant procedural and substantive changes for which he was responsible, one of his innovations is still talked about with mixed admiration and disbelief. Lance combined his fine eye for decoration and art, and his skill as one who can stretch a dollar to its most elegant end, when he decided to raise morale by improving the drab Main Street offices. In Victoria, on Crown business, he learned of a vast amount of artwork mouldering in the Provincial Archives, and through undisclosed wheeling and dealing, he managed to obtain several of these pieces to hang on the walls at 222 Main. Later, visitors were astonished to find a Gordon Smith painting in the waiting room and a Jack Shadbolt triptych gracing the boardroom.

Lance has an original turn of mind and is well known for his quirky, offbeat sense of humour. He has used this, with great effect, to defuse tension, reduce stress and raise office spirits. At Main Street he issued a directive calling for a quarterly office party and organized the first one, the January Blues Bash, himself. He was a key orchestrator of, and participant in, office celebrations, and starred in numerous skits, most notably the infamous "Full Monty". His favourite cartoon is *The Far Side*, and he has still not recovered from Gary Larson's retirement—although many people suspect that Lance actually *is* Gary Larson.

His creativity and intelligence found scope not only in crafting finely reasoned and well-argued prosecutions but in his personal pursuits. He is an avid and discerning art collector and music lover and has a fine sense of style, both in dress and decor. Over the last few years, Lance has transformed the interior of his house from a very pleasant, albeit ordinary residence, to one of uniqueness, comfort and beauty, all the more remarkable because many of the renovations have been done by Lance himself—though often not without some tribulations. His

musings, just before beginning his most recent (and fraught) project—"How long can it take? How hard can it be?"—might for anyone else have served as an epitaph.

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Invitations to Lance's dinner parties are coveted. A guest is assured an exquisitely prepared meal and dinner companions whose professions and interests span business, the arts, law and academia. And, of course, there is always an abundance of laughter.

Over and above his skill as a lawyer and his cultivation of a myriad of diverse interests, Lance's most admirable quality is his capacity to form deep and enduring friendships. Many of these friendships were established in high school and university days. As he has aged, instead of narrowing his circle of friends, as others tend to do, Lance keeps adding. He knows more people than a politician, and it is rare that one attends a social or cultural event with him where he doesn't run into at least a few friends. And remarkably, many of the people who know him don't consider Lance to be just a friend, but one of their best. It is his consideration for others, his deep loyalty, his discretion, his love of fun and his willingness to make light of his own foibles and occasional gaffes that make people cherish his friendship. In a crisis, his friends know that Lance can always be relied upon to lend help and encouragement.

A fine ability in the law is vital to the making a good judge. However, a sense of humanity, a knowledge of the wider world, an insatiable curiosity and being a good and caring person add immeasurably to the mix. Lance has all of these qualities in abundance, and his friends and colleagues know that he will put them to good use in his new life on the bench. We celebrate his appointment.

New judges.

[Link to this page](#)

The Honourable Judge Peder David Gulbransen

Peder Gulbransen was appointed to the Provincial Court of British Columbia on July 18, 2003. He now sits in Abbotsford, B.C. He was at the time of his appointment Regional Crown Counsel for Fraser Region, a post he had held since 1997.

Peder joins a number of previous New Westminster Regional Crowns appointed to the bench, including Cullen, J., Stewart P.C.J. and Weitzel P.C.J.

Peder spent most of his career with the Crown, following a few years in private practice. He was a member of the Abbotsford Crown office from 1982 to 1987, administrative Crown in Burnaby from 1989 to 1991, deputy regional Crown in New Westminster and finally regional Crown counsel until his appointment in July 2003.

He was born in 1948 in Vancouver and was educated at Simon Fraser University, graduating with a B.A. in 1971, and took his LL.B. at UBC, graduating in 1977.

Prior to his career with the Crown, Peder articulated in Prince George at Wilson King and Company. He was called to the Bar of B.C. in 1978 and practiced as a staff lawyer at the Quesnel Community Law Centre, and later in general legal practice with Bate & Company, also in Quesnel. He joined the Crown Counsel office in 1982.

Peder was married to Holly Williams on his birthday in 1988. They are the proud parents of two children, Monica and Mark.

Peder has a wide variety of interests and is an avid baseball and football fan. His knowledge of the law is legendary within the Crown system. He reads widely and speaks knowledgeably on many topics. He has been known to launch

into a discussion of the life of Francis Bacon and just as readily switch to the history of an obscure semi-professional baseball team from the 1960s.

Peder was a great leader in the office and a wonderful boss. You could always count on Peder's support when times got tough, as they do on occasion in the life of a prosecutor. He is best known to his friends and colleagues as a man who sees the best in people. He is refreshingly optimistic by nature, believes in fairness for all and truly does not have a mean bone in his body.

Peder as a lawyer was always willing to help his colleagues with legal questions. It was always easy to ask Peder's advice about a complicated legal matter, and he was invariably correct when giving an off-the-top-of-his-head opinion on the law.

As regional Crown counsel, Peder was the ultimate recipient of complaints from members of the public or police. Sometimes, complaints concerned charge approval decisions or the conduct of an individual prosecutor. There would usually be no warning when a complaint call would come in. More than once when the phone rang, Peder would mutter to himself, "Please let it be somebody nice." At least now the complaint line has gone silent for Peder. It is doubtful that he will miss that aspect of his former job.

Although Peder spent a lot of his time in administrative work, he always managed to make the time to take on high-profile and difficult trials. He was a complete barrister and true gentleman at the bar.

Peder has the gift of being both an intellectual and a pragmatist. He is possessed of a great sense of humour, something that is very helpful in the life of a prosecutor and a judge. He is compassionate and unfailingly patient. Peder has demonstrated an ability to give the benefit of the doubt to his fellow man. He listens carefully to people and is unafraid to make difficult decisions, and therefore possesses the right stuff for his new job.

A senior judge at a dinner given in honour of Peder opined that Peder would one day be elevated to the Court of Appeal. While a spot on that court may come his way one day, there can be no doubt that Peder will be a great trial judge. The public is fortunate to have Peder sitting for now, at least, in the Provincial Court of British Columbia. He will be greatly missed by his former colleagues.

The Honourable Judge Kenneth D. Skilnick

Although Ken Skilnick has been assigned to sit as a Provincial Court judge in Prince George, he was given a rousing sendoff by his former colleagues in Abbotsford in March of this year.

Ken was born on October 3, 1956, in Yorkton, Saskatchewan, a town best known for its proximity to Manitoba. Ken was one of 10 children. The saints figured significantly in his early education. He attended primary school at St. Alphonsus School (motto: "Open bands, caring hearts") and secondary school at St. Joseph's College (which closed following Ken's graduation in 1973 and only reopened some years later, after the Brothers were assured that Ken had left town for good). While at school, Ken played football, baseball and hockey, but was particularly adept at the latter.

Ken attended pre-law at the University of Saskatchewan and enrolled in law school at that same institution in 1976. He had written the LSAT on a bet with a friend (lowest scorer bought the winner a "40"). In 1979, he left the U of S with a trophy naming him law school athlete of the year and an LL.B. signed by John Diefenbaker, then chancellor.

Ken articulated with Paul Hleck, Q.C., in Regina and then joined Lane and Whitmore, which became Whitmore and Company when Lane went on to serve as attorney general for Saskatchewan. Ken served as chief of staff for the Honourable Eric Bertsens, deputy premier, in 1988-89 and later returned to private practice with the firm of Skilnick and Shanks until 1993.

In 1993, Ken moved from Saskatchewan to B.C. to start work as a criminal defence lawyer at Abbotsford Community Legal Services (as it then was, and, sadly, is no more). Under Ken's leadership, this "public defender" pilot project soon set the standard for what was to become the legal aid staff lawyer model. Ken had a prodigious appetite for hard work, as well as for chocolate and ice cream (which he was known to consume a quart at a time). Despite a heavy case load,

his trial preparation was always thorough and meticulously researched, whether he was defending a charge of murder or mischief. In 1998, Ken took a six-month leave to become managing lawyer of the Legal Services Society's legal aid clinic in Gastown. He then returned to Abbotsford, having developed a preference for life in the trenches in a smaller community.

Following the closure of Abbotsford Community Legal Services in August 2002, Ken took a position as Crown counsel in Chilliwack, until his appointment in March 2003.

The Lower Mainland climate encouraged Ken to pursue his athletic abilities, ranging from coaching baseball and hockey to playing squash and competing in marathons. He has completed 14 marathons, which suggests an independence of spirit and a profound wish, occasionally, to be alone.

Ken was also active in a number of community and professional organizations. He was founding president of the Fraser Valley Criminal Justice subsection of the Canadian Bar Association, a member of a number of local community boards and area volunteer for the Lawyers Assistance Program. Somehow, he also found time to write research papers of topical interest and contributed to bar course materials prepared by the Continuing Legal Education Society. His record of public and professional service suggests a willingness to help, a regard for his fellows, a significant depth of professional experience and a surplus of energy, all of which bode well for the work ahead.

His colleagues in legal aid will also remember him for his sense of humour, his repertoire of songs (mainly the "lounge lizard" variety) and his eclectic taste in ties.

Ken says that the Prince George folk have gone out of their way to make him feel welcome in their community. He is grateful for the opportunity to serve in what he calls the most beautiful courthouse in B.C., although we hear he also does his share of travelling to sit in places like Fort St. John, Dawson Creek, Fort St. James, Chetwynd and Quesnel.

Ken's appointment is well deserved.

The Honourable Mr. Justice William Frederick Ehrcke

The Honourable William Frederick Ehrcke was appointed to the B.C. Supreme Court on October 30, 2003.

Bill was born in 1946 in Albany, New York, and grew up in what he has described as a very happy family of six children. He attended the University of Rochester, receiving a B.A. (with highest honours) in 1968. He went on from there to do graduate work in philosophy at the University of Calgary, obtaining his Ph.D. in 1973 on the strength of a dissertation entitled "Theories of Belief". Following the academic track, he first became a visiting assistant professor of philosophy at Erindale College, University of Toronto, and a year later, in 1974, he was tempted west to take a similar position in the Department of Philosophy of the University of Victoria.

It was at that point that one of those life-changing events happened. The University of Victoria, Bill's new employer, decided to open a law school. What it would lack in facilities in those first years, it made up for in the quality and promise of its faculty. UVic appointed the redoubtable Murray Fraser to become the first dean, and Murray in turn proved to be an adept judge of ability and character as he assembled his initial cast. There was a conscious decision, given that there were no upper-year students, to choose new students who were slightly older than average and who could show a bit of accomplishment. Bill was of course an ideal candidate, and when the Faculty of Law opened its doors in September 1975, he was among its first 72 students. Thus began an illustrious legal career.

Bill proved just as able a student of law as he had been of philosophy. He sailed through law school collecting well-deserved scholarships and prizes. But he did not flaunt his abilities. It was a remarkably cohesive and supportive first-year class, and what Bill's fellow students remember today is that Bill was one of the most likable of that friendly group, always as ready as anyone to join in the fun, to help the puzzled, to be a positive part of the joint venture.

On graduation in 1978 he went on to clerk at the B.C. Court of Appeal. He began as clerk to Mr. Justice McIntyre, and moved on to serve Lambert and Aikins J.J.A. after Mr. Justice McIntyre was elevated to the Supreme Court of Canada. Bill then joined the Vancouver firm then known as Shrum, Liddle & Heberton, where he worked principally in

commercial law with Mitch Gropper, Q.C., and others.

In 1981, Bill made the second great career decision of his life when he decided to join the B.C. Crown. He started, as so many have before and since, at the "boot camp" of 222 Main St. A visitor in that year would have been amused by the extent to which it seemed to be a graduate school for UVic law students. Fellow classmates Kevin Gillett, Cynthia Fulton, and Marion and Glen Paruk were all beginning Crowns at much the same time.

Most young Crowns do a few years, and then are tempted away into private practice. Bill, however, never left. Instead, he built his career within the service, moving first to the Commercial Crime Unit in 1985 and then into the Criminal Appeals Office in 1987. He has remained in that office ever since, becoming in due course the senior appellate Crown counsel in the province and receiving the well-deserved honour of being appointed a Q.C. in 1998.

If one wants a quick sense of just how active Bill has been in his 16 years as an appellate Crown, one can type his name into the "counsel" field in QuickLaw's BCJ database. That exercise will produce almost 600 "hits". A similar test in the SCC database shows that he has been counsel in nearly 40 full appeals at the Supreme Court of Canada. The list includes some very significant cases--such as Smith (1989) on the right to counsel, Shropshire (1995) on the standard of review in sentence appeals, Robinson (1996) and Seymour (1996) on the effect of intoxication on specific intent in murder cases, Stillman (1997) on conscriptive evidence, Feeney (1997) on the warrantless search of a residence, and a great many others. It is no exaggeration to say that Bill has been centrally involved in the remaking of Canadian criminal law in the age of the Charter. His arguments have not always succeeded, but there is little doubt that they have always been influential.

Bill has also done more than his share of contributing to the profession. He has presented courses for CLE on aspects of criminal law; on the Charter and on advocacy. He has been a guest lecturer in criminal law and constitutional law at both UVic and UBC. He has served as a volunteer member on a number of committees of the Law Society of B.C. and the Canadian Bar Association. He has had half a dozen articles published in the Advocate, and for many years he has contributed to the Annual Review of Law and Practice and the British Columbia Annual Criminal Practice volumes.

Yet all of the above speaks only about the public man. His more private side is, for those who have known him and worked with him closely, every bit as important. It is now widely known--since Bill's welcoming ceremony at the court--that he has a keen interest in (and a huge knowledge of) early traditional blues. For many years he has been a volunteer radio host on Vancouver Co-op Radio (FM 102.7), where one has been able to tune in on a Friday afternoon and hear scratchy 78 rpm recordings by long-dead singers whose names are known only to the most serious blues historians.

At work, he has inspired love as much as admiration. His co-workers in the Crown office are quite likely to talk first about his willingness to share his knowledge, his generous mentoring of young counsel, his joyful sense of humour, his genuine thoughtfulness toward office staff. He was the kind who would always enter the office hockey pool, although apparently never lucky enough to win. He would always eat lunch with his colleagues--giving rise to stories about his appalling yet unchanging taste in sandwiches. But the true function and effect of those lunches was to build long and deep friendships as well as a fund of Ehrcke stories on almost any topic. He is famous in that lunchroom for his encyclopedic knowledge of subjects outside the law, and indeed outside the common experience of most of the rest of us. A colleague comments, "When Bill says a proper name for something, you never know if he's referring to a recent Supreme Court of Canada case or the most recent Norwegian independent film playing at the Cinemateque."

I reserve to the end of this note the truly important people--Bill's family. They are his daughter, Tara, and her partner, Patrick; his granddaughter, Samantha; and most of all his partner since the early 1980s, Donna. Donna teaches theatre with great skill and enthusiasm at Magee Secondary School, and it is a nice commentary on Bill's life to know that he and Donna met when they were both taking part in a production of Brigadoon by the Greater Vancouver Operatic Society. Donna, ever the theatrical critic, recalls the performance itself with some chagrin; but her own performance clearly shone, as she has been central to Bill's life ever since.

Bill has been one of British Columbia's finest appellate barristers, and those who have been lucky enough to have worked with him are convinced that he will make an equally impressive mark as a judge. We will miss him, but we wish

him great success and satisfaction in his new career.

The Honourable Mr. Justice Lance W. Bernard

What can one say about a man who is frequently mistaken for Harrison Ford? A man who, as his law school civil lit prof observed, has a name "right out of a Harlequin romance"? A man who has had a stellar career as a Crown counsel, prosecuting some of the highest-profile cases in recent history, and who has held a variety of challenging posts for the Crown? A man of whom his harshest critics can only say: "He's allergic to cats"?

On August 21, 2003, in New Westminster, Lance W. Bernard was sworn in as a justice of the Supreme Court of British Columbia. Lance is one of those rare individuals who can claim to be an original inhabitant of Vancouver; he was born here 48 years ago and has lived in the city even since, graduating from Eric Hamber High School and the UBC Faculties of Commerce and Law. He articulated with McFarlane, Pearkes & Co., was called to the bar in 1981 and immediately afterward joined the Crown, where he remained until his appointment.

One of Lance's finest attributes is his ability to maintain a sense of balance and perspective. His highly pragmatic approach was evident early on, in law school, when he carefully analyzed the amount of time and effort required to crack the top 10 list and concluded that it was just not worth the sacrifice. Instead, he opted for a balanced life and maintained respectable marks while enjoying an active and eclectic social life. When not in classes or in the library, he often could be found at an art gallery, at a theatrical or musical event, playing squash or with a bag of Lee's chocolates in hand, window shopping and grazing his way up and down 10th Avenue.

During university, in the summers, Lance worked as a Gray Line bus driver. He is probably the only person who, having missed the Horseshoe Bay exit, successfully made a U-turn in a passenger bus on the Sea-to-Sky Highway. He expanded his geographical knowledge of the province after acquiring the Victoria and Fraser Valley runs, and much to the surprise of regular passengers, took them on routes hitherto unknown to them or the bus company. However, watching the unfamiliar countryside blur past them, his passengers presumed he knew what he was doing and he forged ahead, unchallenged, with his characteristic aplomb and confidence. There may be moments of bus driving *deja vu* for Lance in the months ahead.

Although Lance held a number of administrative positions at Crown, including Administrative Crown Counsel at Family Court, and Deputy Regional Crown, his great passion is for the courtroom, and it was there he demonstrated his prowess as a trial lawyer. He prosecuted some of British Columbia's most highly publicized and sensitive cases, including the pro-life supporters at the abortion clinics for contempt of court, midwife Gloria Lemay for criminal negligence causing death; the Starbucks case, in which the manager was killed by the husband of a store employee; and one of the longest trials in Canadian history, the prosecutions arising out of the Gustafsen Lake incident.

When analyzing Lance's skill as a litigator, colleagues frequently refer to his ability to hone a case to its bare essentials, deal with matters in a practical, commonsense manner and, although eloquent, to use plain language, free of rhetoric. They also often mention his willingness to provide guidance to others and the generosity with which he made time to listen and advise, despite the challenges of his own workload.

In 1991, when Lance was appointed Deputy Regional Crown Counsel for the Vancouver Region, his open-door policy was at first regarded with some skepticism by those who didn't know him well—but they soon learned that he was always willing to share his wisdom or just have a good laugh. One young prosecutor at the time observed that Lance had a daunting reputation, so she was "somewhat intimidated by this very tall, elegant, immaculately dressed and groomed man in the large beautifully furnished corner office. But that didn't last long ..."

Lance has been described as calm and unflappable, qualities that have made him a highly effective barrister as well as an efficient and approachable administrator. He takes all problems in stride. Soon after he was appointed coordinator of the Gang Prosecution Unit, the neighbours in the house beside him were quizzing him on the dangers of the position and asked him if he wasn't worried about personal safety. He replied that he wasn't in the least bit concerned, since gang members are notoriously poor shots. They usually miss their targets, he said, "and hit the house next door".

Not only has Lance been a mentor to his junior colleagues, he has contributed many hours of his own time to the legal profession. He was a popular guest instructor at PLTC, has participated in numerous CLE courses, was a guest instructor at UBC Faculty of Law and was a member of the advisory committee to the Provincial Judicial Council, recently stepping down after three years as its chair.

Lance took over as Deputy Regional Crown Counsel in charge of 222 Main Street at a troubled time, and in the ensuing two and a half years he has implemented improvements that resulted in greater order and calm, enhanced its efficiency and boosted staff morale. Apart from the significant procedural and substantive changes for which he was responsible, one of his innovations is still talked about with mixed admiration and disbelief. Lance combined his fine eye for decoration and art, and his skill as one who can stretch a dollar to its most elegant end, when he decided to raise morale by improving the drab Main Street offices. In Victoria, on Crown business, he learned of a vast amount of artwork mouldering in the Provincial Archives, and through undisclosed wheeling and dealing, he managed to obtain several of these pieces to hang on the walls at 222 Main. Later, visitors were astonished to find a Gordon Smith painting in the waiting room and a Jack Shadbolt triptych gracing the boardroom.

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New judges. - Free Online Library



bench. We celebrate his appointment.

LA 473 LE OFFICE: L.MAINLAND
REQUESTOR: COUNTER #2

PAGE 1
10:55 2007-07-09

TITLE NO: BM167595

NEW WESTMINSTER

CONDOMINIUM ACT (Section 3)

TITLE NO: BM167595
FROM TITLE NO: BH318000

APPLICATION FOR REGISTRATION RECEIVED ON: 15 JUNE, 1998
ENTERED: 17 JUNE, 1998
TITLE CANCELLED: 27 JUNE, 2005

REGISTERED OWNER IN FEE SIMPLE:
HAROLD CECIL GAFFNEY, RETIRED
SHEILA FRANCIS GAFFNEY, O.R. TECHNICIAN
312 - 450 BROMLEY STREET
COQUITLAM, BC
V3K 6S5
AS JOINT TENANTS

TAXATION AUTHORITY:
CITY OF COQUITLAM

DESCRIPTION OF LAND:
PARCEL IDENTIFIER: 015-726-339
STRATA LOT 36 DISTRICT LOT 113 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN
NW3181 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO
THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1

LEGAL NOTATIONS:
THIS TITLE MAY BE AFFECTED BY A PERMIT
UNDER PART 29 OF THE MUNICIPAL ACT.
SEE DF AC228832 (EXPIRES ON N/A)

CHARGES, LIENS AND INTERESTS:
NATURE OF CHARGE
CHARGE NUMBER DATE TIME

COVENANT

AB149009 1988-07-28 14:47
REGISTERED OWNER OF CHARGE
DISTRICT OF COQUITLAM
AB149009
REMARKS: LAND TITLE ACT SECTION 215
INTER ALIA

STATUTORY RIGHT OF WAY

AB203666 1988-10-03 10:14
REGISTERED OWNER OF CHARGE
B.C. GAS INC. INCORPORATION NO 74280 AND
BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
AB203666
REMARKS: ASSIGNMENT OF 338501C REC'D 18/06/1963 @ 15:41
ANCILLARY RIGHTS INTER ALIA

MORTGAGE

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REMARKS: MODIFICATION OF AB203755
INTER ALIA

MORTGAGE

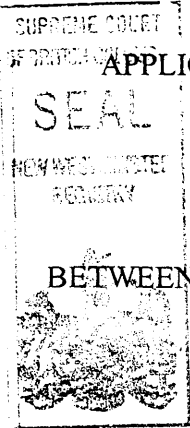
AD262806 1990-11-20 09:24
REMARKS: MODIFICATION OF AD262804 BEING A TRANSFER OF

CONTINUED ON PAGE 2

NO. S102880
NEW WESTMINSTER REGISTRY

IN THE MATTER OF THE PARTITION OF PROPERTY ACT, AND IN THE

APPLICATION BY SHIELA GAFFNEY FOR THE SALE OF #312 - 450 BROMLEY STREET
COQUITLAM, B.C.



IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

SHIELA FRANCES GAFFNEY

PETITIONER

AND:

HAROLD CECIL GAFFNEY

RESPONDENT

ORDER

BEFORE THE HONOURABLE) TUESDAY, THE 22nd DAY
MR. JUSTICE CRAWFORD) OF MAY, 2007

THE PETITION of the Plaintiff and the Application of the Respondent to adjourn the Petition and the Application of the Respondent to Appeal the Adjournalment granted by Master Keighley on the 11th day of April, 2007, setting the hearing of the Petition to the 25th day of April, 2007, having come on before me on the 25th day of April, 2007, and upon the matter coming back before the Court to settle the terms of the Order on the 22nd day of May, 2007, at the City of New Westminster, in the Province of British Columbia, AND UPON HEARING R. KEITH OLIVER, Esq. of counsel for the Petitioner and the Respondent appearing with his Spokesperson Tina Zanetti;

THIS COURT ORDERS;

- 1 The Respondent's motion to adjourn the hearing of the Petition is Dismissed;
- 2 The Respondent's Appeal of the Order of Master Keighley made april 11, 2007, adjourning the hearing of the Petition to April 25th, 2007, is dismissed;
- 3 Partition and Sale of the property located at #312, 450 Bromley Street, in the City of Coquitlam, Province of British Columbia, and more particularly described as:

PID 015-726-339
STRATA LOT 36, DISTRICT LOT 113 GROUP 1, NWD, STRATA PLAN NW3181,


together with an interest in the common property in proportion to the unit entitlement of the Strata Lot.;
- 4 The Petitioner Shiela Frances Gaffney have exclusive conduct of sale of the above described property, such conduct to commence immediately this Order becomes effective, as set out below;
- 5 The operation of this Order will be suspended pending the outcome of the Respondent's application to the court of Appeal, in Court of Appeal file no. CA034717, presently scheduled for hearing June 20th, 2007, and this Order becomes effective immediately upon the outcome of that Appeal being determined in the Petitioner's favour;
- 6 If the Respondent's Appeal is determined in the Respondent's favour, he will have liberty to apply to this Court for a further Order;
- 7 Once marketing of the subject property begins, the Petitioner or the sales agent shall give the Respondent 4 days notice of any showings of the subject property, and all such showings will take place between 10:00 a.m. and 5:00 p.m. Monday to Friday, but no more than three hours at any one time;
- 8 Any offer obtained under the Petitioner's conduct of sale of the subject property is to be approved by this Court;
- 9 The proceeds of sale, after payment of the registered financial charges, taxes and Real Estate Commission, are to be divided, one-half to the Petitioner and one-half to the Respondent;

10 The Petitioner shall have her costs of the above noted orders at scale B, which costs shall be deducted from the Respondent's share of the proceeds of sale;

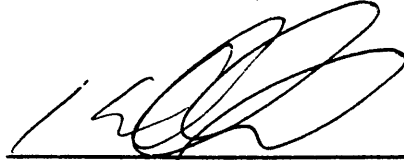
11 There shall be no costs of the Application of May 22nd, 2007;

12 The signature of the Respondent, Harold Cecil Gaffney on this Order shall be dispensed with.

Crawford, J.
BY THE COURT


Registrar

APPROVED AS TO FORM:


R. KEITH OLIVER, ESQ.
Counsel for the Plaintiff

Vol 920 Fol 18
ENTERED
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NEW WESTMINSTER
REGISTRY

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604-628 3835

p.2



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)

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>
<u>Coquitlam</u> PC: <u>V3K 6S5</u>	<u>Coquitlam, BC</u> 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"/> <small>as defined under the <i>Income Tax Act</i>.</small>	OCCUPATION: <u>affidavit of <u>Noella Neale</u></u>

PROPERTY:

312 450 BROMLEY ST
 UNIT NO. _____ ADDRESS OF PROPERTY _____

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

NWS3181 LT 36 DL 113 LD 36 GRP 1
 LEGAL DESCRIPTION

sworn before me at Coquitlam BC
 this 13th day of November A.D. 2007
 A Commissioner for taking Affidavits
 for British Columbia

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 BN 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 _____

LAND TITLE OFFICE: L.MAINLAND
REQUESTOR: COUNTER #2

PAGE 1
13:25 2008-02-05

TITLE NO: CA679701

NEW WESTMINSTER

STRATA PROPERTY ACT (Section 249)

TITLE NO: CA679701
FROM TITLE NO: CA656913

APPLICATION FOR REGISTRATION RECEIVED ON: 18 JANUARY, 2008
ENTERED: 23 JANUARY, 2008

REGISTERED OWNER IN FEE SIMPLE:
BRENT TREMAIN, SPRAY TECHNICIAN
MARIANA OVIEDO OVANDO, RESEARCH ASSISTANT
312 - 450 BROMLEY STREET
COQUITLAM, BC
V3K 6S5
AS JOINT TENANTS

TAXATION AUTHORITY:
CITY OF COQUITLAM

DESCRIPTION OF LAND:
PARCEL IDENTIFIER: 015-726-339
STRATA LOT 36 DISTRICT LOT 113 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN
NW3181 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO
THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1

LEGAL NOTATIONS:
THIS TITLE MAY BE AFFECTED BY A PERMIT
UNDER PART 29 OF THE MUNICIPAL ACT.
SEE DF AC228832 (EXPIRES ON N/A)

CHARGES, LIENS AND INTERESTS:
NATURE OF CHARGE
CHARGE NUMBER DATE TIME

COVENANT

AB149009 1988-07-28 14:47
REGISTERED OWNER OF CHARGE
DISTRICT OF COQUITLAM
AB149009
REMARKS: LAND TITLE ACT SECTION 215
INTER ALIA

STATUTORY RIGHT OF WAY

AB203666 1988-10-03 10:14
REGISTERED OWNER OF CHARGE
B.C. GAS INC. INCORPORATION NO 74280 AND
BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
AB203666
REMARKS: ASSIGNMENT OF 338501C REC'D 18/06/1963 @ 15:41
ANCILLARY RIGHTS INTER ALIA

MORTGAGE

AD262803 1990-11-20 09:19
REMARKS: MODIFICATION OF AB203755
INTER ALIA

MORTGAGE

AD262806 1990-11-20 09:24
REMARKS: MODIFICATION OF AD262804 BEING A TRANSFER OF
75/300TH INTEREST IN AB203755, SEE AD262803

CONTINUED ON PAGE 2



Coast Capital Savings Credit Union
Guildford Branch
1110 Guildford Town Centre
Surrey, BC V3R 7B7
T 604.517.7000 F 604.517.7995
www.coastcapitalsavings.com

October 2, 2007

Ray Lehoux
1368 Steven Street
White Rock, BC

Dear Mr. Lehoux:

Thank you for taking the time to meet with us to discuss your mortgage needs. I am pleased to advise you that Coast Capital Savings has pre-approved your mortgage application subject to the following terms and conditions:

- Principal amount to be advanced: \$180,000
- Interest rate*: 5.7% Fixed
- Term length: 1 years
- Monthly payment: \$ 983.00
- A satisfactory appraisal of the subject property by an appraiser selected by Coast Capital Savings
- A fire insurance policy equal to the market value of all buildings located on the property
- A firm and binding purchase agreement of \$240,000 or less
- Confirmation of source of down payment funds of \$65,000.00
- MLS Listing of property to be purchased
- Income verification in the amount of \$3506.00 per monthly

The above interest rate is guaranteed for 90 days from September 13, 2007. We reserve the right to cancel or renegotiate this agreement if any of these conditions are not met.

We look forward to helping you with the purchase of your new home. Please do not hesitate to give me a call at 604-517-7000 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tracy Plante'.

Tracy Plante
Lending Specialist

A faint, handwritten mark or signature in the bottom right corner of the page.



CONTRACT OF PURCHASE AND SALE

PREPARED BY: Realty \$5000 Sales DATE: September 26, 2007
(BROKERAGE - PLEASE PRINT)
 ADDRESS: #203, 20189 - 56 Avenue Langley PC: V3A 3Y6 PHONE: 604-628-2393
 PER: Jim McNee MLS® No.: V664980
(LICENSEE - PLEASE PRINT)

SELLER: <u>S. Gaffney</u>	BUYER: <u>Raymond Lehoux</u>
SELLER: <u>H. Gaffney</u>	BUYER: _____
ADDRESS: <u>#312, 450 Bromley Street</u>	ADDRESS: <u>1368 Stevens Street</u>
<u>Coquitlam, B.C.</u>	<u>White Rock, B.C.</u>
PC: <u>V3K 6S5</u>	PC: _____
PHONE: _____	PHONE: _____
RESIDENT OF CANADA <input type="checkbox"/> NON-RESIDENT OF CANADA <input type="checkbox"/>	OCCUPATION: <u>Retired</u>
<small>as defined under the <i>Income Tax Act</i>.</small>	

PROPERTY:

#312, 450 Bromley Street
 UNIT NO. _____ ADDRESS OF PROPERTY _____
Coquitlam, B.C. V3K 6S5 015-726-339
 CITY/TOWN/MUNICIPALITY POSTAL CODE PID
Strata Lot 36, District Lot 113, Group 1, Land District 36, Strata Plan NWS3170
 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 Forty Thousand Two Hundred and Fifty
 _____ DOLLARS \$ 240,250.00 (Purchase Price)
- DEPOSIT:** A deposit of \$ 20,000.00 which will form part of the Purchase Price, will be paid on the following terms:
 To be paid, by way of certified cheque or bank draft, within 24 hours after the removal of all subject clauses listed on pages 5 of 6 and 6 of 6 of this contract.

All monies paid pursuant to this section (Deposit) will be delivered in trust to Realty \$5000 Sales
 _____ 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.

RS
 INITIALS

CONTRACT OF PURCHASE AND SALE
INFORMATION ABOUT THIS CONTRACT OF PURCHASE AND SALE

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Clause 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date, and the Buyer signs the documents.
 - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
 - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged **NOT** to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Clause 5) The Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Clause 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Clause 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the Seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
6. **CUSTOMARY COSTS:** (Clause 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller	Costs to be Borne by the Buyer
Lawyer or Notary Fees and Expenses:	Lawyer or Notary Fees and Expenses:
- attending to execution of documents.	- appraisal (if applicable),
Costs of clearing title, including:	- Land Title Registration fees.
- discharge fees charged by encumbrance holders.	Fire Insurance Premium.
- prepayment penalties.	Sales Tax (if applicable).
Real Estate Commission.	Property Transfer Tax.
Goods and Services Tax.	Goods and Services Tax.
	Survey Certificate (if required).
	Costs of Mortgage, including:
	- mortgage company's Lawyer/Notary.

7. **RISK:** (Clause 16) The Buyer should arrange for insurance to be effective on the earlier of the Completion Date or the date the Buyer pays the balance of the funds into trust. The Seller should maintain the Seller's insurance in effect until the later of the date the Seller receives the proceeds of sale, or the date the Seller vacates the property.
8. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves:

- a house or other building under construction	- a lease
- a business	- an assignment

 - other special circumstances (including the acquisition of land situated on a First Nations reserve)

additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.
9. **ALTERNATE DISPUTE RESOLUTION:** Parties to this contract may pursue alternate dispute resolution if a dispute arises after completion of the transaction. It is recommended that the parties first mediate the dispute. Failing agreement to mediate, or if the mediation fails, then disputes can be submitted to an arbitration under the *Commercial Arbitration Act*. BCREA member boards can provide guidance on the selection of mediation and arbitration services in your area.



CONTRACT OF PURCHASE AND SALE

PREPARED BY: Realty \$5000 Sales DATE: October 19, 2007
 (BROKERAGE - PLEASE PRINT)
 ADDRESS: #203, 20189 - 56 Avenue Langley PC: V3A 3Y6 PHONE: 604-628-2393
 PER: Jim McNee MLS® No.: V664980
 (LICENSEE - PLEASE PRINT)

SELLER: <u>S. Gaffney</u>	BUYER: <u>Raymond Lehoux</u>
SELLER: <u>H. Gaffney</u>	BUYER: _____
ADDRESS: <u>#312, 450 Bromley Street</u>	ADDRESS: <u>1368 Stevens Street</u>
<u>Coquitlam, B.C.</u>	<u>White Rock, B.C.</u>
PC: <u>V3K 6S5</u>	PC: _____
PHONE: _____	PHONE: _____
RESIDENT OF CANADA <input type="checkbox"/> NON-RESIDENT OF CANADA <input type="checkbox"/>	OCCUPATION: <u>Retired</u>
as defined under the <i>Income Tax Act</i> .	

PROPERTY:

#312, 450 Bromley Street
 UNIT NO. _____ ADDRESS OF PROPERTY _____
Coquitlam, B.C. V3K 6S5 015-726-339
 CITY/TOWN/MUNICIPALITY POSTAL CODE PID
Strata Lot 36, District Lot 113, Group 1, Land District 36, Strata Plan NWS3170
 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 Forty Thousand Two Hundred and Fifty
 _____ DOLLARS \$ 240,250.00 (Purchase Price)
- DEPOSIT:** A deposit of \$ 20,000.00 which will form part of the Purchase Price, will be paid on the following terms:
 To be paid, by way of certified cheque or bank draft, within 24 hours after the removal of all subject clauses listed on pages 5 of 6 and 6 of 6 of this contract.

All monies paid pursuant to this section (Deposit) will be delivered in trust to Realty \$5000 Sales
 _____ 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.

W _____
 INITIALS

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

All terms, conditions and subject clauses on pages 5 of 6 and 6 of 6 of this contract are included in this TERMS AND CONDITIONS clause.

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 January 9, yr. 2008 (Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at 12 noon on January 11, yr. 2008 (Possession Date) OR, subject to the following existing tenancies, if any: No tenancies. The Seller will deliver vacant possession upon completion.

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 both incoming and outgoing of whatsoever nature will be made as of January 11, yr. 2008 (Adjustment Date).

7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

All window coverings, any and all keys and entry devices to the unit and the complex that are in the possession of the Seller.


BUT EXCLUDING: No exclusions

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on the day of inspection by the Buyer's building inspector, yr. 2007.

9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Clause 5, if any, and except as otherwise set out herein.

10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage trust cheque.

11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.


INITIALS



CONTRACT OF PURCHASE AND SALE

PREPARED BY: MACDONALD REALTY LTD (BROKERAGE - PLEASE PRINT) DATE: NOV 6 2007
 ADDRESS: 1050 BARRARD AVE S1. PC: V6Z 1P5 PHONE: 604-684-5115
 PER: LINDA MARIE BURCHALL (LICENSEE - PLEASE PRINT) MLS No: V664980

SELLER: <u>SCAFFNEY</u>	BUYER: <u>RAYMOND LE HOIX</u>
SELLER: <u>H. GAFFNEY</u>	BUYER:
ADDRESS: <u>301-9344 CONORSBURG ST</u>	ADDRESS: <u>1368 STEVENSON ST</u>
<u>BURNABY BC</u>	<u>WHITE ROCK BC</u>
PC: <u>V3J 1L9</u>	PC:
PHONE:	PHONE:
RESIDENT OF CANADA <input type="checkbox"/> NON-RESIDENT OF CANADA <input type="checkbox"/>	OCCUPATION: <u>RETIRED</u>
as defined under the <i>Income Tax Act</i> .	

PROPERTY:

UNIT NO: 312 ADDRESS OF PROPERTY: 450 BRADLEY ST

CITY/TOWN/MUNICIPALITY: VANCOUVER BC POSTAL CODE: V3K 6S5 PID: 015-726-339

LEGAL DESCRIPTION: NWS3181 LOT 36 DL 113 LD 36
PL NWS3181 LT 36 DL 113 LD 36 GROUP 1

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 FORTY THOUSAND AND TWO HUNDRED AND FIFTY DOLLARS DOLLARS \$ \$240,250 (Purchase Price)
- DEPOSIT:** A deposit of \$ 20,000.00 which will form part of the Purchase Price, will be paid on the following terms:
W/IN 24 HOURS OF SUBJECT REMOVAL BY BANK DRAFT OR CERTIFIED CHEQUE.

All monies paid pursuant to this section (Deposit) will be delivered in trust to MACDONALD REALTY IN TRUST 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.

RL
INITIALS

PROPERTY ADDRESS _____

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

SEE ATTACHED ADDENDUMS

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 JANUARY 3, yr. 2008 (Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at 12 noon on JANUARY 4, yr. 2008 (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 both incoming and outgoing of whatsoever nature will be made as of JANUARY 4, yr. 2008. (Adjustment Date).

7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

ALL WINDOW COVERINGS, ALL LIGHT FIXTURES, ALL CLOSET ORGANIZERS

BUT EXCLUDING: WASHER / DRYER / FRIDGE / STOVE.

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on OCTOBER 7, yr. 2007.

9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Clause 5, if any, and except as otherwise set out herein.

10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage trust cheque.

11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

30
INITIALS

PROPERTY ADDRESS

- 12. **TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be absolutely forfeited to the Seller in accordance with the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. **REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. **PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Clause 20, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates that Multiple Listing Service®, of personal information about the Buyer and the Seller:
 - A. for all purposes consistent with the transaction contemplated herein;
 - B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
 - C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.


INITIALS

PROPERTY ADDRESS

20. **AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®* and acknowledge and confirm as follows:

A. the Seller has an Agency relationship with

REMAX ALL POINTS REALTY BROKERAGE and NOELLA NEALE LICENSEE

B. the Buyer has an Agency relationship with

NATIONAL REALTY LTD BROKERAGE and LINDA MARIE BURCHILL LICENSEE

C. the Buyer and the Seller have consented to a limited dual agency relationship with

BROKERAGE and LICENSEE LICENSEE

having signed a Limited Dual Agency Agreement dated

If only (A) has been completed, the Buyer is acknowledging no agency relationship. If only (B) has been completed, the Seller is acknowledging no agency relationship

21. **ACCEPTANCE IRREVOCABLE (Buyer and Seller):** The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

- A. fulfill or waive the terms and conditions herein contained; and/or
B. exercise any option(s) herein contained.

22. **THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**

23. **OFFER:** This offer, or counter-offer, will be open for acceptance until 9PM o'clock m. on SUBJECT TO COURT APPROVAL Dec 14, yr. 2007. (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

[Signature]
WITNESS

[Signature]
BUYER

[Signature]
PRINT NAME

X WITNESS BUYER PRINT NAME

24. **ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above. (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the cash proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested, forthwith after completion.

Seller's acceptance is dated , yr.

X WITNESS SELLER PRINT NAME

X WITNESS SELLER PRINT NAME

RE: ADDRESS: 312-450 BRIMLEY ST R651.

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED: NOV 6 2007
MADE BETWEEN S. BAFENEY and H BAFENEY AS SELLER(S),
AND RAYMOND LENOIX and _____ AS BUYER(S) AND COVERING
THE ABOVE MENTIONED PROPERTY THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

- Subject to the Buyer receiving and approving the following documents on or before DEC 21, 2007
- 1 An Information Certificate (Form "B") as prescribed in the Strata Property Act which is current and dated within 30 days of acceptance of this offer or issued since the last general meeting of the Strata Corporation, whichever is sooner.
 - 2 A copy of the registered strata plan showing the subject strata lot, any amendments to the strata plan, and any resolutions dealing with changes to common property and all areas designated as common property.
 - 3 The current bylaws and financial statements of the strata corporation and any section to which the strata lot belongs.
 - 4 The minutes of any meetings held between the period from NOV 6, 2005 to NOV 6 2007, 2007 by the strata council, and by the members in annual, extraordinary or special general meetings, and by the members or the executive of any section to which the strata lot belongs.
 - 5 A copy of any engineers' or other consultants' reports concerning this strata corporation.
 - 6 A copy of the title search.
The Buyer acknowledges and accepts that on completion the Buyer will receive title containing the non-financial charges set out in the copy of the title search results which is attached to and forms part of this contract.
 - 7 A copy of the Property Disclosure Statement (PDS), dated AUG 20, 2007 which is incorporated into and forms part of this contract.
 - 8 Any legal opinions obtained by the strata corporation.
 - 9 Any warranty documentation concerning a building envelope including a roof as defined in the Building Envelope Renovation Regulation [B.C.Regulation 240/2000]

Immediately upon acceptance of this offer, or counter offer, the Seller will obtain, at the Seller's expense, complete copies of the documents listed above from the strata corporation and will immediately upon receipt, and in any event no later than 2 days from such acceptance, deliver the documents to the Buyer or the Buyer's agent.
In the event the subjects are not removed, the Buyer, or their agent, will return all documents in their original condition to the Seller's agent.

The Buyer is aware that the monthly strata fee for the strata lot is: \$ 200.41 and that the strata corporation charges an additional (monthly, yearly, etc.) fee(s) for: (parking, storage, etc.) in the amount of STRATA FEE COVERS GARDENING, BARBAGE PICKUP, MANAGEMENT.

Above subjects are for the sole benefit of the Buyer(s)

X [Signature]
(witness)

X _____
(witness)

X _____
(witness)

X _____
(witness)

X [Signature] Seal
(seller)

X _____ Seal
(seller)

X _____ Seal
(buyer)

X _____ Seal
(buyer)

RE: ADDRESS: 312-450 BRONLEY STR 607

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED: NOV 6/2007
MADE BETWEEN S. GAFFNEY and H. GAFFNEY AS SELLER(S),
AND ROYMOND LINDLEY and _____ AS BUYER(S) AND COVERING
THE ABOVE MENTIONED PROPERTY THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

If a special levy is approved before the strata lot is conveyed to the buyer, the Seller shall credit the Buyer with the entire portion of the special levy that the Buyer is obligated to pay under the Strata Property Act and the Seller hereby directs the Buyer's lawyer or notary public to hold back such credit from the sale proceeds and to remit it to the strata corporation.

If the Seller learns before the Completion Date about any proposal to amend the bylaws of the strata corporation, or the bylaws of a section to which the strata lot belongs, or any amendment to such bylaws that the Seller has not previously disclosed to the Buyer, the Seller will promptly deliver a copy of the relevant resolution to the Buyer.

The Seller authorizes the Buyer and any representative of the Buyer's Brokerage to inspect and obtain copies of all the records and documents that the strata corporation is required to prepare and retain pursuant to the Strata Property Act.

Subject to the Buyer(s) verifying that the parking stall(s) associated with the strata lot is designated under the following arrangement:

- Part of the strata lot
- A separate strata lot whose legal description is as follows: _____
**Note: if a parking stall is a separate strata lot, it is included with the Property being sold for the Purchase Price under this Contract unless otherwise expressly stated.*
- Limited common property for the exclusive use of their owner(s)
- Common property of the strata corporation which is one of the following:
 - Leased / Licensed
 - Short Term Exclusive Use or Special Privilege**
 - Other: PARKING STALL #36***Note: Common property assigned to an owner under a short term exclusive use or special privilege arrangement may be reassigned at the sole discretion of the strata corporation when the property changes ownership.*

Subject to the Buyer(s) verifying that the storage locker(s) associated with the strata lot is designated under the following arrangement: Same as parking Other : * LOCKER # 15 36

**Note: If a storage locker is a separate strata lot, it is included with the Property being sold for the Purchase Price _____ under this Contract unless otherwise expressly stated.*

BUYER AND SELLER ARE MUTUALLY AWARE THIS OFFER IS SUBJECT TO COURT APPROVAL ON OR BEFORE DECEMBER 14/2007. THIS SUBJECT IS FOR THE BENEFIT OF THE BUYER AND THE SELLER.

X [Signature]
(witness)

X _____
(witness)

X _____
(witness)

X _____
(witness)

X [Signature] Seal
(seller)

X _____ Seal
(seller)

X _____ Seal
(buyer)

X _____ Seal
(buyer)

RE: ADDRESS: 312-450 BRONLEY ST VANCOUVER BC

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED: NOV 6/2007

MADE BETWEEN SCAFFENBY and H SCAFFENBY AS SELLER(S), AND RAYMOND LE NOY and _____ AS BUYER(S) AND COVERING THE ABOVE MENTIONED PROPERTY THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

Subject to the Buyer at the buyer's expense, obtaining and approving a written inspection report of the strata lot against any defects whose cumulative cost of repair exceeds \$ _____ and which reasonably may adversely affect the property's use or value. The Seller or the listing brokerage shall arrange, on reasonable notice, for the purpose of inspection, access to the suite and common areas such as, but not limited to, the roof, electrical room, boiler or furnace room, parking areas and recreational area. BUYER IS WAIVING HIS RIGHT TO AN INSPECTION

Subject to a new first mortgage being made available to the Buyer by Dec 21/2007, 2007 in the amount of \$ _____ at an interest rate not to exceed _____ % per annum calculated (either half-yearly or monthly), not in advance, with a _____ year amortization period, _____ year term and repayable in blended payments of approximately \$ _____ per month including principal and interest (plus 1/12 of the annual taxes, if required by the mortgagee).

Subject to the Buyer obtaining approval for fire/property insurance satisfactory to the Buyer. Above subjects are for the sole benefit of the Buyer(s)

Above subjects to be removed on or before DECEMBER 21, 2007.

The Buyer(s) is aware of the following restrictions (if any): NO PETS ALLOWED WITH RESTRICTIONS / RENTALS ALLOWED W RESTRICTIONS

The Seller represents and warrants that during the time the Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of any illegal substances and that to the best of the Seller's knowledge and belief, the use of the property and the buildings and structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this transaction.

On possession day the Seller will provide the Buyer with two sets of keys for the unit including, but not limited to, the strata unit, the building, parking areas, storage areas, storage locker, mailbox and if building features a garage door, all of the remote controls for the garage door.

~~The seller warrants that an unconditional occupancy permit and and/or final inspection has been approved by the Municipal/City/Regional district Authority.~~

~~The seller will remove all personal possessions that are not included in the sale of this property and leave the property in a clean condition free of garbage or debris.~~

This strata corporation is managed by: NORTHWEST MANAGEMENT 604-980-4729

All deposits of at least \$20,000/minimum of 45 days to be placed in an interest bearing trust account with interest accruing to the benefit of the Buyer.

X [Signature]
(witness)
X _____
(witness)
X _____
(witness)
X _____
(witness)

X [Signature] Seal
(seller)
X _____ Seal
(seller)
X _____ Seal
(buyer)
X _____ Seal
(buyer)

CONTRACT OF PURCHASE AND SALE
INFORMATION ABOUT THIS CONTRACT OF PURCHASE AND SALE

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Clause 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date, and the Buyer signs the documents.
 - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
 - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged **NOT** to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Clause 5) The Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Clause 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Clause 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the Seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
6. **CUSTOMARY COSTS:** (Clause 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller		Costs to be Borne by the Buyer	
Lawyer or Notary Fees and Expenses: - attending to execution of documents.		Lawyer or Notary Fees and Expenses: - searching title.	- appraisal (if applicable); - Land Title Registration fees.
Costs of clearing title, including: - discharge fees charged by encumbrance holders,		- investigating title.	Fire Insurance Premium.
- prepayment penalties.		- drafting documents.	Sales Tax (if applicable).
Real Estate Commission.	Seller's Initials	- Land Title Registration fees.	Property Transfer Tax.
Goods and Services Tax.	<input type="checkbox"/> <input type="checkbox"/>	Survey Certificate (if required).	Goods and Services Tax
		Costs of Mortgage, including: - mortgage company's Lawyer/Notary.	Buyer's Initials
			<input type="checkbox"/> <input type="checkbox"/>

7. **RISK:** (Clause 16) The Buyer should arrange for insurance to be effective on the earlier of the Completion Date or the date the Buyer pays the balance of the funds into trust. The Seller should maintain the Seller's insurance in effect until the later of the date the Seller receives the proceeds of sale, or the date the Seller vacates the property.
8. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves:

- a house or other building under construction	- a lease
- a business	- an assignment

 - other special circumstances (including the acquisition of land situated on a First Nations reserve)
 additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.
9. **ALTERNATE DISPUTE RESOLUTION:** Parties to this contract may pursue alternate dispute resolution if a dispute arises after completion of the transaction. It is recommended that the parties first mediate the dispute. Failing agreement to mediate, or if the mediation fails, then disputes can be submitted to an arbitration under the *Commercial Arbitration Act*. BCREA member boards can provide guidance on the selection of mediation and arbitration services in your area.



coastcapital
SAVINGS CREDIT UNION

REGULATED BY THE FINANCIAL SERVICES BOARD OF CANADA
OFFICIAL CHEQUE

REFERENCE _____

PAY _____

100 DOLLARS \$

DATE Y Y Y Y M M D D

TO THE ORDER OF

MEMO

MEMBERSHIP NO.

ACCOUNT TYPE

PURCHASERS SIGNATURE

AMOUNT	
SERVICE CHARGE	
TOTAL	

PER

NOT NEGOTIABLE



CANADIAN DOLLARS

GEORGE TAN
 Notary Public
 615 - 5th Ave.
 New Westminster, B.C.

Witnessed As To Execution Only
 No Advice is Sought or Given

CONTRACT OF PURCHASE AND SALE
 A COMMISSIONER FOR TAKING AFFIDAVITS IN B.C.

PREPARED BY: Century 21 Apex International (BROKERAGE - PLEASE PRINT) **NOV 22 2007** DATE: November 22, 2007
 ADDRESS: #301, 6935 - 120 Street Delta PC: V4E 2A8 PHONE: 604-599-4888
 PER: George Tan (LICENSEE - PLEASE PRINT) MLS® No.: V664980

SELLER: <u>S&H GAFFNEY</u>	BUYER: <u>Raymond Lehoux</u>
SELLER: _____	BUYER: _____
ADDRESS: <u># 312 450 BROMLEY ST</u>	ADDRESS: <u>1368 Stevens Street, White Rock, BC</u>
<u>Coquitlam</u> PC: <u>V3K 6S5</u>	PC: _____
PHONE: _____	PHONE: _____
RESIDENT OF CANADA <input checked="" type="checkbox"/> NON-RESIDENT OF CANADA <input type="checkbox"/>	OCCUPATION: <u>Retired</u>
as defined under the <i>Income Tax Act</i> .	

PROPERTY:

312 450 BROMLEY ST
 UNIT NO. ADDRESS OF PROPERTY
Coquitlam V3K 6S5 015-726-339
 CITY/TOWN/MUNICIPALITY POSTAL CODE 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 Forty-Two Thousand
 _____ DOLLARS \$ 242,000.00 (Purchase Price)
- DEPOSIT:** A deposit of \$ 20,000.00 which will form part of the Purchase Price, will be paid on the following terms:
 To be placed in trust within 24 hours upon removal of all subject to clauses and payable by way of bank draft or certified cheque.

All monies paid pursuant to this section (Deposit) will be delivered in trust to Century 21-Apex International 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.

<u>R</u>	<u>E</u>		
INITIALS			

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3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:
Refer to Sale Addendum - pages 5 to 8.

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 January 15, yr. 2008 (Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at 12 a.m./p.m. on January 17, yr. 2008 (Possession Date) OR, subject to the following existing tenancies, if any: Vacant Possession

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 both incoming and outgoing of whatsoever nature will be made as of January 17, yr. 2008 (Adjustment Date).

7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:
All Window Coverings, All Closet Organizers, All Light Fixtures

BUT EXCLUDING: Washer/Dryer/Fridge/Stove.

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on October 7, yr. 2007.

9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Clause 5, if any, and except as otherwise set out herein.

10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate broker's trust cheque.

11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

R	R		
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INITIALS

20. **AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®* and acknowledge and confirm as follows:

A. the Seller has an Agency relationship with

RE/MAX All Points Realty Grp. and Noella Neale
BROKERAGE LICENSEE

B. the Buyer has an Agency relationship with

Century 21 Apex International and George Tan
BROKERAGE LICENSEE

C. the Buyer and the Seller have consented to a limited dual agency relationship with

BROKERAGE and _____
LICENSEE

having signed a Limited Dual Agency Agreement dated _____

If only (A) has been completed, the Buyer is acknowledging no agency relationship. If only (B) has been completed, the Seller is acknowledging no agency relationship.

21. **ACCEPTANCE IRREVOCABLE (Buyer and Seller):** The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.

22. **THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**

23. **OFFER:** This offer, or counter-offer, will be open for acceptance until N/A o'clock a.m./p.m. on (Subject to Approval of Court - Refer to Sale Addendum), yr. _____ (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X
WITNESS _____

Ray Le Houx
BUYER

Raymond Le Houx
PRINT NAME

X
WITNESS _____

BUYER

PRINT NAME

24. **ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the cash proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested, forthwith after completion.

Seller's acceptance is dated (Subject to Approval of Court - See Sale Addendum), yr. _____

X
WITNESS _____

SELLER

S&H GAFFNEY
PRINT NAME

X
WITNESS _____

SELLER

PRINT NAME



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CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: V664980

DATE: November 22, 2007

RE: ADDRESS: # 312 450 BROMLEY ST Coquitlam V3K 6S5

LEGAL DESCRIPTION: NWS3181 LT 36 DL 113 LD 36 GRP 1

PID: 015-726-339

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED November 22, 2007

MADE BETWEEN Raymond Le Houx AS BUYER, AND
S&H GAFFNEY AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

Subject to the Buyer, on or before December 28, 2007 receiving and approving the following documents with respect to information that reasonably may adversely affect the use or value of the strata lot, including any bylaw, item of repair or maintenance, special levy, judgment or other liability, whether actual or potential:

1. A current Form 'B' Information Certificate attaching the strata corporation's rules, current budget and the developer's Rental Disclosure Statement, if any;
2. A copy of the registered strata plan, any amendments to the strata plan, and any resolutions dealing with changes to common property;
3. The current bylaws and financial statements of the strata corporation, and any section to which the strata corporation lot belongs; and
4. The minutes of any meeting held between the period from December 27, 2005 to December 27, 2007 by the strata council, and by the members in annual, extraordinary or special general meetings, and by the members or the executive of any section to which the strata lot belongs.
5. Engineering Report, if any.
6. Legal Opinions obtained by the Strata Corporation.
7. Any warranty documents concerning a building envelope including the roof as defined in the Building Envelope Renovation Regulation [BC Regulation 240/2000].

Immediately upon acceptance of this offer or counter-offer, the Seller will authorize the Seller's agent, to request, at the Seller's expense, complete copies of the documents listed above from the strata corporation or other source and to immediately, upon receipt, and in any event no later than 2 days from such acceptance, deliver the documents to the Buyer [or the Buyer's agent].

This condition is for the sole benefit of the Buyer.

This Strata Corporation is managed by Northwest Management of telephone 604-980-4729.

_____ 11 _____

X WITNESS		BUYER		SEAL	Ray Lehoux	PRINT NAME
X WITNESS		BUYER		SEAL		PRINT NAME
X WITNESS		SELLER		SEAL		PRINT NAME
X WITNESS		SELLER		SEAL		PRINT NAME



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CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: V664980

DATE: November 22, 2007

RE: ADDRESS: # 312 450 BROMLEY ST Coquitlam V3K 6S5

LEGAL DESCRIPTION: NWS3181 LT 36 DL 113 LD 36 GRP 1

PID: 015-726-339

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED November 22, 2007

MADE BETWEEN Raymond Le Houx AS BUYER, AND
S&H GAFFNEY AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

Buyer had waived the need for an inspection of the property and the complex although he had been strongly advised by the listing agent to do so. Buyer shall hold the listing agent harmless against all liabilities that may arise for failing to hold an inspection.

Seller agrees to provide the Buyer with a copy of Council Minutes, Notice of Special Meetings or Annual General Meetings and subsequent Special Meeting information and any minutes issued between Final Subject Removal Date and Completion Date.

The Buyer is aware of a monthly levy of about \$202.00 which includes gardening, garbage collection and management.

At least two complete set of keys for the subject unit including, but not limited to, the strata unit, the building, parking areas, storage areas, common areas, mailbox and all of the remote controls for the garage door will be provided by the Seller or their agent to the Buyer or their agent on the Possession Date.

Parking Stall numbered # 36 and _____ and storage locker number # IS36 associated with this strata lot are designated under the following arrangement: Limited Common Property or an assignment.

The Buyer is aware that this property was built on a permit issued prior to July 1, 1999 and therefore is not regulated by the Home Owners Protection Act.

The Buyer has viewed the property and is satisfied with the lot size and finished areas and is aware that all published measurements, square footages, the age of the building, the lot size and other information in the Listing Printout that are advertised are approximate only, while thought to be correct are not guaranteed. If any of the information is an important consideration the Buyer should confirm the information and matters such as zoning, permitted use of the building, the land and any restrictions with the relevant authorities.

Subject to the Buyer, on or before December 28, 2007 searching and approving title to the property against the presence of any charge or other feature, whether registered or not, that reasonably may affect the property's use or value. The Buyer is advised to seek his own legal advise on this matter. This condition is for the sole benefit of the Buyer.

Subject to the Buyer obtaining legal advice satisfactory to the Buyer concerning the sale of the property and all related documents by December 28, 2007. This condition is for the sole benefit of the Buyer.

X WITNESS	<i>[Signature]</i>	BUYER	<i>Ray Lehoux</i>	●	Ray Lehoux	PRINT NAME
X WITNESS		BUYER		●		PRINT NAME
X WITNESS		SELLER		●		PRINT NAME
X WITNESS		SELLER		●		PRINT NAME



153

CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: V664980

DATE: November 22, 2007

RE: ADDRESS: # 312 450 BROMLEY ST Coquitlam V3K 6S5
LEGAL DESCRIPTION: NWS3181 LT 36 DL 113 LD 36 GRP 1

PID: 015-726-339

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED November 22, 2007

MADE BETWEEN Raymond Le Houx AS BUYER, AND
S&H GAFFNEY AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

The Buyer acknowledges and accepts that on Completion the Buyer will receive title containing, in addition to any encumbrance referred to in Clause 9 [TITLE] of this contract, any non-financial charge set out in the copy of the title search results that is attached to and forms part of this contract.

The Seller represents and warrants that during the time the seller has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of any illegal substances and that to the best of the Seller's knowledge and belief, the use of the property and the buildings and structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this transaction.

All the conditions precedent or subject to clauses contained in this contract are exclusively for the benefit of the buyer and the buyer may at his option waive part or all of the condition and proceed with completion of the contract.

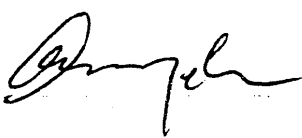




The buyer covenants to promptly take such steps as may be required and to use his best efforts whenever necessary, to satisfy all the condition precedents.

The Buyer has been advised of the following matters:

- [a] amount of property transfer tax payable on the purchase of the property is calculated based on 1% for the first \$200,000 and 2% on the balance of the purchase price.
- [b] a survey may have to be done on the property or title insurance may need to be purchased to satisfy his lender's requirements.

Subject to a new first mortgage being made available to the Buyer by December 28, 2007, in the amount of \$ 181,500 at an interest rate not to exceed 6 % per annum calculated half-yearly, not in advance, with a 25 to 30- year amortization period, 3 to 5- year term and repayable in blended payments of approximately \$ 1,161 per month including principal and interest [plus 1/12 of the annual taxes, if required by the mortgagee]. This condition is for the sole benefit of the Buyer.

The Buyer reserves the right to assign this contract in whole or in part to any third party without further notice to the Seller and without having to get court approval; said assignment not to relieve the Buyer from his obligation to complete the terms and conditions of this contract should the assignee default.

X		BUYER		Ray Lehoux	PRINT NAME
X		BUYER			PRINT NAME
X		SELLER			PRINT NAME
X		SELLER			PRINT NAME



CONTRACT OF PURCHASE AND SALE ADDENDUM

154
MLS® NO.: V664980

DATE: November 22, 2007

RE: ADDRESS: # 312 450 BROMLEY ST Coquitlam V3K 6S5
LEGAL DESCRIPTION: NWS3181 LT 36 DL 113 LD 36 GRP 1
PID: 015-726-339

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED November 22, 2007
MADE BETWEEN Raymond Le Houx AS BUYER, AND
S&H GAFFNEY AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

The Property Disclosure Statement dated August 20, 2007 is attached and shall be incorporated into and form part of this contract.

The Seller will notify the Buyer before the completion date of any notice of a resolution to amend the bylaws or rules of the strata corporation, or the bylaws or rules of a section to which the strata lot belongs, or any amendment to such bylaws or rules, that the Seller has not previously disclosed to the Buyer. The Seller will promptly deliver a copy of the relevant resolution or notice of resolution to the Buyer.

If a special levy is approved before the completion date, the Seller shall credit the Buyer with 100% of the portion of the special levy that the Buyer is obligated to pay under the Strata Property Act and the Seller hereby directs the Buyer's lawyer or notary public to hold back such credit from the sale proceeds and to remit it to the strata corporation.

The Buyer understands that the use of the subject property is restricted [or prohibited] by the strata corporation with respect to Pet and Rental.

This offer is subject to the approval of the court which shall be obtained by December 14, 2007 (unless extended in writing by both parties). This subject is for the benefit of the Buyer and the Seller. Both parties must give written consent to waive this subject clause.

Both parties agree that the deposit shall not be placed in an interest bearing trust account.

_____ || _____

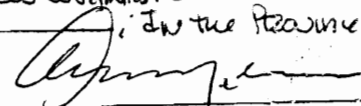
X WITNESS		BUYER			Ray Lehoux	PRINT NAME
X WITNESS		BUYER				PRINT NAME
X WITNESS		SELLER				PRINT NAME
X WITNESS		SELLER				PRINT NAME

October 2, 2007

Ray Lehoux
1368 Steven Street
White Rock, BC

GEORGE TAN
Notary Public
615 - 5th Ave.
New Westminster, B.C.
V3M 1X3

Tel: (604) 521-5977 Fax: (604) 521-5919

This is Exhibit "D" attached to the
Affidavit of Raymond Michael Lehoux
Sworn on OCT 31 2007 in the city
of New Westminster, in the Province of B.C.

A Commissioner for Taking Affidavits in B.C.

Dear Mr. Lehoux:

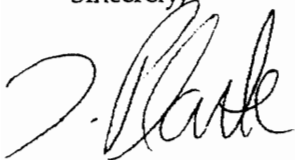
Thank you for taking the time to meet with us to discuss your mortgage needs. I am pleased to advise you that Coast Capital Savings has pre-approved your mortgage application subject to the following terms and conditions:

- Principal amount to be advanced: \$180,000
- Interest rate*: 5.7% Fixed
- Term length: 1 years
- Monthly payment: \$ 983.00
- A satisfactory appraisal of the subject property by an appraiser selected by Coast Capital Savings
- A fire insurance policy equal to the market value of all buildings located on the property
- A firm and binding purchase agreement of \$240,000 or less
- Confirmation of source of down payment funds of \$65,000.00
- MLS Listing of property to be purchased
- Income verification in the amount of \$3506.00 per monthly

The above interest rate is guaranteed for 90 days from September 13, 2007. We reserve the right to cancel or renegotiate this agreement if any of these conditions are not met.

We look forward to helping you with the purchase of your new home. Please do not hesitate to give me a call at 604-517-7000 if you have any questions.

Sincerely,



Tracy Plante
Lending Specialist

Windows Live

To: raylehoux

RE: confer

From: **Jim McNee** (jmcnee@telus.net)
Sent: October 30, 2007 9:57:14 PM
To: 'ray lehoux' (raylehoux@hotmail.com)

Yes Ray, your offer was sent by fax to Noella on October 19th. As proof, I have a copy of my cover letter to her, a copy of the fax machine's record of transmission on that date and copies of my e-mail's to her. Prior to faxing the offer to her, I telephoned her and told her that I would be faxing the offer to her. During that call she told me that she had no other offers at that time and that she was conducting an open house at the property. I received no further calls or correspondence from her until I e-mailed her a week later. Her reply was that the lawyers had rejected your offer. I then telephoned you to inform you about that and at which time you informed me that the Seller had accepted another offer for the property that was lower in price than yours. I know nothing about the details of the offer that was accepted if one was.

Jim McNee

Realty \$5000 Sales.

From: ray lehoux [mailto:raylehoux@hotmail.com]
Sent: Tuesday, October 30, 2007 3:04 PM
To: Jim McNee
Subject: RE: confer

Hi Jim,

In the meantime, while you are unpacking, can you please confirm on this email as to whether you have sent the contract with my new offer of \$240,250.00 good until Dec. 4th, 2007 to Noella Neale on October 19, 2007? Yes or no?

I would also appreciate you drop off the documents you sent to Noella soon, but in the meantime yes or not would be appreciated.

Thanks
Ray

From: jmcnee@telus.net
To: raylehoux@hotmail.com
Subject: RE: confer

Date: Tue, 30 Oct 2007 10:31:47 -0700

10/30/2007 10:48 PM

312-450 BROMLEY ST **MLS# V664980** **\$249,900**

Address	312-450 BROMLEY ST	Status	Sold
Area	Coquitlam	MLS#	V664980
Sub Area	CQ Coquitlam East	Postal Code	V3K 6S5
City/Town	Coquitlam	Year Built	1990
Type	Apartment Unit	Age at List Date	17
Permitted Use		Taxes	\$1,291 (2006)
Complex/Subdivsn	BROMLEY MANOR		



Price		Dates		Features	
Current Price	\$249,900	Listed	Aug 20/07	Sqft Fin.	904
Original Price	\$249,900	Entered	Aug 22/07	Sqft Unfin.	0
		Status Chgd	Nov 30/07	Bedrooms	2
Sale Price	\$225,000	Sale Date	Nov 6/07	Bathrooms	2
Current \$ Per Sqft	\$276.44	Days on Mrkt	78	Ensuites	1
\$ Sold Per Sqft	\$248.89			Kitchens	1
				Total # Rooms	6

Fabulous SW facing unit. Open floor plan w/ sundeck overlooking quiet, private setting. Large kitchen w/ breakfast bar. Living room boasts large windows. 2 bdrms, 2 baths, laundry room w/ storage. Great complex close to everything. Listed By: RE/MAX ALL POINTS REALTY GRP.



MULTIPLE LISTING SERVICE®

MLS® OFFICE USE ONLY	
DATE	LISTING MLS# NO.

MULTIPLE LISTING CONTRACT

BETWEEN: SHEILA GAFFNEY **AND:** RE/MAX All Points Realty Grp.
HAROLD GAFFNEY (LISTING BROKERAGE)
 OWNER(S) ("SELLER")
301 - 9344 CAMERON
 UNIT ADDRESS
BURNABY, B. C.
 CITY
604-422-0077 PC
 TELEPHONE NUMBER CELL NUMBER

1. LISTING AUTHORITY AND TERM:

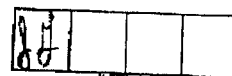
- A. The Seller hereby lists exclusively with the Listing Brokerage the property described in Clause 2 ("Property") from AUGUST / 20 / 2007 (Effective Date) until 11:59 pm on DECEMBER / 31 / 2007 (Expiry Date) unless renewed in writing.
- B. The Seller hereby:
- (i) authorizes the Listing Brokerage to obtain information concerning the Property from any person, corporation or governmental authority, including any mortgagee and British Columbia Assessment, and to share this information with other parties, including members of any real estate board;
 - (ii) authorizes the Listing Brokerage to advertise the Property and to show it to prospective buyers during reasonable hours;
 - (iii) restricts the advertising of the Property to the Listing Brokerage only except where the advertising of the Property by other members of the real estate board of which the Listing Brokerage is a member (hereinafter referred to as the "Board") or any other real estate board has been permitted by the Listing Brokerage;
 - (iv) agrees to allow the Listing Brokerage to place "For Sale" and "Sold" signs upon the Property; and
 - (v) agrees to allow Cooperating Brokerages (as hereinafter defined) to show the Property to prospective buyers.

2. PROPERTY: 312 - 450 BROMLEY STREET
 UNIT NO. ADDRESS OF PROPERTY
COQUITLAM, B. C. V3K 6S5 015-726-339
 CITY/TOWN/MUNICIPALITY POSTAL CODE PID
NWS 3181 LOT 36 DL 113 LD 36 GROUP 1
 LEGAL DESCRIPTION

3. TERMS OF SALE: \$ 249,900 TBA
 LISTING PRICE TERMS

- 4. LISTING SERVICE AND COOPERATING BROKERAGES:** The Seller authorizes the Listing Brokerage:
- A. To list the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to and to cooperate with other brokerages acting for a prospective buyer or, with the written consent of the Seller, as a sub-agent of the Listing Brokerage ("Cooperating Brokerages");
 - B. To publish in the Multiple Listing Service® of the Board, the Multiple Listing Service® of any other real estate board, internet, or anywhere else that the Listing Brokerage selects and has access to, and to share with other parties, including British Columbia Assessment, the information contained in this Contract, the information contained in the Data Input Form and the Seller's Property Disclosure Statement, if applicable, and the sale price of the Property once an unconditional accepted offer exists; and
 - C. To make agency disclosures required of the Listing Brokerage.

- 5. LISTING BROKERAGE'S REMUNERATION:** The Seller agrees:
- A. To pay to the Listing Brokerage a gross commission of 7% FIRST \$100,000.00 2 1/2% ON THE BALANCE of the sale price of the Property, plus applicable Goods and Services Tax and any other applicable tax in respect of the commission (commission + tax = remuneration) if:
 - (i) a legally enforceable contract of sale between the Seller and a Buyer is entered into during the term of this Contract; or
 - (ii) a legally enforceable contract of sale between the Seller and a Buyer who is introduced to the Property or to the Seller, by the Listing Brokerage, a Cooperating Brokerage or any other person including the Seller during the term of this Contract is entered into:
 - (a) within sixty (60) days after the expiration of the term of this Contract; or
 - (b) any time after the period described in (a) where the efforts of the Listing Brokerage or the Cooperating Brokerage were an effective cause; provided, however, that no such commission is payable if the Property is listed with another licensed brokerage after the expiration of the term of this Contract and sold during the term of that listing contract; or
 - (iii) an offer to purchase is obtained from a prospective buyer during the term of this Contract who is ready, willing and able to pay the Listing Price and agrees to the other terms of this Contract, even if the Seller refuses to sign the offer to purchase;
 - B. The remuneration due to the Listing Brokerage shall be payable on the earlier of the date the sale is completed, or the completion date, or where no contract of sale has been entered into seven (7) days after written demand by the Listing Brokerage; and
 - C. That to assist in obtaining a buyer for the Property, the Listing Brokerage will offer to Cooperating Brokerages a portion of the Listing Brokerage's commission in the amount of 3.25% FIRST \$100,000 1.1625 BALANCE of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of that portion of the commission.



Coquitlam, Coquitlam East (VCQCE) Residential Attached
 # 312 450 BROMLEY ST Active

No Photo Available	List Price: \$249,900	Days on Mkt: 12
	List Date: 20-Aug-07	Expiry Date: 31-Dec-07
Previous Price:	Subdiv/Complex: BROOKSIDE COURT	PID: 015-726-339
Original Price: \$249,900	Postal Code: V3K 6S5	Approx Yr Blt: 1990
Meas. Type: Imperial	Frontage:	Age at List Date: 17
Depth/Size:	Frontage Metric:	Type: Apartment Unit
Lot Size SqFt: 0 sq ft	Bedrooms: 2	Zoning: CONDO
Exposure: North	Bathrooms: 2	Taxes: \$1,291 / 2006
Stories in Bldg: 4	Full Baths: 2	GST Incl: N
Flood Plain: No	Half Baths: 0	Tax Incl Utils: N
Fixtures Lsd: No	View: Yes; QUIET PRIVATE YARD	Apprvl Req'd: N
Fixt Removed: N		

Style of Home: Inside Unit	Total Parking: 1	Covered Parking: 1
Construction: Frame - Wood	Parking Stall #: 36	Parking Stall Owned: N
Foundation: Concrete Perimeter	Parking Access: Side	
Exterior: Vinyl	Parking Facilities: Visitor Parking / None	
Rain Screen: No		
Type of Roof: Wood	Dist to Public Trans:	Dist to School/Bus:
Renovations: Other,	Units in Development: 54	Total Units in Strata: 54
Renovation Year: Reno Year:	Locker: Y	Locker #: 36
Flooring: Mixed	Possession: TBA	
Water Supply: City/Municipal	Title to Land: Freehold Strata	
Heat/Fuel: Baseboard / Electric	Seller's Interest: Registered Owner / Court Ordered Sale	
No. of Fireplaces: 0	R/I Fireplaces: 0	Mortgage Info: 0 -
Fireplace Fuel: Other	Property Disclosure: SELLER NOT LIVING IN UNIT / N	
Outdoor Area: Balcony(s)	Bylaw Restrictions: Pets Allowed w/Rest., Rentals Allowed w/Restrictions,	
Mgmt. Co's Name: NORTHWEST MGMT		
Mgmt. Co's Phone: 604-980-4729		
Mo. Maint Charge: \$200.41		

Maint Charge Incl: **Gardening, Garbage Pickup, Management**

Legal: **NWS3181 LT 36 DL 113 LD 36 GRP 1**
 Amenities: **In Suite Laundry, Shared Laundry, Wheelchair Access**
 Features Incl: **Clothes Washer/Dryer/Fridge/Stove/DW**

Site Influences: **Central Location, Cul-de-Sac, Paved Road, Private Setting, Recreation Nearby, Shopping Nearby**

Floor	Type	Dimensions	Floor	Type	Dimensions	Floor	Type	Dimensions
Main F.	Living Room	13'5" X 13'			X			X
Main F.	Dining	11'5" X 8'5"			X			X
Main F.	Kitchen	9' X 8'5"			X			X
Main F.	Master Bedroom	14' X 12'5"			X			X
Main F.	Bedroom	13' X 11'			X			X
Main F.	Laundry	6'5" X 6'			X			X
					X			X
					X			X
					X			X

Floor Area (SqFt):	Total # Rooms: 6	Bathrooms:
Finished Floor Area Main: 904	Finished Levels: 1	1 4 Piece; Ensuite: Y; Level: Main F.
Finished Floor Area Up: 0	Basement Area: None	2 4 Piece; Ensuite: N; Level: Main F.
Finished Floor Area Down: 0	Bsmt Height: 4	3
Finished Floor Area Bsmt: 0	Restricted Age: 5	4
Total Finished Floor Area: 904	# Pets; Cats; Dogs: 1; Cats: Y; Dogs: Y	5
Unfinished Floor Area: 0	# or % Rentals: 7	6
Grand Total Floor Area: 904	Roughed in Plumbing: 8	7
		8

Listing Broker 1: RE/MAX All Points Realty Grp.	604-936-0422	Appointments: Phone L.R. First
Listing Sales Rep 1: Noella Neale	604-805-8001	For Appts Call: NOELLA NEALE
Listing Broker 2:		Appointment Ph: 604-805-8001
Listing Sales Rep 2/3:		
Selling Broker:		Occupancy: Owner
Selling Sales Rep:		
Selling Broker 2:	Owner: S&H GAFFNEY	
Selling Sales Rep 2/3:		
Commission: 3.255% ON 1ST \$100,000/1.1625% ON BAL		

Realtor Remarks: **Court ordered sale, please allow time for access & acceptance.**

Fabulous SW facing unit. Open floor plan w/ sundeck overlooking quiet, private setting. Large kitchen w/ breakfast bar. Living room boasts large windows. 2 bdrms, 2 baths, laundry room w/ storage. Great complex close to everything.

APPRAISAL OF



3 Storey Apartment

LOCATED AT:

#312-450 Bromley Street
Coquitlam, B.C. V3K 6S5

FOR:

Oliver & Company
#202-2963 Glen Drive
Coquitlam, BC V3B 2P7

BORROWER:

AS OF:

November 21, 2007

BY:

Eric Linquist
BA (Commerce) CRA

This is Exhibit "A" referred to in the
 affidavit of Sandy Walkie
 sworn before me at Coquitlam BC
 this 21ST day of November, 2007

[Signature]
 A Commissioner for Taking Affidavits
 for British Columbia

2

RESIDENTIAL APPRAISAL REPORT		"FULL" FORM									
Client Ref #: Client: Oliver & Company Attention: Keith Oliver Address: #202-2963 Glen Drive Coquitlam, BC, V3B 2P7 E-mail: rkolaw@gmail.com Phone: 604 464-5585 Fax: 604 357-1435 Other intended users (by name or type): Applicant Name:		File #: #723 312-450 Bromley Appraiser: Eric Linquist Company: Linquist R.E. Appraisals Address: Unit Z - 2700 Barnet Highway Coquitlam, BC, V3B 1B8 E-mail: elinquist@sutton.com Phone: (604) 942-7209 Fax: (604) 648-9285									
Address of Property: #312-450 Bromley Street Coquitlam Province: B.C. Postal Code: V3K 6S5											
PROPERTY & NEIGHBORHOOD DATA											
LEGAL DESCRIPTION: NWS 3181, LT 36 DL 113 LD 36 GRP 1 MUNICIPALITY AND DISTRICT: Coquitlam ASSESSMENT: LAND \$ 135,000 IMP \$ 71,800 TOTAL \$ 206,800 yr 2007 TAXES \$ 1,291 yr 2006 PURPOSE OF APPRAISAL: <input checked="" type="checkbox"/> To estimate market value or <input type="checkbox"/> Other (describe) INTENDED USE OF APPRAISAL: <input type="checkbox"/> Financing or <input checked="" type="checkbox"/> Other (describe) Foreclosure Purposes PROPERTY RIGHTS APPRAISED: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Condominium <input type="checkbox"/> Cooperative <input checked="" type="checkbox"/> Other (describe) Strata Is the subject a fractional interest, physical segment or partial holding? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (if yes, see comments elsewhere in this report) OCCUPIED BY: Owner <input checked="" type="checkbox"/> Tenant <input type="checkbox"/> Vacant <input type="checkbox"/> HIGHEST AND BEST USE: <input checked="" type="checkbox"/> As improved or <input type="checkbox"/> Other (describe) Note: If Highest and Best Use is not the current use, or not the use reflected in the report, see comments attached.											
<table border="0" style="width:100%;"> <tr> <td style="width:33%;"> NATURE OF DISTRICT <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Rural <input type="checkbox"/> Commercial/Industrial <input type="checkbox"/> Mixed Comments: </td> <td style="width:33%;"> TREND OF DISTRICT <input checked="" type="checkbox"/> Improving <input type="checkbox"/> Stable <input type="checkbox"/> Transition <input type="checkbox"/> Deteriorating <input type="checkbox"/> Other </td> <td style="width:33%;"> CONFORMITY OF SUBJECT OF SUBJECT AGE OF SUBJECT Newer Older <input checked="" type="checkbox"/> Similar 17 Years CONDITION Superior Inferior <input checked="" type="checkbox"/> Similar SIZE Larger Smaller <input checked="" type="checkbox"/> Similar Comments: </td> </tr> <tr> <td colspan="2"> % AREA BUILT UP 100 % </td> <td> DEMAND <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor </td> </tr> </table>			NATURE OF DISTRICT <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Rural <input type="checkbox"/> Commercial/Industrial <input type="checkbox"/> Mixed Comments:	TREND OF DISTRICT <input checked="" type="checkbox"/> Improving <input type="checkbox"/> Stable <input type="checkbox"/> Transition <input type="checkbox"/> Deteriorating <input type="checkbox"/> Other	CONFORMITY OF SUBJECT OF SUBJECT AGE OF SUBJECT Newer Older <input checked="" type="checkbox"/> Similar 17 Years CONDITION Superior Inferior <input checked="" type="checkbox"/> Similar SIZE Larger Smaller <input checked="" type="checkbox"/> Similar Comments:	% AREA BUILT UP 100 %		DEMAND <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor			
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SUMMARY: include market appeal, value trends and apparent adverse influences in area, if any (e.g. railroad tracks, unkempt properties, major traffic arteries, hydro facilities, anticipated public or private improvements, commercial/industrial sites, landfill sites etc.) No adverse influences in the area. Subject property is conveniently located near shopping with easy access to the 401 Freeway. Popular East Coquitlam location.											
SITE DATA											
SITE DIMENSIONS: N/A SITE AREA: N/A CONFIGURATION: TOPOGRAPHY: Flat											
<table border="0" style="width:100%;"> <tr> <td style="width:33%;"> FEATURES: <input checked="" type="checkbox"/> Paved Road <input checked="" type="checkbox"/> Sidewalk <input checked="" type="checkbox"/> Street Lights Comments: PARKING: <input checked="" type="checkbox"/> Garage <input type="checkbox"/> Driveway <input type="checkbox"/> Other Secured underground parking CURB APPEAL: Excellent Good <input checked="" type="checkbox"/> Average Fair Poor </td> <td style="width:33%;"> UTILITIES: <input checked="" type="checkbox"/> Telephone <input checked="" type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input checked="" type="checkbox"/> Municipal Water <input type="checkbox"/> Private Well <input type="checkbox"/> Other ELECTRICAL: <input checked="" type="checkbox"/> Underground <input type="checkbox"/> Other EASEMENTS: <input checked="" type="checkbox"/> Utility <input type="checkbox"/> Access Other unknown </td> <td style="width:33%;"> DRIVEWAY: <input type="checkbox"/> Private <input checked="" type="checkbox"/> Mutual <input type="checkbox"/> Single <input type="checkbox"/> Double <input type="checkbox"/> None LANDSCAPING: <input type="checkbox"/> Excellent <input type="checkbox"/> Average <input type="checkbox"/> Poor <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> None </td> </tr> </table>			FEATURES: <input checked="" type="checkbox"/> Paved Road <input checked="" type="checkbox"/> Sidewalk <input checked="" type="checkbox"/> Street Lights Comments: PARKING: <input checked="" type="checkbox"/> Garage <input type="checkbox"/> Driveway <input type="checkbox"/> Other Secured underground parking CURB APPEAL: Excellent Good <input checked="" type="checkbox"/> Average Fair Poor	UTILITIES: <input checked="" type="checkbox"/> Telephone <input checked="" type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input checked="" type="checkbox"/> Municipal Water <input type="checkbox"/> Private Well <input type="checkbox"/> Other ELECTRICAL: <input checked="" type="checkbox"/> Underground <input type="checkbox"/> Other EASEMENTS: <input checked="" type="checkbox"/> Utility <input type="checkbox"/> Access Other unknown	DRIVEWAY: <input type="checkbox"/> Private <input checked="" type="checkbox"/> Mutual <input type="checkbox"/> Single <input type="checkbox"/> Double <input type="checkbox"/> None LANDSCAPING: <input type="checkbox"/> Excellent <input type="checkbox"/> Average <input type="checkbox"/> Poor <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> None						
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ZONING: RM2 PRESENT USE: Owner Occupied DOES IT CONFORM TO CURRENT ZONING? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (See comments) COMMENTS: (Includes any positive and negative features such as conformity with zoning, effects of known easements, known restrictions on title, such as judgements or liens, effects of assemblage, any known documentation of environmental contamination, etc.) No Title Search has been undertaken. Appraisal assumes that no easements adversely affect market value. The subject property has sunny southern exposure and faces the quiet landscaped grounds.											
DETAILED DESCRIPTION OF IMPROVEMENTS & COSTS											
Year Built (est'd): 1990 Effective Age: 17 years Remaining Economic Life (est'd): 48 years Construction Complete: Percentage Complete: Holdback Recommended: Yes No Comments:											
<table border="0" style="width:100%;"> <tr> <td style="width:33%;"> FLOOR AREA: Source Strata Plan Main 904 Second Third Total 904 Sq. M. Sq. Ft. <input checked="" type="checkbox"/> </td> <td style="width:33%;"> BASEMENT: <input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> Crawl Space Total Area Sq. M. Sq. Ft. <input checked="" type="checkbox"/> </td> <td style="width:33%;"> DESIGN: <input type="checkbox"/> One Storey 1-1/2 Storey <input type="checkbox"/> Split Level 2 Storey <input checked="" type="checkbox"/> Other 3 Storey Apartment </td> </tr> <tr> <td> CONSTRUCTION: <input checked="" type="checkbox"/> Wood Frame <input type="checkbox"/> Brick <input type="checkbox"/> Stone <input type="checkbox"/> Concrete Other </td> <td> TYPE OF BUILDING: <input type="checkbox"/> Detached <input type="checkbox"/> Semi-Detached <input type="checkbox"/> Row/Townhouse <input checked="" type="checkbox"/> Apartment <input type="checkbox"/> Other </td> <td> ROOFING: <input type="checkbox"/> Asphalt Shingle <input checked="" type="checkbox"/> Wood Shingle <input type="checkbox"/> Tar & Gravel <input type="checkbox"/> Metal <input type="checkbox"/> Other Approx. Age 17 years Source: Assumed </td> </tr> <tr> <td colspan="2"> EXTERIOR FINISH: <input type="checkbox"/> Brick Veneer <input type="checkbox"/> Solid Brick <input type="checkbox"/> Stone Veneer <input type="checkbox"/> Solid Stone <input type="checkbox"/> Stucco <input type="checkbox"/> Wood Siding <input checked="" type="checkbox"/> Aluminum Siding <input type="checkbox"/> Vinyl Siding <input type="checkbox"/> Insulbrick <input type="checkbox"/> Other </td> <td></td> </tr> </table>			FLOOR AREA: Source Strata Plan Main 904 Second Third Total 904 Sq. M. Sq. Ft. <input checked="" type="checkbox"/>	BASEMENT: <input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> Crawl Space Total Area Sq. M. Sq. Ft. <input checked="" type="checkbox"/>	DESIGN: <input type="checkbox"/> One Storey 1-1/2 Storey <input type="checkbox"/> Split Level 2 Storey <input checked="" type="checkbox"/> Other 3 Storey Apartment	CONSTRUCTION: <input checked="" type="checkbox"/> Wood Frame <input type="checkbox"/> Brick <input type="checkbox"/> Stone <input type="checkbox"/> Concrete Other	TYPE OF BUILDING: <input type="checkbox"/> Detached <input type="checkbox"/> Semi-Detached <input type="checkbox"/> Row/Townhouse <input checked="" type="checkbox"/> Apartment <input type="checkbox"/> Other	ROOFING: <input type="checkbox"/> Asphalt Shingle <input checked="" type="checkbox"/> Wood Shingle <input type="checkbox"/> Tar & Gravel <input type="checkbox"/> Metal <input type="checkbox"/> Other Approx. Age 17 years Source: Assumed	EXTERIOR FINISH: <input type="checkbox"/> Brick Veneer <input type="checkbox"/> Solid Brick <input type="checkbox"/> Stone Veneer <input type="checkbox"/> Solid Stone <input type="checkbox"/> Stucco <input type="checkbox"/> Wood Siding <input checked="" type="checkbox"/> Aluminum Siding <input type="checkbox"/> Vinyl Siding <input type="checkbox"/> Insulbrick <input type="checkbox"/> Other		
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Client Reference No: File No: #723 312-450 Bromley

WINDOW SASH/GLAZING: Aluminum/Double **OFFICI APPARENT:** X No Yes **OVERALL EXTERIOR CONDITION:** Above Avg. X Average Below Avg. Poor

Comments:

DESCRIPTION OF IMPROVEMENTS AND PROPS

CEILING: Drywall	WALLS: Drywall	FINISH: X Drywall Plaster Paneling Other	OVERALL INTERIOR COND.: Good Fair X Average Poor
FOUNDATION WALLS: X Poured Concrete Concrete Block Concrete Slab Brick/Stone	BATHROOMS (#): 2-pc Good 3-pc X Average 2 4-pc Poor 5-pc Custom	HEATING: Forced Air X Baseboard Hot Water Other Fuel Type Electric WATER HEATER: X Gas Electric Other	BUILT-INS & EXTRA FEATURES: Garbage Disposal Oven X Dishwasher Stove Central Air Air Cleaner Vacuum Whirlpool Swimming Pool Sauna Solarium Skylights Fireplace(s) Garage Opener Security System Other
INSULATION: X Ceiling Basement X Walls Crawlspace Other	FLOORING: X W-W Carpet X Sheet Vinyl Softwood Vinyl Tile Hardwood X Ceramic Linoleum Other	CLOSETS: Good Fair X Average Poor	BEDROOMS (#): 1 Large 1 Small Average
PLUMBING LINES: Copper PVC/Plastic Galvanized ABS Mixed	ELECTRICAL: Fuses X Breakers Comments:	Rated capacity of main panel: Adequate amps	

BASEMENT FINISHES, UTILITY: N/A
GARAGES/CARPORTS: 1 Underground stall
DECKS, PATIOS, OTHER IMPROVEMENTS: Sundeck off of Livingroom
COMMENTS: (Building, appearance, quality, condition, services, extras, anticipated public or private improvements, etc.): See Attached Addendum

	FORMAL APPROACH				COST APPROACH			
	MAIN	SECOND	THIRD	BASEMENT	Source of Cost Data:	Manual	Contractor	Other
Total Rooms					Land Value			\$ N/A
Entrance	1				Building	Cost New	Depreciated Cost	
Living	1				Cost	@ \$	0	\$
Dining	1				Garage			\$
Kitchen	1				Basement Finish			\$
Full Bath	2				Other Extras			\$
Part Bath								\$
Bedroom	2							\$
Family					Total Replacement Cost		0	\$
Laundry	1				Less: Accrued Depreciation	%	0	\$
Others					Indicated Value			\$
					VALUE BY COST APPROACH (rounded)			\$ 0

NOTE: The construction cost estimates contained herein were not prepared for insurance purposes and are invalid for that use. The Cost Approach is not applicable when appraising strata type dwelling units.

ITEM	DIRECT COMPARISON APPROACH						
	SUBJECT PROPERTY		No. 1		No. 2		No. 3
Address	Desc.	Desc.	Adjmt	Desc.	Adjmt	Desc.	Adjmt
#312-450 Bromley Str	#208-450 Bromley Street	#216-932 Robinson Street	#114-535 Blue Mountain Str.				
Coquitlam	Coquitlam	Coquitlam	Coquitlam				
Top Floor	No	No	No	No	No	No/Better Locat.	
M.L.S. Listing No. (if appl)	V664980	V655239		V654383		V663780	
Days on Market	93	6		4		4	
Date of Sale	May 5/98	June 26/07		June 17/07		Aug. 15/07	
Sale Price	125,000	230,000		241,900		219,000	
Site Size	N/A	N/A		N/A		N/A	
Size L.F.A.	904 sq. ft.	835 sq. ft.	+3,000	980 sq. ft.	-3,000	888 sq. ft.	
Age / Condition	17 yrs. / Av.	17 yrs. / Good	-8,000	14 yrs. / Av. +	-5,500	22 yrs. / Av.	+3,000
Building Type & Style	3 Storey Apt.	3 Storey Apt.		3 Storey Apt.		3 Storey Apt.	
Rooms / Bedrooms / Baths	3 / 2 / 2	3 / 2 / 2		3 / 2 / 2		3 / 2 / 1.5	-2,000
Basement	N/A	N/A		N/A		N/A	
Garage / Parking	1 Underground Stall	1 Stall		1 Stall		1 Stall	
Other Corner unit	Yes	No	+4,000	Yes		Yes	
Fireplace	None	No		1 Woodburning	-2,500	None	
Adjusted Values		G:5.7% N:0.4%	231,000	G:4.5% N:-4.5%	230,900	G:2.3% N:0.5%	220,000

Reconciliation/Conclusions: See Attached Addendum

VALUE BY THE DIRECT COMPARISON APPROACH (rounded): \$ Market Value Range \$220,000-231,000. Point Value \$225,000

FINAL ESTIMATE OF VALUE / COMMENT ON REASONABLE EXPOSURE TIME Exposure time to the market is estimated at 0- 60 days on the Multiple Listing Service with industry average commissions.

History and analysis of known current Agreements for Sale, prior sales, options, listings or marketing of the Subject in the past year (including sources of the data and information): None Known

This appraisal report represents the following value (if not current, see comments): X Current Retrospective Prospective

Update of report completed See Attached Addendum

4

Client Reference No:

File No: #723 312-450 Bromley

SCOPE OF THE REPORT

The scope of the appraisal encompasses the due diligence undertaken by the appraiser (consistent with the terms of reference from the client, the purpose and intended use of the report) and the necessary research and analysis to prepare a report in accordance with the Canadian Uniform Standards of Professional Appraisal Practice of the Appraisal Institute of Canada. The following comments describe the extent of the process of collecting, confirming and reporting data and its analysis, describe relevant procedures and reasoning details supporting the analysis, and provide the reason for the exclusion of any usual valuation procedures.

The appraiser has been asked by Keith Oliver of Oliver & Company to conduct a full appraisal on the property for the purpose of estimating market value. It is the intention of the client to use the appraisal for Foreclosure Purposes. This report cannot be used for any other purpose without the permission of the appraiser. Any use which a third party makes of this report or any reliance on or decisions to be made based on it are the responsibility of such third parties. Ljquist Enterprises Ltd. and Eric Ljquist accept no responsibility for damages if any suffered by any third parties as a result of decisions made or actions based on this report. All sales data have been verified through information provided by the Real Estate Board of Greater Vancouver's Multiple Listing Service. No secondary source of verification of sales data has been undertaken.

DEFINITION OF MARKET VALUE

The most probable price which a given property should bring, assuming a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus.

Note: If other than market value is being appraised, see comments attached.

DEFINITION OF HIGHEST AND BEST USE

The reasonably probable and legal use of the property, that is physically possible, appropriately supported, and financially feasible, and that results in the highest value.

The Certification that appears in this appraisal report is subject to the following conditions:

ORDINARY ASSUMPTIONS & LIMITING CONDITIONS:

1. This report is prepared at the request of the client and for the specific use referred to herein. It is not reasonable for any other party to rely on this appraisal without first obtaining written authorization from the client, the author and any supervisory appraiser, subject to the qualification in paragraph 10 below. Liability to any person other than the client, designated intended users and those who obtain written consent is expressly denied and, accordingly, no responsibility is accepted for any damage suffered by any such person as a result of decisions made or actions based on this report. Diligence by all intended users is assumed.
2. Because market conditions, including economic, social and political factors, change rapidly and, on occasion, without warning, the market value estimate expressed as of the date of this appraisal cannot be relied upon as of any other date except with further advice from the appraiser confirmed in writing.
3. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. No registry office search has been performed and the appraiser assumes that the title is good and marketable and free and clear of all encumbrances including leases, unless otherwise noted in this report. The property is appraised on the basis of it being under responsible ownership.
4. The subject property is presumed to comply with government regulations including zoning, building codes and health regulations and, if it doesn't comply, its non-compliance may affect market value.
5. No survey of the property has been made. Any sketch in the appraisal report shows approximate dimensions and is included only to assist the reader of the report in visualizing the property.
6. This report is completed on the basis that testimony or appearance in court concerning this appraisal is not required unless specific arrangements to do so have been made beforehand. Such arrangements will include, but not necessarily be limited to, adequate time to review the appraisal report and data related thereto and the provision of appropriate compensation.
7. Unless otherwise stated in this report, the appraiser has no knowledge of any hidden or unapparent conditions of the property (including, but not limited to, its soils, physical structure, mechanical and other operating systems, its foundation, etc.) or adverse environmental conditions (on it or a neighbouring property, including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable. It has been assumed that there are no such conditions unless they were observed at the time of inspection or became apparent during the normal research involved in completing the appraisal. This report should not be construed as an environmental audit or a detailed property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the appraiser. The author makes no guarantees or warranties, express or implied, regarding the condition of the property, and will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist.
8. The appraiser obtained information, estimates and opinions that were used in the preparation of this report from sources considered to be reliable and accurate and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of items that were furnished by other parties.
9. The opinions of value and other conclusions contained herein assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner. Further inspection may be required to confirm completion of such work.
10. The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the Canadian Uniform Standards of Professional Appraisal Practice ("the Standards") and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body.
11. The appraiser has agreed to enter into the assignment as requested by the client named in the report for the use specified by the client, which is stated in the report. The client has agreed that the performance of this appraisal and the report format is appropriate for the intended use.
12. Written consent from the author and supervisory appraiser, if applicable, must be obtained before any part of the appraisal report can be used for any purpose by anyone except the client and other intended users identified in the report and, where the client is the mortgagee, its insurer and the borrower, if he or she paid the appraisal fee. Written consent and approval must also be obtained before the appraisal (or any part of it) can be altered or conveyed to other parties, including mortgagees other than the client and the public through prospectus, offering memoranda, advertising, public relations, news, sales or other media.

13. Other See Attached Addendum

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Client Reference No:

File No: #723 312-450 Bromley

EXTRAORDINARY ASSUMPTIONS & LIMITING CONDITIONS:

An extraordinary assumption is a hypothesis, either supposed or unconfirmed, which, if not true, could alter the appraiser's opinions and conclusions (e.g. an absence of contamination where such contamination is possible, the presence of a municipal sanitary sewer where unknown or uncertain). An extraordinary limiting condition is a necessary modification or exclusion of a Standard Rule which must be explained and justified by the appraiser (e.g. exclusion of a relevant valuation approach). The appraiser must conclude before accepting the assignment which involves invoking an Extraordinary Limiting Condition that the scope of the work applied will result in opinions and conclusions which are credible. Both must accompany statements of each opinion/conclusion so affected. Appraisal assumes that the Buildings in the strata plan are structurally sound and that all working components of the unit ie: furnace, plumbing, etc. are in good working order relative to their age. Appraisal assumes that all data from the Multiple Listing Service used in the analysis of the comparables is accurate as no secondary verification of this data has taken place. Appraisal assumes that any approved or proposed Special Assessments will be paid by the Seller.

HYPOTHETICAL CONDITIONS:

Hypothetical conditions may be used when they are required for legal purposes, for purposes of reasonable analysis or for purposes of comparison. Common hypothetical conditions include proposed improvements and prospective appraisals. For every Hypothetical Condition, an Extraordinary Assumption is required (see above). An analysis based on a hypothetical condition must not result in an appraisal report that is misleading, or that relies on actions or events that would be illegal or improbable within the context of the assignment. Following is a description of each hypothetical condition applied to this report, the rationale for its use and its effect on the result of the assignment.

JURISDICTIONAL EXCEPTION:

The Jurisdictional Exception permits the appraiser to disregard a part or parts of the Standards determined to be contrary to law or public policy in a given jurisdiction and only that part shall be void and of no force or effect in that jurisdiction. The following comments identify the part or parts disregarded, if any, and the legal authority justifying this action.

I certify that to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
3. I have no past, present or prospective interest or bias with respect to the property that is the subject of this report and no personal interest or bias with respect to the parties involved with this assignment, except as specified herein.
4. My engagement in this assignment is not contingent upon developing or reporting a predetermined result, upon the amount of value estimate, upon a direction in value that favours the cause of the client, upon the attainment of a stipulated result or upon the occurrence of a subsequent event.
5. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards of Professional Appraisal Practice.
6. I have the knowledge and experience to complete this assignment competently. Except as herein disclosed, no other person has provided me with significant professional assistance in the completion of this appraisal assignment.
7. The Appraisal Institute of Canada has a mandatory Recertification Program for designated members. As at the date of this report, the requirements of this program have been fulfilled.

SUPERVISORY APPRAISER'S CERTIFICATION:

If a supervisory appraiser has signed this appraisal report, he or she certifies and agrees that "I directly supervised the appraiser who prepared this appraisal report, and having reviewed the report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certification and am taking full responsibility for the appraisal and the appraisal report."

PROPERTY IDENTIFICATION

Address #312-450 Bromley Street City Coquitlam Province B.C. Postal Code V3K 6S6
Legal Description NW/4, 3101 LT 36 DL 119 LD 36 GRP 1

AS A RESULT OF MY APPRAISAL AND ANALYSIS OF APPLICABLE DATA AND RELEVANT FACTORS, IT IS MY CONCLUSION THAT THE MARKET VALUE OF THE INTEREST IN THE SUBJECT PROPERTY DESCRIBED IS \$ 225,000 AT November 21, 2007 (Effective Date of the Appraisal)

APPRAISER: *Eric Linquist*
Signature: _____
Name: Eric Linquist
Designation: BA, CRA
Date Signed: November 21, 2007
If Inspected, Date of Inspection: November 21, 2007
License Info (where applicable): _____

SUPERVISORY APPRAISER (If applicable)
Signature: _____
Name: _____
Designation: _____
Date Signed: _____
If Inspected, Date of Inspection: _____
License Info (where applicable): _____

NOTE: For this appraisal to be valid, an original or EDI signature is required.

ATTACHMENTS: Additional Sales _____ Sketch Addendum _____ Narrative Addendum _____
Photo Addendum _____ Map Addendum _____ Assumptions / Limiting Conditions _____
Other Comparables _____ Other _____

ADDENDUM

Borrower:	File No.: #723 312-450 Bromley
Property Address: #312-450 Bromley Street	Case No.:
City: Coquitlam	Province: B.C.
Lender: Oliver & Company	Postal Code: V3K 6S5

Further Scope of the Report

In the event this is a Strata Titled property the appraiser has not read or reviewed the Financial Statements, Form "B", Minutes of any Strata Meetings, Bylaws or rules and regulations of the Strata Corporation in conducting this appraisal. The appraiser has been told by the Listing Agent that there are Special Assessments either approved or proposed by the Strata Corporation. Appraiser assumes that these approved or the proposed Special Assessments will be paid by the Seller and not the Buyer. Appraiser recommends that all users of this report conduct their own due diligence in regards to reading these documents.

Description of Improvements

The subject property is a 17 year old two bedroom 904 square foot apartment. The interior of the apartment has had little updating over its 17 years however it has been recently looked after and has no deferred maintenance. Its overall interior condition is considered average (See pictures).

Comments on Sales Comparison

Decent comparable properties were available for analysis. Analysis of the comparable properties support the estimated market value. All trade offs between the subject and the comparables have been thoroughly analysed when estimating the market value. Presently the Real Estate Market is stable with the demand for homes being equal to the existing supply on the market.

Environmental Addendum

The appraiser is not aware of any environmental hazards relating to this existing use and is not qualified to comment on the current environmental condition of the property. No hazardous substances were called to the attention of, nor did the appraiser become aware of such, during the property inspection. This appraiser has no knowledge of the existence of such material on or in the property unless otherwise stated. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. For the purpose of this report the property has been valued assuming that it is free of any environmental hazards or contamination. If any further clarification in this regard is required it is suggested that an environmental assessment report be prepared.

Market Value Comments

The best available comparable sales have been selected with respect to date of sale, location, size, age, condition, style and special features of the improvements. However, if adjustments are large, at least one of these factors differs significantly between the subject and the comparable sale.

Despite the careful selection of comparable sale data, the heterogeneous nature of the local residential real estate market dictates that such variances are not uncommon, especially when the subject property may be a typical and/or there has been a relatively low volume of recent sales to select from within the subject neighbourhood and adjacent or similar neighbourhoods. While comparables that require no adjustments are actively sought, they are relatively infrequently found. However, the integrity of the comparable sales is maintained by reasonable and appropriate adjustments. If any adjustments are made, the comparable sales can accurately reflect the market value estimate for the subject and the focus should, therefore, not be on net, gross or line adjustments, but on the reasonableness and appropriateness of the adjustments. Homes with extraordinary features such as swimming pools, saunas, tennis courts, elaborate built-in equipment, waterfront, golf course amenities, etc., require large individual line and gross/net adjustments. As adjustments are accurate and properly abstracted from the marketplace, subsequent value indication is no less accurate than instances where small adjustments are required.

Extraordinary Assumptions and Limiting Conditions

An extraordinary assumption is a hypothesis, either supposed or unconfirmed, which, if not true, could alter the appraiser's opinions and conclusions (e.g. an absence of contamination where such contamination is possible, the presence of a municipal sanitary sewer where unknown or uncertain). An extraordinary limiting condition is a necessary modification or exclusion of a Standard Rule which must be explained and justified by the appraiser (e.g. exclusion of a relevant valuation approach). The appraiser must conclude before accepting the assignment which involves invoking an Extraordinary Limiting Condition that the scope of the work applied will result in opinions and conclusions which are credible. Both must accompany statements of each opinion/conclusion so affected. Appraisal assumes the home is structurally sound and that all working components of the apartment and buildings i.e. furnace, electrical, plumbing, etc. are in good working order relative to their age. Appraisal assumes that all data from the Multiple Listing Service used in the analysis of the comparables is accurate as no secondary verification of this data has taken place.

SCOPE OF THE REPORT, DISCLOSURES & DEFINITIONS

SCOPE OF THE REPORT

The scope of the appraisal encompasses the due diligence undertaken by the appraiser (consistent with the terms of reference from the client, the purpose and intended use of the report) and the necessary research and analysis to prepare a report in accordance with the Canadian Uniform Standards of Professional Appraisal Practice of the Appraisal Institute of Canada. The following comments describe the extent of the process of collecting, confirming and reporting data and its analysis, describe relevant procedures and reasoning details supporting the analysis, and provide the reason for the exclusion of any usual valuation procedures.

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The most probable price which a given property should bring, assuming a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus.
Note: If other than market value is being appraised, see comments attached.

DEFINITION OF HIGHEST AND BEST USE

The reasonably probable and legal use of the property, that is physically possible, appropriately supported, and financially feasible, and that results in the highest value.

Having got those conditions from Keith Oliver of Oliver and Co, his client, Eric Linqvist gave Keith Oliver -- the conservative and sure sale price.

ASSUMPTIONS & LIMITING CONDITIONS

The Certification that appears in this appraisal report is subject to the following conditions:

ORDINARY ASSUMPTIONS & LIMITING CONDITIONS:

1. This report is prepared at the request of the client and for the specific use referred to herein. It is not reasonable for any other party to rely on this appraisal without first obtaining written authorization from the client, the author and any supervisory appraiser, subject to the qualification in paragraph 10 below. Liability to any person other than the client, designated intended users and those who obtain written consent is expressly denied and, accordingly, no responsibility is accepted for any damage suffered by any such person as a result of decisions made or actions based on this report. Diligence by all intended users is assumed.
2. Because market conditions, including economic, social and political factors, change rapidly and, on occasion, without warning, the market value estimate expressed as of the date of this appraisal cannot be relied upon as of any other date except with further advice from the appraiser confirmed in writing.
3. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. No registry office search has been performed and the appraiser assumes that the title is good and marketable and free and clear of all encumbrances including leases, unless otherwise noted in this report. The property is appraised on the basis of it being under responsible ownership.
4. The subject property is presumed to comply with government regulations including zoning, building codes and health regulations and, if it doesn't comply, its non-compliance may affect market value.
5. No survey of the property has been made. Any sketch in the appraisal report shows approximate dimensions and is included only to assist the reader of the report in visualizing the property.
6. This report is completed on the basis that testimony or appearance in court concerning this appraisal is not required unless specific arrangements to do so have been made beforehand. Such arrangements will include, but not necessarily be limited to, adequate time to review the appraisal report and data related thereto and the provision of appropriate compensation.
7. Unless otherwise stated in this report, the appraiser has no knowledge of any hidden or unapparent conditions of the property (including, but not limited to, its soils, physical structure, mechanical and other operating systems, its foundation, etc.) or adverse environmental conditions (on it or a neighbouring property, including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable. It has been assumed that there are no such conditions unless they were observed at the time of inspection or became apparent during the normal research involved in completing the appraisal. This report should not be construed as an environmental audit or a detailed property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the appraiser. The author makes no guarantees or warranties, express or implied, regarding the condition of the property, and will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist.
8. The appraiser obtained information, estimates and opinions that were used in the preparation of this report from sources considered to be reliable and accurate and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of items that were furnished by other parties.
9. The opinions of value and other conclusions contained herein assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner. Further inspection may be required to confirm completion of such work.
10. The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the Canadian Uniform Standards of Professional Appraisal Practice ("the Standards") and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body.
11. The appraiser has agreed to enter into the assignment as requested by the client named in the report for the use specified by the client, which is stated in the report. The client has agreed that the performance of this appraisal and the report format is appropriate for the intended use.
12. Written consent from the author and supervisory appraiser, if applicable, must be obtained before any part of the appraisal report can be used for any purpose by anyone except the client and other intended users identified in the report and, where the client is the mortgagee, its insurer and the borrower, if he or she paid the appraisal fee. Written consent and approval must also be obtained before the appraisal (or any part of it) can be altered or conveyed to other parties, including mortgagees other than the client and the public through prospectus, offering memoranda, advertising, public relations, news, sales or other media.
13. Other See Attached Addendum

THIS IS EXHIBIT "C" ATTACHED TO THE ASSESSMENT OF HAROLD GAFFNEY SWORN JANUARY 2008 IN CITY OF VANCOUVER PROVINCE OF B.C.

Assessment Roll Report

A COMMISSIONER FOR TAKING AFFIDAVITS IN B.C.

Disclaimer

This information is obtained from various sources and is determined as of the specific dates set out in the Assessment Act. As a result, BC Assessment cannot warrant that it is current or accurate, and provides it for your convenience only. Use of this information without verification from original sources is at your own risk.

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Report Date: Jan 03, 2008 **Report Time:** 12:12:25 PM
Folio: **For:** PN70970
Roll Year: 2008 **Roll Number:** 12152-436
Area: 10 **Jurisdiction:** 305
School District: 43
Neighbourhood: 585 - STRATAS - CAPEHORN/RIVER HTS
Property Address: #312 450 BROMLEY ST COQUITLAM BC V3K 6S5
Owner Name: HAROLD CECIL GAFFNEY **# of Owners:** 2
Owner Address: 312-450 BROMLEY ST COQUITLAM BC V3K 6S5
Document No: BA449049
PID: 015-726-339
Legal Description: Strata Lot 36, Plan NWS3181, District Lot 113, Group 1, New Westminster Land District

ASSESSMENT July 2007 released in Oct. 2007

2008 Value

Property Class	Improvement	Land
Residential	\$70100	\$164000

Total Actual Value: \$234100

2007 Value

Property Class	Improvement	Land
Residential	\$71800	\$135000

Total Actual Value: \$206800

2006 Value

Property Class	Improvement	Land
Residential	\$73500	\$88200

Total Actual Value: \$161700

Manual Class: D702 - Strata Apartment - Frame
Actual Use: 030 - Strata-Lot Residence (Condominium)
Tenure: 01 - Crown-Granted

ALR:

Land Dimension: **Land Dimension Type:**

Sales:

Number	Description
#1	A SINGLE PROPERTY, IMPROVED SALE occurred on 28 Nov 2006. This was a CASH sale and the price was 92,500. The document # was BA449049.
#2	A SINGLE PROPERTY, IMPROVED SALE occurred on 16 Jun 2005. This was a CASH sale and the price was 92,500. The document # was BX5949.
#3	A SINGLE PROPERTY, IMPROVED SALE occurred on 15 Jun 1998. This was a CASH sale and the price was 125,000. The document # was BM167595.

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- #4 A SINGLE PROPERTY, IMPROVED SALE occurred on 29 Aug 1994. This was a CASH sale and the price was 145,000. The document # was BH318000.
- #5 A SINGLE PROPERTY, IMPROVED SALE occurred on 24 Nov 1992. This was a CASH sale and the price was 132,500. The document # was BF455758.
- #6 A SINGLE PROPERTY, IMPROVED SALE occurred on 19 Jul 1990. This was a CASH sale and the price was 117,000. The document # was AD176275.

Additional Owners:

SHEILA FRANCES GAFFNEY
301-9344 CAMERON ST BURNABY BC V3J 1L9

Associated PIDs:



NO. S102880
 NEW WESTMINSTER REGISTRY

IN THE MATTER OF THE PARTITION OF PROPERTY ACT, AND IN THE
 APPLICATION BY SHEILA GAFFNEY FOR THE SALE OF #312 - 450 BROMLEY
 STREET, COQUITLAM, BC

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

SHEILA FRANCES GAFFNEY

PETITIONER

AND:

HAROLD CECIL GAFFNEY

RESPONDENT

ORDER

BEFORE THE HONOURABLE)	MONDAY THE 26TH
)	
MR JUSTICE BERNARD)	DAY OF NOVEMBER, 2007

THE APPLICATION of the Petitioner having come on for hearing at New Westminister, on the day and date above, AND UPON HEARING R. Keith Oliver Esq., of Counsel for the Plaintiff and the Respondent Harold Gaffney in person;

THIS COURT ORDERS:

1. Approval of the contract of sale dated November 6th, 2007, for the sale of the lands and premises located at #312 - 450 Bromley Street, in the City of Coquitlam, and described as;

Parcel Identifier 015-726-339

NWS 3181, LOT 36, DL 113, LDNW36, GROUP 1

(the "Lands and Premises")

- 2 -

to Mariana Oviedo Ovando, and Brent Tremain, ("the purchasers") for the sum of \$225,000.00.

2. Upon lodging a Court Certified copy of this Order in the New Westminster Land Title Office together with a letter from the solicitor for the Petitioner authorizing such registration and subject to the terms of the said Order, the Lands and Premises be conveyed to and vest in the Purchasers, in fee simple, free and clear of any estate, right, title, interest, equity of redemption and other claims of the parties, subject only to the reservations, provisos, exceptions and conditions expressed in the original grant or grants thereof from the Crown.

3. Upon lodging a Court Certified copy of this Order for registration in the manner set out above and upon payment of the purchase price, the Respondent, and all persons claiming through him or any person in possession on his behalf shall deliver up vacant possession of the Lands and Premises to the Purchasers by 12:00 p.m. on December 15th, 2007.

4. The net purchase price after adjustments shall be paid to R. KEITH OLIVER, solicitor for the Petitioner in trust.

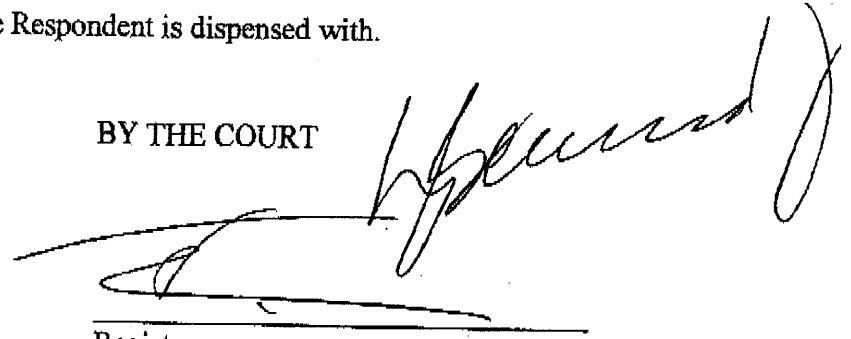
5. The Petitioner shall have her costs at scale B.

6. The solicitor for the Petitioner shall disburse the net sale proceeds as follows:

- a) firstly, to clear all financial charges registered against the title.
- b) secondly, to pay one half of the remaining net proceeds to the Petitioner.
- c) thirdly, to pay the Petitioner's costs, both here and in the Court of Appeal, after Assessment or agreement of the Respondent.
- d) Fourthly, to pay the balance remaining, if any, to the Respondent.

7. Approval of this Order by the Respondent is dispensed with.

BY THE COURT



Registrar

APPROVED AS TO FORM:



R. Keith Oliver, Esq.
Counsel for the Petitioner



Vol 930 Fol 186
ENTERED

NOV 26 2007

NEW WESTMINSTER
REGISTRY

COPY

IN THE SUPREME COURT OF BRITISH COLUMBIA

Date: 20071126
Docket: S102880
Registry: New Westminster

Between:

Sheila Frances Gaffney

Petitioner

And:

Harold Cecil Gaffney

Respondent

Before: The Honourable Mr. Justice Bernard

Oral Reasons for Judgment

In Chambers
November 26, 2007

Counsel for the Petitioner

K. Oliver

Appearing on his own behalf

Harold Gaffney

Place of Trial/Hearing:

New Westminster, B.C.

[1] **THE COURT:** The application before me today is a relatively narrow one. It is simply to approve the sale of the condominium which is the former matrimonial home of the parties, Mr. Gaffney and Mrs. Gaffney. This matter was last before the court about a week ago, in front of Madam Justice Ballance. It was adjourned to today's date to give the petitioner an opportunity to obtain an appraisal of the property, and that appraisal has been obtained.

[2] The appraisal is in evidence, it is the only appraisal in evidence, and the appraisal values the property between \$220,000 and \$231,000.

[3] There is evidence of an offer that has been made in the amount of \$225,000, with the sale to complete on December 14th, 2007, with possession to take place December 15th, 2007. The offer is considered a "clean" offer; that is, there are no "subject-tos" to the offer and the offer simply needs court approval at this point in time.

[4] The application today is in furtherance of an order of Mr. Justice Crawford made in April 2007, and that order, among other terms, directed the partition and sale of this property. It is evident by Mr. Gaffney's submissions that he is unhappy with that order and many of the other orders in this matter. He has put before the court a litany of what he considers to be past wrongs and injustices which have led to not only the order of Mr. Justice Crawford, but, I suppose, other orders in this matter.

[5] There is one other offer in evidence, and that is the offer of Mr. Lehoux; however, it doesn't meet the status, if I can put it that way, of the offer of Ms. Ovando

and Mr. Tremain, in the sense that it comes with a number of, "subject-to" clauses. It is questionable at best, it seems, as a result of that, if not other aspects.

[6] What is before me is evidence of an appraisal done by someone qualified to do appraisals. The appraisal is based upon, as Mr. Oliver points out, comparables which are sales rather than mere listings. That, perhaps, is an important distinction between what Mr. Gaffney is putting before the court and what the appraiser based his appraisals upon.

[7] I am satisfied that the appraisal is a reasonable one. The offer in this case falls at the midpoint of the appraisal and, as the parties said, there are no other concerns with respect to this offer. It is to "complete" on December 14th, 2007, with possession the next day. There are no "subject-tos" with this offer.

[8] In addition to the order approving the sale of the property to Marianna Ovando and Brent Tremain for \$225,000, the petitioner seeks an order that the net sale proceeds, after payment of real estate commission, taxes and all registered charges, are to be paid to the petitioner's lawyer, Oliver & Company, in trust.

[9] There is also an application for costs of these proceedings. In the Notice of Motion the costs sought are special costs; however, Mr. Oliver has amended that and he is only seeking costs on what I presume is Scale B.

[10] In addition, the petitioner is seeking an order that the net sale proceeds from the respondent's one-half interest in the property are to be used to pay the costs due to the petitioner in this action and the costs awarded to the petitioner in Court of

Appeal File No. 035077, and finally, an order that the balance of the proceeds, if any, is to be paid to the respondent Harold Gaffney.

[11] In addition to these four orders which are sought, the petitioner has a concern, as a result of Mr. Gaffney's statements, that he may not provide vacant possession. He is seeking, I gather, a corollary order that Mr. Gaffney provide vacant possession before the possession date of December 15th, 2007.

[12] I have listened to Mr. Gaffney carefully and reviewed the evidence. I am satisfied that the petitioner has put before the court the evidence required to have the orders it seeks and I make those orders as stated in the Notice of Motion. I add to them the corollary order that Mr. Gaffney provide vacant possession of the premises in question by no later than December 15th, 2007.

[13] MR. OLIVER: My Lord, I had drafted an order. It doesn't, of course, include the corollary vacant possession. The -- I wonder if I might have the order as drafted today and I'll submit a separate -- completely separate order to Your Lordship in respect of the vacant possession.

[14] THE COURT: Yes.

[15] MR. OLIVER: And, similarly, on that one I'm seeking the dispensing with Mr. Gaffney's signature.

[16] THE COURT: Yes, I see that. Yes, I am prepared to make that order.

[17] MR. OLIVER: Thank you.

[18] THE CLERK: Excuse me, My Lord, would the dispense of signature be for both orders, then?

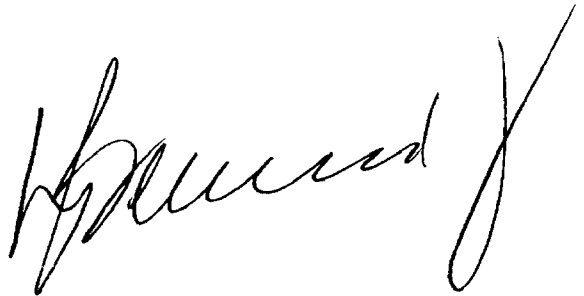
[19] THE COURT: Yes.

[20] THE CLERK: Thank you.

[21] MR. OLIVER: Yeah. Thank you, My Lord.

[22] THE COURT: All right. Thank you.

Bernard J.

A handwritten signature in black ink, appearing to read "Bernard J. Oliver". The signature is written in a cursive style with a large, sweeping initial "B" and a long, trailing flourish at the end.

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OLIVER AND CO

PAGE 06/08

OLIVER & CO.
BARRISTERS AND SOLICITORS

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

202 - 2943 GLEN DRIVE
COQUITLAM B.C.
CANADA V3B 2P7
FAX: (604) 357-1435
TELEPHONE: (604) 464-5585

December 12, 2007

Our File No. 4798.001/RKO

Registrar
Land Titles Office
New Westminster, BC

Dear Sir:

**Re: SCBC Action Number S102880 - New Westminster Registry
Between Sheila Frances Gaffney, Petitioner
And Harold Cecil Gaffney, Respondent
PID 015-726-339 Strata Lot 36 District Lot 113 Group 1
New Westminster District Strata Plan NW3181**

We act as solicitor for the Petitioner, Sheila Frances Gaffney. Judgment was granted November 26th, 2007 ordering the sale of the subject property to Mariana Oviedo Ovando and Brent Tremain. This letter is to authorize you to accept for registration a certified copy of that Court Order transferring the property to and vesting in those purchasers without further instrument of transfer of discharge, free and clear of all right, title, interest, encumbrances, liens, charges and equities of redemption of the Petitioner and the Respondent and all persons claiming by, through or under them.

Yours truly,



R. KEITH OLIVER

RKO:sw

"To consider soberly" is easier to discuss. Generally, this means to consider thoughtfully and with due deliberation. There are two kinds of judicial decisions. In straightforward cases, of which there are a great many, a judge may be able to reach a decision during the course of the trial or hearing. In such cases, the waiting case load makes it necessary for the judge to give an oral decision — in the courtroom — or to reserve decision overnight, or for a few days to think about the case and to collect together all relevant thoughts, and then to deliver an oral judgment. In some cases, detailed consideration of points of law is unnecessary. If a judge concludes that it was the plaintiff rather than the defendant who ran the red light, there may be no reason to delay giving judgment. In these situations, the giving of an oral decision will satisfy Socrates' advice. In 1997 the Court of Appeal gave oral judgments in 72% of its criminal law cases, and in 53% of its civil law cases.

Difficult cases, on the other hand, are seldom decided from the bench. Curiously, and we think wrongly, the law does not seem to require judges to give reasons for their decisions,³ but they usually do so when deciding difficult kinds of cases, by way of carefully prepared, written Reasons for Judgment. The sober consideration urged by Socrates begins during the hearing but is concentrated during the preparation of Reasons. These are sometimes too long, but detailed explanations may assist the parties (and perhaps an appeal court) to understand why the case was decided the way it was.

Finally, rather than appearing to avoid what some might think is the thrust of this Socratic admonition, we hasten to add that we do not believe "soberly" in this context refers to judicial sobriety. It goes without saying that sobriety is indeed an essential judicial requirement.

"To decide impartially" is the highest obligation of every judge. Until recently, this requirement was considered simplistically and only from the perspective of bias or favouritism towards, or association with, a party to the litigation. Stringent rules have been formulated about the circumstances under which judges should or must disqualify themselves from hearing a case. Easy examples are when the judge owns shares in a corporate litigant, or when the judge as a lawyer acted for a party involved in the case, or when the judge has a family or close relationship with a party or lawyer involved in the case. In all such cases the judge must step aside to allow another judge to hear the case.⁴ See [1997] 1 S.C.R. 742 is the case reference

These rules, like all parts of the common law, are much discussed in legal writings but are not stated in any rules of judicial conduct. Many think the unwritten rules are precise enough and sufficiently understood that there is no need to have them reduced to written form. Written Codes of Judicial Conduct have been adopted in most U.S. states, and the Canadian Judicial Council has recently approved a Statement of Ethical Principles for the guidance of all judges. A copy of this important document may be found on the Council's Home Page:

<http://www.cjc-ccm.gc.ca/>

"Judges ought to be more learned than witty." This is as true today as it ever was. Apart from the need for judges to keep quiet most of the time⁵ the courtroom is no place for feeble attempts at humour, especially at the expense of a lawyer, party or witness. Occasionally, a witty comment may be helpful in defusing tense moments, but generally speaking, it is wise to remember the admonition of an old judge who, when asked by a newly appointed judge whether it was permissible to be humorous in the courtroom, the older judge replied "Yes," and then he added, "but it better be funny!" Most judges notice early in their careers that everyone usually laughs politely at judicial attempts at humour, good or bad. No judge should believe that the quality of his or her wit has been enhanced by an appointment to a bench.

"Judges ought to be more reverend than plausible." To be reverend means to be worthy of reverence or respect. Respect, of course, can only be earned. We take Bacon's "plausible" to mean popular. However, judges are not engaged in a popularity contest. In fact, judges often have to make unpopular decisions. Superficial decisions will often be popular. Bacon's advice is well-taken.

"Judges ought to be more advised than confident." We take this to mean that judges should be learned in the law and life, and that they should listen carefully to the evidence and the arguments of counsel in preference to their own beliefs or first impressions. Often it is wise to beware of the obvious and to refrain from acting too quickly

IMPROPRIETY AND THE APPEARANCE OF IMPROPRIETY IN ALL ACTIVITIES

A. A judge should respect and comply with the law and should act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary.

B. A judge should not allow family, social, or other relationships to influence judicial conduct or judgment. A judge should not lend the prestige of the judicial office to advance the private interests of others; nor convey or permit others to convey the impression that they are in a special position to influence the judge. A judge should not testify voluntarily as a character witness.

C. A judge should not hold membership in any organization that practices invidious discrimination on the basis of race, sex, religion, or national origin.

COMMENTARY

Canon 2A. Public confidence in the judiciary is eroded by irresponsible or improper conduct by judges. A judge must avoid all impropriety and appearance of impropriety. A judge must expect to be the subject of constant public scrutiny. A judge must therefore accept restrictions that might be viewed as burdensome by the ordinary citizen and should do so freely and willingly. The prohibition against behaving with impropriety or the appearance of impropriety applies to both the professional and personal conduct of a judge. Because it is not practicable to list all prohibited acts, the proscription is necessarily cast in general terms that extend to conduct by judges that is harmful although not specifically mentioned in the Code. Actual improprieties under this standard include violations of law, court rules or other specific provisions of this Code. The test for appearance of impropriety is whether the conduct would create in reasonable minds, with knowledge of all the relevant circumstances that a reasonable inquiry would disclose, a perception that the judge's ability to carry out judicial responsibilities with integrity, impartiality, and competence is impaired.

Canon 2B. The testimony of a judge as a character witness injects the prestige of the judicial office into the proceeding in which the judge testifies and may be misunderstood to be an official testimonial. This Canon, however, does not afford the judge a privilege against testifying in response to an official summons. Except in unusual circumstances where the demands of justice require, a judge should discourage a party from requiring the judge to testify as a character witness.

A judge should avoid lending the prestige of judicial office for the advancement of the private interests of the judge or others. For example, a judge should not use the judge's judicial position to gain advantage in litigation involving a friend or a member of the judge's family. In contracts for publication of a judge's writings, a judge should retain control over the advertising to avoid exploitation of the judge's office.

A judge should be sensitive to possible abuse of the prestige of office. A judge should not initiate the communication of information to a sentencing judge or a probation or corrections officer but may provide to such persons information in response to a formal request. Judges may participate in the process of judicial selection by cooperating with appointing authorities and screening committees seeking names