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Reply to Attention of: DENNIS D.G. MILNE

Our File No.:

Your File No.:

November 30, 1981

DOUBLE REGISTERED MAIL

A.E. LePAGE WESTERN LTD.
2043 WEST 41ST Avenue
VANCOUVER, B.C.

Dear Sirs:

RE: SALE OF 1840 & 1844 West 1st Avenue
Vancouver, B.C.
GURDEV GILL to FRASER, LAM & FIELDS
INTERIM AGREEMENT DATED May 27th, 1981

This will advise that we are solicitors for Dr. Gill. On or about May 27th, 1981 Dr. Gill entered into an Interim Agreement for the sale of the above mentioned property for the sum of \$152,000.00.

Mrs. Lee and another employee of your firm represented that the sum of \$152,000.00 was a fair market value for the lands and recommended that my client accept the purchasers' offer. Five days after entering into the Interim Agreement the property was appraised and it was ascertained that this property had a value of between \$225,000. and \$250,000.00.

Investigations indicate that your Mrs. Lee was the salesperson involved in connection with the purchase of the adjoining property the year before by the same purchasers for \$236,000.00. It is quite clear from all evidence and equally quite clear by your own representations that they knew what the true value of the property was and yet failed to disclose this information to Dr. Gill. This is clearly in breach of your duties and but for the representations made or the failure to disclose, one thing is clear, Dr. Gill never would have signed the Interim Agreement.

A.E. LePAGE WESTERN LTD.

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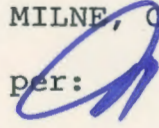
My client was sued by the purchasers for specific performance. Notwithstanding that he successfully defended that action on technical grounds, he has suffered substantial damages and expense not recoverable in that action, including solicitor and client fees, appraisal fees, both totalling \$17,387.44.

This amount my client claims against your firm and our instructions are that if immediate arrangements are not made by your firm to pay this claim we are to institute proceedings in the Supreme Court of British Columbia for damages.

We shall expect to here from you or your solicitors within 5 days of receipt of this letter, failing which we will commence Court Action.

Yours truly,

MILNE, CARMICHAEL, CORBOULD & TODD

per: 

DENNIS D.G. MILNE

DDGM:cs