

From: **Larry Lee**

Date: Apr 12, 2007 1:39 PM

Subject: Tel Con Angela-Christina RE-PC mortgage no #103134255 fraudulent mortgage on 56 Ravenscliffe Court, Brampton.

To: [christina.pucci@cibc.com](mailto:christina.pucci@cibc.com)

**PRIVATE AND CONFIDENTIAL TO CHRISTINA PUCCI FROM LARRY AND ANGELA LEE-**

Dear Christina Pucci,

This morning you stated once you received information from us, you would be able to investigate this matter and not to worry about the problem. I told you that CIBC's lawfirm had obtained a judgment on my home and I was not even aware of a court date to appear to defend ourselves.

I have had time to look over the information regarding the fraudulent mortgage on my home. I apologize if I jump around in this email. This has not been a good experience for us and has created tremendous pain and suffering for us. Our communications to the bank has been a terrible experience. In the eyes of PC bank, we have always been in the wrong. And **according to OBSI reports that were suppose to be given to us regarding investigations were never forwarded to us. This prevented us from getting any assistance from OBSI.**

We had conversations with Pc financials in May 2004- We were told that the mortgage holder had directed PC financials not to give us any financial information on the mortgage account. We were lucky to even get this information. We sent faxes to PC financial regarding our position- there wasn't suppose to be a mortgage on the property at 56 Ravenscliffe court. At this point we contacted Dash the lawyer and he stated he would resolve the matter. We tried to also resolve the matter and found out that something was wrong at the lawfirm. At a later date we were told that the lawfirm of Prouse Dash and Crouch was in conflict of interest.

All we know was in August 2006, the manager for Customer Service for PC bank had contacted us and told us we were not responsible for the mortgage because it was not in our names, and couldn't talk to us further. He now tells us by email that he didn't call or leave the message. He did leave a message and I had people listen to it. To add, he also called and spoke to Larry Lee prior to calling Larry's home and leaving the voice message. A judgment was also put on our home without us having an idea that a day was set for us to attend court. We had no idea all this was happening! We believed that the agreement that Verdun Bigelow made which stated he was responsible for his own loans had taken place and we had nothing to do with the loan.

Summary;-

In short, a mortgage was taken on my home without our permission. The person who took out the mortgage took my home illegally using paperwork that was not authorized by us. This person took our home using the aid of a law firm in Brampton. This person is an unknown to us or our family. Angela only saw him once and Larry saw him twice. He came with his nephew Randy Bigelow to buy a mine and offered our lawyer David Dash of Prouse Dash and Crouch to pay off my home as payment for the mine he was buying. We do know that he was to use his own home as security for his loan for buying the mine. This is how we have the information on his home!

We do not know this Verdon Nelson Bigelow or Verdun Bigelow or what other names he goes by. He, Verdun Bigelow approached my lawyer David Dash LLB in Nov 2003. Dash is now deceased. I was told by David Dash that this Verdun Bigelow was interested in purchasing a mine I was selling. Dash had arranged with Verdun Bigelow to pay for the mine by paying off the existing mortgage on my home. The balance Verdun Bigelow would send soon as a down payment and to cover costs. On 7th Nov 2003 erroneous papers were

signed. We did not agree with it and ordered David Dash to destroy them because it didn't reflect the sale of a mine. In place we had papers signed by Verdun Bigelow stating that he would not use any papers signed on Nov 7, 2003 at Dash's office. And the agreement also states that if Verdun Bigelow does not fulfill the purchase and sales agreement with the mine, he would be responsible for my losses and any loans he took out personally. Verdun Bigelow signed it and agreed to it. We have witness to prove it and the agreement.

The Purchase and Sales agreement for the mine was made and signed in Nov 2003. Agreement states clearly that Verdun Bigelow would be responsible for all loans he takes out regarding purchasing the mine as it relates to paying off my mortgage. Paying our existing mortgage as payment was his idea and the lawyer agreed to it. If he, Verdun Bigelow didn't go through with buying the mine, after the cooling off period (Dec 2003), he would be liable for our losses. (sensitive data regarding the mine and etc was released to Verdun Bigelow-- this commitment required a serious buyer... End users for the mine product had also been given this data and this is why the agreement was made. Verdun Bigelow understood all this at the lawyer's office. He would be liable for all losses and penalty plus costs as agreed.) We would not be held liable for any of his loans.

Angela Lee sold the mine to Verdun Bigelow. She was selling the mine for Ulrich Kretschmar. Angela followed the advice of Ulrich who was the mine owner. Mr Kretschmar advised us to use OPM; (other people's money.) Mr Kretschmar knew Verdun Bigelow was the buyer. Mr. Kretschmar then stated he was busy with a big deal and said he wanted to sell the mine to Angela Lee so that she would benefit from the sale to Verdun Bigelow. Mr. Kretschmar delivered a signed purchase and sales agreement to Angela. Mr. Kretschmar stated he would do anything it took to sell the mine...he said what ever it took he would do it. Mr. Kretschmar told her that she was not to use her own money but use OPM. Mr. Kretschmar understood and knew Verdun Bigelow was the buyer. Mr Kretschmar met with Verdun and his nephew Randy and Larry Lee at the mine site. Verdun and Randy Bigelow blasted the mine for samples and later was happy with the result. The CEO of Federal White Cement, George Dumei had already stated he would buy all the mine would produce. In a meeting between George Dumei, Larry Lee and Verdun Bigelow in Brampton Ontario, George agreed to purchase the total output from the mine. (this is the 2nd time Larry ever saw Verdun Bigelow.) There was never a mention of cancelling the mine sale.

Verdun Bigelow agreed to pay off our mortgage for the mine. Mr Kretschmar was aware of the sale to Verdun Bigelow. We, Larry and Angela corresponded and met with Mr.Kretschmar and told him that somehow there is a problem with names and something else and that the lawyer Dash was handling the matter. Dash didn't want us to worry and stated he would resolve the matter. In Spring of 2004 Mr. Kretschmar cancelled the agreements knowing full well that he had already received money for the mine and could not do so. Angela Lee had refused the cancellation and until now firmly states that the Purchase and sales agreement to Verdun Bigelow is valid because Mr. Kretschmar has taken money to seal the deal. (Note--Unknown to us, Mr Verdun Bigelow and Mr.Kretschmar had made a side deal May 17, 2004 and we recently uncovered it. They did it once it was known that we were in a dilemma, Mr. Verdun Bigelow and Mr.Kretschmar made arrangements to deal together cutting us out completely. The day before Ulrich cancelled, he had faxed us a permit on May 5th 2004 which was important for the mine.) Even with this side agreement, Verdun Bigelow is still bound to the Purchase and Sales agreement he signed and acknowledged--he will be responsible for any loans he takes out.

The problem now is CIBC and PC financials have held us responsible for the loan taken by VERDON NELSON BIGELOW...a judgment was put on our home in Oct 2006 and we were never informed of the date. The lawyer Darryl Singer LLB who was acting on our behalf has stated to us that he did not correspond with the bank's lawfirm KRMC. Laura White sent a letter to Shawn Brignolio of PC financials (we got the letter from him.) In that letter she sent it to a lawyer who we consulted with regarding this whole mess...Ms White stated that she informed Darryl Singer of the judgement court date who represented himself as our lawyer. We did see and speak with Darryl Singer till August 2006 and since then we have not been able to get hold of him. In a recent fax to his new employment he refuted the fact that any correspondence had taken place between him and KRMC.

We also have the nephew Randy Bigelow who sent a letter recently stating that his uncle came to Brampton solely to purchase a mine and nothing else. Instead Randy now says that Verdun Bigelow his uncle had stolen our home and committed fraud.. He had talked to his uncle who does not care.

The person came to us as Verdun Bigelow and instead of paying off our loan, he took a mortgage out on our home using the name Verdon Nelson Bigelow. My husband and I were ill at the time and we didn't find out until later. We believed and relied on David Dash the lawyer who was handling the payment to us to resolve his mistake. Mr Dash was ill in 2003 and 2004. Us trying to get anyone in his firm to handle our situation was difficult. When Dash did return our calls he would say that he was handling the matter. He informed us in Nov 2004 that he was terribly ill and was taking time till Spring 2005 before he could face any files...let alone ours. Dash was suffering from leukemia, had bone marrow transplant and cancer.

In late spring 2005 another lawyer Robert Patterson from Dash's office called us with strange requests. He was acting on behalf of this Verdun Bigelow person. He was telling us things that made us very uncomfortable because they were of a threatening nature. He also mentioned the mine in the conversation. He told us that Verdun had sued us and won a judgment against us. We had no idea what he was talking about and told him it was nonsense, we'd talk to Dash. We didn't understand what was wrong. We personally visited the law office and found out that Dash had passed away. We found out about this first after having being told this by a police officer. We were in shock and didn't know what to do. Every lawyer we went to after told us to go back to Prouse Dash and Crouch.

2005 (early Summer )we visited the lawfirm again and were told that we were victims of mortgage fraud. Dash's partner Richard Prouse told us he didn't have our files and stated that we should take title back. We told him to talk to Pc financials and sent him email advising him to do that. We could not get anyone at PC bank to talk to us.

After having no luck in talking to PC bank and only being able to make 3 cash payments to CIBC at the end of 2005, we went back to the law firm to speak to Richard Prouse who again advised us to take title back in Jan 2006. His statement to us was that once we took title back, we were not responsible for anything to do with Verdun Bigelow. Note debit payments were cancelled by bank without letting us know...we tried to make payments till we could resolve the matter or get someone at the bank to talk to us. At all times the bank Pc would not talk to us. They said it was not our mortgage. If I had known that I could speak with you or the president at that time, I would have done so. We were in deep depression and suffering from severe stress. We even asked Richard Prouse to go to the police, or crown attorney with us in 2005 and 2006--he said there was no need and we would not be responsible or have any thing to do with Verdun Bigelow.

At the end of 2005, the bank manager at the Conestoga branch in Brampton refused payments from us, and embarrassed Larry Lee into leaving the bank. They refused his payments to keep the illegal mortgage on our home current. He informed the manager that he was defrauded and his home was at risk if the payment didn't take place. She still refused the cash he gave her. It was done in front of everyone at the bank. Before this, a debit payment was put in place by Dash's firm to pay for this loan. We didn't authorize this but only found out later when it was too late. This debit as stated was cancelled by the bank without notice of us.

Note-- We confronted the lawyer David Dash in 2004 to find out the situation and why we were paying??? He only assured us not to worry and he would resolve the matter. He did say our mortgage had been paid off. Then we felt his talk to Verdun Bigelow was getting somewhere because Verdun Bigelow sent money. The instructions we received was to use the money till the mistake was resolved. We had no idea and trusted that everything was going well and that it was a mistake and Verdun Bigelow and David Dash our lawyer would resolve the matter as soon as they could.

David Dash was ill and in and out of hospital at the time (we only knew this in Nov 2004 when he called us to tell us he would resolve the matter in Spring 2005, when he would be well again to handle the matter with Verdun Bigelow. All we knew then was there was a mistake, Verdun Bigelow's paying off our mortgage had to be resolved,

In Jan 2006 we took the advice of Richard Prouse, Dash's partner and took title on our home. He stated we would not be responsible for Verdun's loan. **This was the first time Larry Lee had used the Power of Attorney for Verdun Bigelow.** We found out that a POA existed when we did a title search on our home in 2005. We purchased title insurance and it showed no CIBC mortgage on our home. In April 2006, I contacted the lawyer who sold me the title insurance and instead of helping us to resolve and obtain title insurance's help, he reprinted another policy and demanded we destroy the original policy.

Since then we have recently obtained papers from title insurance which shows a mortgage was put on my home in Jan, 2004. The papers also showed a signature that looks like Larry Lee as attorney for Verdun Bigelow used in Dec 31, 2003 to authorize funds for the mortgage. This is not Larry's signature and the date is another problem. The POA for this Verdun Bigelow was also registered Jan 6 2004. How could a mortgage be let to VerdOn Nelson Bigelow using a POA dated and registered Jan 6 2004 for a VerdUn Bigelow, signed Dec 2003 ?

Thank you for your time taken to read and investigate the problem set out in our email.