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EXHIBIT "A"

File No.1002-225

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CONFIDENTIAL

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VIA FACSIMILE 604.941.6207

Dear Mr Dempsey:

Re: R. v. Erwin Singh BRAICH
Information No. 69750-1-T (the "Charges")

My apologies for the lateness of this letter. As you will see, there is a tremendous amount of information to digest, and Mr Braich and others had to be consulted to confirm every point herein.

For some time now, I have been telling you I would provide you with sufficient reasons to stay the above charges, and that I would do so by way of brief or report. In accordance with our recent discussions, I write to update you in terms of the progress I am making on the matter and my intended brief to you, since I will not be in a position to make full representations to you until mid January, thereby necessitating a further adjournment of the fixing of dates.

In this letter, I will provide you some background and, in general terms, the basis of the abuse of process motion. Since I am still compiling them, I have not included documents. Should you wish to review certain documents before I have finished my full brief, I will make them available to you.

I note again that this is only an interim brief provided to you by way of letter for purposes of gaining your consent to adjourn the fixed date hearing of 20 December 2006. I anticipate we will be having some discussions on this matter after Christmas.

1. ISSUES

My investigation to date has focused on the following issues:

A. Brian McLean and possibly Steve Postman were in a conflict of interest when representing the alleged principal creditor/co-petitioner while at the same time representing the trustee in bankruptcy, KPMG Inc. In his position of counsel to the trustee in bankruptcy, Brian McLean actively, perfidiously and criminally furthered the interests of Glen Walsh, acting contrary to the interests of the bankrupt and the other creditors, thereby breaching the duties imposed on counsel for the trustee.

B. The Proofs of Claim filed by Brian McLean on behalf of Glen Walsh and Tercon Contractors Ltd, a company apparently controlled by Glenn Walsh, are insufficient to establish a claim in debt and are fraudulent to the extent they are being advanced as proof of debt of Erwin Braich.

C. There are serious procedural flaws, in particular, the failure to have a 1st Meeting of Creditors, as per Order of the Court, the apparently intentional misdirecting and/or late mailing of time sensitive documents by

KPMG, and the unlawful seizure, at the behest of McLEAN and or others, of documents belonging to Erwin Braich.

D. Graham MacKenzie, QC, Erwin Braich's counsel during negotiations with Glen Walsh, became a creditor in the bankruptcy by virtue of an assignment of Erwin Braich's interest in the residue of his late father's estate (the "Estate") to a company controlled by Graham MacKenzie at the time of the negotiations with Glenn Walsh. This transaction, the Clock Assignment, has become a contentious issue in the bankruptcy in a number of ways.

There are numerous other issues and I have a large number of documents yet to review.

2. BACKGROUND

In or around 1997, BRAICH became aware of an opportunity in relation to the Plama Oil Refinery in Pleven, Bulgaria. BRAICH via off shore trusts then acquired 99% of the shares of Plama. The trusts already owned the right to purchase Bulgaria's largest fertilizer plant, Chimco. However more capital was needed to complete the purchase of Chimco and to finance Plama's start-up. At a meeting at Cardero's restaurant in Vancouver in January 1998, Glen WALSH agreed to come in as an investor. In return for his investment of US $2 million he was to receive 25% of Plama's approximately US $28 million in accounts receivable. I will be obtaining affidavits from the persons at the meeting to that effect.

BRAICH had difficulty financing the start up of Plama for several reasons. In the main, his personal assets were effectively frozen in a bitter and protracted divorce and family support payment litigation. This was further compounded by the newly introduced *Family Maintenance Enforcement Act* (FMEA) Therefore BRAICH was willing to have WALSH invest in the deal on extremely favorable terms for WALSH.

BRAICH's intended primary vehicle for financing the Plama start up was Braich Capital Corporation ("BCC"), which intended to raise a large sum of money for the acquisition of Chimco and the start up of Plama in addition to other ventures. Mysteriously, whilst BRAICH and WALSH were negotiating WALSH's further investment, unknown parties contacted the British Columbia Securities Commission ("BCSC") and complained that BRAICH's claims regarding Chimco and Plama were false or at best grossly inflated. BCSC requested BCC voluntarily halt its fundraising until it could confirm the legitimacy of BRAICH's claims regarding Plama and Chimco. In due course, and presumably after investigating the allegation, BCSC allowed BCC to continue raising funds. However, by that time, the opportunity to restart Plama had passed. All of the funds raised towards BCC's intended cap of CAD $150 million were returned to investors, with the exception of only CAD $425,000, by consent of the two investors.

It is unlikely the timing of the BCSC complaint and WALSH's negotiations with BRAICH are unrelated, since WALSH was aware of the impact that BRAICH's divorce litigation and the FMEA had on his liquidity.

BRAICH is the oldest male and widely known as most successful sibling in the Braich family. He took over the family business at age 20 when his father unexpectedly died, leaving behind his estate containing, amongst other things, large parcels of land in Mission (the "Lands"). BRAICH supported and indulged his brothers and helped them out of various difficult situations. His success and support engendered jealousy on the part of his brothers. There have been many lawsuits involving family members against BRAICH directly and as a co-trustee of the Estate. BRAICH has prevailed in all of these actions, which centered on the allegation of mismanagement of the Estate's assets.

Despite prevailing in the litigations, he sometimes paid any outstanding costs of his brothers' failed claims against him. One of the brothers, Herbishan (BOBBY) co-petitioned BRAICH into bankruptcy. BRAICH was a director of Herman Enterprises Ltd. ("ENTERPRISES") one of the family corporate vehicles; the petitioning into bankruptcy effectively worked to remove BRAICH and allowed BOBBY and others to take control of ENTERPRISES. BOBBY is one of two persons who swore affidavits regarding BRAICH's lack of assets relative to debts.

WALSH, through Tercon Contractors Ltd. ("TERCON"), provided US $2 million to BRAICH without any documents fully describing their agreement. We are continuing to investigate TERCON's corporate structure to determine if either TERCON's shareholders and/or parent company were aware of and approved these advances.

As time progressed, funds were needed to restart the Plama refinery. WALSH agreed, in addition to the earlier investment, to provide BRAICH a further CAD $600,000 in 1999. However, Brian McLEAN, who had been acting as counsel for WALSH throughout, sent a letter to Graham MacKENZIE, counsel for BRAICH, wherein he particularizes WALSH's interest as being 25% of the *Carpe Diem Trust.* This had never been discussed nor was it part of the agreement. The offer was rejected, leaving McLEAN in the embarrassing position of having to explain to WALSH why he no longer was able to pursue a 25% share in the refinery's accounts receivables and the corresponding security.

(The *Carpe Diem Trust* is an off shore trust, the beneficiaries of which are BRAICH's children; BRAICH was the sole trustee and this trust, through subsidiaries, owned 99% of Plama and the right to acquire Chimco. Independent of the value of the refinery, this off shore trust had assets in excess of US $250m.)

In addition, as security for the advances as a whole and the further $600,000, McLEAN demanded BRAICH assign his interest in the residue of the Estate. The residue of the Estate today may be worth upwards of CDN $100 million. This figure does not discount the assets for income tax liability. See discussion of MacKENZIE.

In essence McLEAN's letter demonstrated his attempt to exploit BRAICH's untimely illiquidity at the time and need for immediate funding, by attempting to obtain not only an interest in the refinery's accounts receivables and the collateral security but in one of BRAICH's children's trusts, believing BRAICH had no alternative funding options.

3. GRAHAM MacKENZIE, QC

When BRAICH consulted his lawyer, MacKENZIE, about the terms in McLEAN's letter, MacKENZIE, offered to loan BRAICH some money via his family corporate vehicle, Clock Holdings Ltd ("CLOCK"), taking in return the assignment demanded by McLEAN/WALSH for CLOCK. Thus, MacKENZIE put himself into a position of conflict between acting and advising BRAICH and becoming a secured creditor of BRAICH. MacKENZIE did not advise BRAICH to obtain ILA, and contrary to the profession's standard practice, there is no written ILA letter, nor is there a provision for ILA in the written assignment from BRAICH to CLOCK.

It should be noted that the value of the Estate residue is contentious. MacKENZIE and apparently RUSKO are ostensibly of the opinion the Lands are worth approx $750,000, while one of BRAICH's creditors (a large number of BRAICH's creditors are continuing to support and fund BRAICH), Dr Alex PENNER, Deputy Registrar of the College of Dental Surgeons and a director of the Mount Lehman Credit Union, is of the opinion it is worth over CAD $100 million. The disparity is troubling given MacKENZIE's interest and RUSKO's position of trustee.

The contention is that the Lands are worth far more than what MacKENZIE is letting on. Recently, the Braich family have been negotiating with MacKENZIE to purchase the assignment granted him by BRAICH (providing MacKENZIE can get RUSKO to "sell" the interest to CLOCK), to the tune of millions of dollars. This accounts for his October 31st, 2006 letter to RUSKO wherein MacKENZIE makes a pitch to RUSKO to buy out the trustee's interest in the Estate, ie BRAICH's 3/16th. It is interesting to note that MacKENZIE's letter to RUSKO is under MacKENZIE's File No.B6700-015, **B6700** being BRAICH, yet MacKENZIE is writing on behalf of CLOCK.

4. ROBERT RUSKO and KPMG

BRAICH sent a copy of McLEAN's letter (as described above in section 2) to Robert RUSKO of KPMG and repeatedly complained about the problems with WALSH's proof of claim and McLEAN's conflicted position as KPMG's counsel whilst still acting for WALSH. Clearly, as evidenced by McLEAN's letter, the arrangement between WALSH and BRAICH involved WALSH acquiring an equity position in something, not one making BRAICH a debtor. This has been raised with McLEAN and RUSKO on a number of occasions, but has never been refuted by either of them, only ignored. As per Section 43 of the *Bankruptcy and Insolvency Act* (BIA) only debt can give rise to bankruptcy.

Considering that very few debtors (other than WALSH and BRAICH's brother, who, as previously mentioned, had a significant ulterior motive in petitioning BRAICH into bankruptcy) appear to have been interested in pursuing the bankruptcy and were not alleging default, the reliance on s.42(1)(j) - ceasing to meet liabilities generally - is highly

questionable. This is particularly so given KPMG's exclusive reliance on Braich family members' as to BRAICH's state of affairs, considering at least two of the five Braich brothers, including a co-petitioner in bankruptcy, were co-trustees of the Estate. Yet RUSKO complained in writing the Estate's trustees were not responding to requests for information!

While it may be coincidence, McLEAN/KPMG, by characterizing the bankruptcy as pursuant to s.42(1)(j), extended the period in which any of BRAICH's assignments would be deemed to be a fraudulent preference under s.95(1) (normally 3 months) by 6 months. McLEAN probably speculated BRAICH had to get the money somewhere, and that he would have to provide security. At this juncture, McLEAN would have realized he did not have any evidence upon which WALSH could sue BRAICH in debt.

RUSKO and KPMG chose to ignore BRAICH's complaints, other than stating in a letter to BRAICH that they saw nothing wrong with McLEAN continuing to act for KPMG. While KPMG at least acknowledged BRAICH's complain with regard to the issue of McLEAN's conflicted position, the flaws in WALSH's proofs of claim were never addressed. This is understandable, **since counsel for the trustee was also counsel for the creditor whose proof of claim was being questioned**. Pursuant to the BIA, RUSKO/KPMG could, and, in the circumstances, should have applied to the court for direction. They chose not to.

RUSKO and others at KPMG also ignored BRAICH's repeated assertions that there was considerable value in the residue of the Estate, choosing instead to believe certain of the Braich family members. Each of whom was in a legally adverse position with BRAICH and, according to numerous B.C. Supreme Court judgments, not credible in respect of their assertions of BRAICH.

RUSKO and KPMG also propagated the proposition that BRAICH was a poor businessman and ran the family's business into the ground. Clearly, this information came from certain of the Braich brothers, yet on the serveral aforementioned occasions, the B.C. Supreme Court found, based on expert evidence and testimony, that BRAICH was in fact doing a very commendable job of managing the Estates companies.

Dr. Alex Penner, as a creditor, was recently misinformed as to the status of BRAICH and the bankruptcy generally when he contacted RUSKO as late as October of this year - RUSKO told PENNER there was still a warrant for BRAICH's arrest - a clear breach of the duty of the trustee to the creditors.

5. BRIAN McLEAN / STEVE POSTMAN

McLEAN was counsel for WALSH from the onset. In October 1999, he appeared as counsel for WALSH, and Steve POSTMAN appeared for KPMG. In September 2000, POSTMAN appeared for WALSH. In October 2001, McLEAN appeared for KPMG. BRAICH repeatedly complained to KPMG that McLEAN was in conflict. KPMG ought to have removed McLEAN. In fact, a matter as complex and as contentious as the alleged BRAICH bankruptcy deserved the most sophisticated, competent and impartial advisors.

The Supreme Court Arrest Warrant of 12 October 2001, drafted by McLEAN as counsel for KPMG, contains the footer g:\....\files\walsh. Clearly, McLEAN was having difficulty sorting out who his client was, WALSH or KPMG.

Alan BROWN, who apparently articled with one of MacKENZIE's previous firms, appeared for KPMG in May 2003 when McLEAN, on behalf of WALSH, opposed KPMG's application to pay out CLOCK. BROWN is married to Shelley FITZPATRICK, who has been counsel for a number of the Braich brothers and is currently acting for Mrs. Surjeet Braich (BRAICH's mother), in her capacity as a trustee of the Estate. Ms. FITZPATRICK ironically represented BOBBY in support of the bankruptcy petition.

While I will make a case against McLEAN for breach of trust, mischief and public mischief, at this juncture, I do not have any evidence of complicity by POSTMAN in these allegations at this time. It is unclear what firm POSTMAN was working for at the time he appeared for KPMG and less than 1 year later, for WALSH. However, I am still looking for the affidavits sworn in support of the petition, some of which, according to BRAICH, are false or intentionally misleading. Since virtually everything BRAICH has alleged so far has been substantiated by my investigation of this matter to date, I expect the aforementioned documents to be highly "entertaining".

Please be advised that POSTMAN is now employed at the federal Department Of Justice.

McLEAN recently, in an action by the *Peregrine Trust v Gowlings et al* (Action No. 0401-06677, Court Of Queens Bench Of Alberta, Judicial District of Calgary) sent copies of the bankruptcy documents to counsel opposing the Peregrine Trust action. BRAICH is the trustee of the Peregrine Trust, a trust created in British Columbia for the benefit of his children before he was petitioned into bankruptcy. One would think counsel for the trustee would seek to preserve the claimed bankrupt's assets and related interest, instead of attempting to subvert his legal claim by assisting the defendants in the Alberta civil proceedings.

More information on the *Peregrine Trust* v *Gowlings et al* action can be can be viewed at: http://www.prweb.com/releases/Satinder/Gowling/prweb439576.htm

The case law clearly establishes that there is a duty of impartiality of the trustee's counsel respecting the creditors, the trustee and the bankrupt, but that the trustee's counsel has a duty to the bankrupt directly in terms of the assets in trust; KPMG had a duty to remove McLEAN. RUSKO and others were either willfully blind or incompetent with regard to their acceptance of the WALSH proof of claim.

McLEAN was required, as per discussion with presiding Madame Justice Morrison in B.C. Supreme Court in March 2004 (WELLBURN's draft order stipulated McLEAN not examine BRAICH, the entered Order did not) to place himself on a written undertaking not to examine BRAICH, which undertaking he attempted to breach in recent exchange of letters between John FIDDICK (counsel for BRAICH) and McLEAN wherein FIDDICK demands answers as to false and misleading information McLEAN put before the court; McLEAN's response is to ask when he can examine BRAICH. Likewise, McLEAN refused to answer questions with regard to the information that was placed before the court in KPMG/McLEAN's application for the Supreme Court Warrant for Arrest that was issued in October 2001. This Warrant for Arrest was vacated by the B.C. Supreme Court after proper review of all evidence.

It is also interesting to note that although serious time and effort was put into preparing affidavits for everything that transpired in court before the Supreme Court warrant for BRAICH was quashed, no action whatsoever has been taken by WALSH or KPMG to pursue the bankruptcy matter after that date, even though BRAICH was available for any and all legitimate and lawful bankruptcy proceedings.

WALSH'S PROOF OF CLAIM

The 03 March 1998 advance of CDN $1.42 million came from TERCON, not WALSH personally. They are 2 separate legal entities. Even if WALSH could make out a claim in debt, this distinction between the individual and the business entity is a crucial legal point relating to the validity of the bankruptcy claim. RUSKO, David WOOD, Steve BOALES and Darren BIDULKA, all of KPMG, ought to have known this.

The CDN $1.18 million advance of 18 May 1998 is allegedly proven in the proof of claim by a Hambros Bank (Hambros is located in Guernsey) foreign exchange receipt with WALSH as payer and an **unknown payee.** The wire transfers from TERCON to BTC Partners in Texas and Lega Interconsult in Sofia are supplied as proof of payment to BRAICH.

I am concerned that WALSH, if he becomes aware of my allegation, will falsify TERCON's books to reflect that TERCON authorized a shareholder loan/draw just prior to the 11,0000,000 Pounds Sterling being wired into WALSH's Guernsey account and the $60,000 and $70,000 USD wired to Texas and Bulgaria in August of 98.

WALSH didn't sue BRAICH simply because WALSH's evidence is insufficient to make out a claim in debt. There is no assignment of the "debt" from TERCON to WALSH, and nothing to prove the debt to begin with. McLEAN's relationship with KPMG, however, meant McLEAN could further WALSH's interests without having to actually **prove** debt, which, given the evidence, was impossible. The only primary (as opposed to affidavit) documentary evidence in existence to my knowledge **clearly evidences the funds advanced by WALSH/TERCON were for an equity position, not debt**. McLEAN, on WALSH's behalf, sought security for the "advances" and further funds 10 months after they were wired, and that the advances were for an equity position.

NOTICE

There are numerous problems with regard to service and notice. On a number of occasions, mail was sent to an address known to be uninhabited. Date sensitive material, though dated for date x, was post marked x+30 days. It was made clear by BRAICH at the outset that he traveled extensively and could be difficult to reach.

I am advised that BRAICH is getting a transcript of the long meeting of 20 January 2000 at KPMG office at 777 Dunsmuir, Vancouver. After that date the issue of contact was moot; BRAICH attended KPMG and made numerous telephone calls to KPMG/OSB. BRAICH made various demands; relevant to the issue is that BRAICH quite rightly pointed out the shortcomings of the WALSH claim and the McLEAN conflict.

BRAICH, on several occasions, requested copies of a specific court order from KPMG. By that time, the issue of where BRAICH would be properly served had been resolved in that court order. KPMG did not provide the order to BRAICH for many months, although specifically required by the order to do so. BRAICH also demanded copies of WALSH's proof of claim, and was not provided these document's for considerable time.

Further, KPMG continued to send materials to the Cherry Avenue address in Mission, British Columbia even though it was known to KPMG that BRAICH was out of the country for long periods of time attending to business matters. Once proper lines of communication were established, BRAICH remained in contact.

FIRST MEETING OF CREDITORS

There has been no properly constituted first meeting of creditors of BRAICH.

In September 2000, at a discharge hearing that BRAICH opposed in person, the court ordered BRAICH attend a first meeting of creditors, notwithstanding KPMG's objection that there had already been a first meeting of creditors. It is clear from the transcripted Proceedings in Chambers the court was not satisfied that a proper 1st meeting had been held.

The 1st meeting of creditors is vital for the administration of the bankrupt's estate:

> *102.*
> *(5) The purpose of the first meeting of creditors shall be to consider the affairs of the bankrupt, to affirm the appointment of the trustee or substitute another in place thereof, to appoint inspectors and to give such directions to the trustee as the creditors may see fit with reference to the administration of the estate.*

Virtually all powers of the trustee flow from the 1st meeting. Since most acts by the trustee are either dependent on inspector approval or request, and since it is the inspectors who approve the trustee, arguably all acts by the trustee, given the court's order to hold a 1st meeting, are *void ab initio*: see *BIA* Part V, Administration of Estate, as well as, for example ss.21, 30 and 34.

KPMG did not hold another 1st meeting of creditors as ordered by the court.

DFI RAID

In early 2004, a number of US law enforcement authorities became interested in BRAICH, apparently the result of the acts and machinations of McLEAN and others. Washington State Department of Financial Institutions (DFI) entered a hotel room that BRAICH was known to use as his base in the Pacific Northwest and subsequently seized a large number of documents. Some of those documents were sent to the BC Securities Commission without their request, as well as the Alberta Securities Commission.

As confirmed in writing, there is no and was no BCSC or Alberta Securities Commission investigation of BRAICH, with the exception of the aforementioned request by BCSC to BCC to voluntarily cease its fundraising activities on an interim basis.

Cpl ALDER (see below) did not request the seizure or the documents as this must be done in accordance with the *Mutual Legal Assistance Treaty*; Cpl ALDER advised that MLAT would be required for a request to the US to obtain documents: see Royal Canadian Mounted Police website.

The seizure was conducted by way of a subpoena *duces tecum* and is believed, by senior American counsel (a former senior US Federal prosecutor) to be illegal and counsel has an active investigation into potential civil liability for US participants and others involved in the seizure of the documents. After a period of 4 months, the documents were returned. The fact that the documents were returned substantiates counsel's assertion with respect to the illegality of the seizure.

There is evidence that McLEAN contacted the hotel in question prior to the DFI Raid, and that McLEAN had contact with Washington state employees; further evidence shows that while McLEAN was demanding documents from BRAICH and claiming he was not complying with the BIA, he had knowledge that the documents sought had already been seized by US authorities and that BRAICH had no ability to access the documents.

ALDER stated to me that the first time he heard about the DFI raid was when he ran into the DFI investigators at a conference long after the fact, yet McLEAN's correspondence points to ALDER as being his connect with DFI. Frankly, ALDER is the more credible of the two.

LACK OF FULL DISCLOSURE TO ALDER

Cpl ALDER indicated he had not been aware that there were any issues with regard to the WALSH proof of claim or that BRAICH had raised the issue of McLEAN's conflict of interest numerous times. He was also not aware that it was indirectly and directly known to KPMG that BRAICH was traveling on business all over the world and would not receive mail delivered to his home. ALDER also confirmed he did not initiate or have contact with any US authorities in regard to this file. Indeed, ALDER stated he did not know about the DFI seizure until he spoke to a DFI agent at a conference sometime after he left Commercial Crimes for IMET.

Why, if documents relevant to the bankruptcy or the Charges were seized, didn't McLEAN inform Cpl ALDER? Why did ALDER only learn of the DFI raid and associated documents informally, and then by DFI themselves? Was Cpl ALDER not aware of the duplicity of seeking a second Warrant for Arrest of BRAICH in B.C. Provincial Court as there was already in existence a Warrant for Arrest issued by the B.C. Supreme Court? The answer is ALDER was a pawn to McLEAN and KPMG. They fed ALDER select information. For example, ALDER was not aware that the court had ordered another 1st meeting of creditors, which, in my view, is critical to the valid constitution of the trusteeship.

MISCELLANEOUS

BRAICH has submitted a 90 page statement of affairs; an examination by the trustee or the superintendent has not, since the 2000 Order, been sought.

There is a substantial amount of misleading and false information in a number of affidavits and correspondence by MacKENZIE, RUSKO, David WOOD, McLEAN, the Braich brothers and many others, including persons swearing affidavits under their direction.

We can prove that one of the petitioning Braich brothers, BOBBY, signed for registered mail addressed to BRAICH in relation to the bankruptcy and did not deliver this correspondence to BRAICH.

Numerous creditors were solicited. Most did not wish to cooperate. I am advised that soliciting creditors is an offence (as opposed to posting proper notices). I have not researched this point, but will be obtaining affidavits from these individuals.

I am further advised that most if not all of the institutional creditors' (banks) claims are invalid, that is, those debts had been paid off well prior to the petition for bankruptcy. Apparently, none of this was investigated by KMPG.

Circumstantially, why would BRAICH:

- refuse the consent to the discharge of his bankruptcy?
- refuse a recent offer via MacKENZIE to discharge it for $1? (While I have documents to this effect apparently RUSKO is not prepared to put the offer in writing.)
- continue to have the financial support and **goodwill** of his creditors? (I have personally spoken to substantial creditors who are very unhappy with KPMG and are still firmly supporting BRAICH)
- refuse an offer from you to dispose of these matters by way of $500 fine?
- pay MacKENZIE for fees and disbursements (in excess of CDN $67,000 in May 2006) that CLOCK had incurred and was seeking to recover from KPMG and was unsuccessful in recovering from KPMG.
- advise RUSKO, WOOD, BOALES and others on a number of occasions that there was more than enough residual value in the Estate along with his Canadian assets alone to meet his true liabilities?
- be offered a loan and be made a loan by his lawyer MacKENZIE if he was anywhere near a bankrupt position. It is plain to see that MacKENZIE had great insight into BRAICH's activities. Obviously this was the reason KPMG entered into an agreement with MacKENZIE/CLOCK which was ratified by the B.C. Supreme Court.

Why would MacKENZIE be interested in paying a further $200,000 to obtain from KPMG CLOCK's security, ie BRAICH's interest in the Estate when, according to him, it is of little value? And why, if it is of so little value, is the family attempting to purchase that same interest from MacKENZIE (allegedly the latest offer is approximately CDN $3 million).

I am very confident that, with supporting documentation, I will convince the court that a gross abuse of process has occurred in this matter. On the outside chance that I am incorrect in this, looking at the merits, the problems with the 1st meeting of creditors, BRAICH's valid objections to WALSH claim and McLEAN's conflict of interest, collectively they create situation where the actions of the trustee are not in accordance with the BIA and thus not valid. The Crown has a duty to proceed only with cases where there is a substantial likelihood of conviction. This component of the charge approval standard cannot, in my view, be met in light of the above.

My client has paid a very high price for having the audacity to take on KPMG, McLEAN, WALSH and others. By virtue of the warrants (leaving aside the arguable point that BRAICH could have dealt with this matter differently), he was unable to return to Canada for approximately three years, and for that time, was separated from his children. My client's normal bonding process with his children was greatly impeded and he suffered countless other hardships and indignities.

In my view, the Crown must ask itself whether, given the weakness of the Crown's case, coupled with the cost, financial and otherwise, incurred by BRAICH, the Crown can meet the binary requirement that this prosecution also be in the public interest.

Given the persons and the gravity of what is being alleged, perhaps you can understand my hesitance in having our assembled knowledge being made known to those parties that aided and abetted in subverting the BIA procedures to their own purposes.

I look forward to speaking with you on the 20th.

Yours truly,

Nicholas Weigelt
Counsel for Erwin Singh Braich