



BRITISH
COLUMBIA

OPINION

**OF THE CONFLICT OF INTEREST COMMISSIONER
PURSUANT TO SECTION 19(1) OF THE
*MEMBERS' CONFLICT OF INTEREST ACT***

**IN THE MATTER OF AN APPLICATION BY
MICHAEL DE JONG, MLA (MATSQUI)
WITH RESPECT TO ALLEGED CONTRAVENTIONS
OF PROVISIONS OF THE *MEMBERS' CONFLICT OF INTEREST ACT*
BY THE HONOURABLE GORDON WILSON, MLA
(POWELL RIVER-SUNSHINE COAST)**

City of Victoria
Province of British Columbia

December 23, 1999

**IN THE MATTER OF AN APPLICATION BY
MICHAEL DE JONG, MLA (MATSQUI)
WITH RESPECT TO ALLEGED CONTRAVENTIONS
OF PROVISIONS OF THE *MEMBERS' CONFLICT OF INTEREST ACT*
BY THE HONOURABLE GORDON WILSON, MLA
(POWELL RIVER-SUNSHINE COAST)**

REQUEST

Michael de Jong, MLA for Matsqui (the Complainant), has requested, by letters dated October 4 and 5, 1999 respectively, pursuant to section 19(1) of the *Members' Conflict of Interest Act*, that I give an Opinion respecting compliance by Gordon Wilson, MLA for Powell River-Sunshine Coast, with sections 16 and 7 of the Act. More particularly, the Complainant requests my Opinion pursuant to section 19 of the Act with respect to the following questions:

1. Does the failure by the Member for Powell River-Sunshine Coast to disclose in disclosure statements filed by him on March 26, 1997, March 31, 1998 and April 30, 1999, the Judgement obtained against him by Sajida Shah in the Supreme Court of BC Action # S4583 on November 23, 1995 represent a breach of the disclosure provisions of the Act?
2. If a debt incurred by the Member for Powell River-Sunshine Coast in or before 1994 was forgiven by the creditor between November 23, 1995 and May 30, 1997 does such forgiveness constitute a gift or personal benefit connected directly or indirectly with the performance of the Member's duties of office and if so, did the acceptance of such a gift and its non-disclosure constitute breaches of sections 7(1) and 7(3) of the Act respectively?

The Complainant's allegations can be briefly summarized as follows:

1. The Complainant has reviewed the Public Disclosure Statements of the Member for Powell River-Sunshine Coast for the period 1992-1999 and finds that in the disclosure statement dated March 31, 1995, the Member lists as a "liability" a debt to "Asad Shah of Maple Ridge". He can find no other references in any of the subsequent public disclosure

statements in the following years to liabilities involving either Asad Shah or his spouse, Mrs. Sajida Shah. The Complainant also seeks to rely on a series of media reports of statements or explanations attributed to the Member.

2. The Complainant also seeks to rely on further media reports of statements attributed to the Member and contends that if an explanation, allegedly advanced to the media by the Member, that that debt owing by him was forgiven between November 23, 1995 and May 30, 1997, is correct, it follows that the Member must have been the recipient of a gift worth at least \$29,014.70 in breach of the provisions of section 7 of the Act.

THE PROCEDURE FOLLOWED

In dealing with questions referred to me by Members of the Legislative Assembly for an opinion under section 19(1) of the *Members' Conflict of Interest Act*, I may conduct an Investigation or, on giving the Member concerned reasonable notice, an Inquiry. Experience has shown that an Inquiry generally involves the retaining of Commission counsel and of court reporters and is normally attended by considerable delay frequently occasioned by prior court commitments of counsel for the Member involved and for various witnesses. It is a slow procedure generally necessitating the expenditure of substantial public funds. It has been the general practice both of my predecessor, Commissioner Hughes, and myself to conduct the operations of the office of Conflict of Interest at minimum expense to the taxpayer. For these reasons, the numerous matters with which the Commissioner has to deal ought, in my view, to be handled as Investigations wherever possible with an Inquiry only being embarked upon when that course appears essential. I commenced this case on the tentative theory -- based on public allegations by the Member -- that the alleged debt had been forgiven by the creditor, Mr. Asad Shah, (who, unhappily, died on May 30, 1997) and that his widow, Mrs. Sajida Shah, would have little or no personal knowledge of conversations between the Member and Mr. Shah. The anticipated fact pattern did not, at that stage, appear to justify the delay and expense of a formal inquiry and could, in my judgement, properly be dealt with as an Investigation (which may always, if that becomes appropriate, be converted into an inquiry at any stage).

In the course of this investigation I have, amongst others, interviewed the following (several on repeated occasions):

- Mike de Jong, MLA (Matsqui)
- Honourable Gordon Wilson, MLA (Powell River-Sunshine Coast)
- Ms. Judi Tyabji Wilson
- Mrs. Sajida Shah
- Mr. Gordon Dyskstra, Barrister and Solicitor

There has also been communication with the Member's bank and with former Commissioner Hughes about the Member's 1997 disclosure statement. All individuals interviewed responded to my requests for interviews as soon as other commitments permitted and co-operated by providing me, when requested, with documentation relating to the matter under investigation.

THE ISSUES

1(a) Was there, outstanding against the Member, a BC Supreme Court Judgement in favour of Sajida Shah in action # S4583

- (i) on March 26, 1997,
- (ii) on March 31, 1998,
- (iii) on April 30, 1999?

(b) Did the Member include that Judgement in his Public Disclosure Statement for those years?

(c) Did any such failure constitute a breach of the Act?

2(a) Was a debt incurred by the Member of or before 1994 of \$2900 forgiven by the creditor between November 23, 1995 and May 30, 1997?

(b) Was any such forgiveness a "gift or personal benefit"?

- (c) Was any such give of personal benefit connected directly or indirectly with the performance of the Member's duties of office?
- (d) Did the acceptance of the gift or benefit constitute a breach of section 7(1) of the Act?
- (e) Was acceptance required to be reported under section 7(3) of the Act?

THE STATUTORY PROVISIONS

The following are the relevant sections of the *Members' Conflict of Interest Act*:

- 7** (1) *A member must not accept a fee, gift or personal benefit, except compensation authorized by law, that is connected directly or indirectly with the performance of his or her duties of office.*
- (2) *Subsection (1) does not apply to a gift or personal benefit that is received as an incident of the protocol or social obligations that normally accompany the responsibilities of office.*
- (3) *If a gift or personal benefit referred to in subsection (2) exceeds \$250 in value, or if the total value received directly or indirectly from one source in any 12 month period exceeds \$250, the member must immediately file with the commissioner a disclosure statement, in the form prescribed by the regulations, indicating*
- (a) *the nature of the gift or benefit,*
 - (b) *its source, and*
 - (c) *the circumstances under which it was given and accepted.*
- 16** (1) *Every member must, within 60 days of being elected, and after that annually, file with the commissioner a confidential disclosure statement in the form prescribed by the regulations.*
- (2) *The disclosure statement must contain*
- (a) *a statement of the nature of the assets, liabilities and financial interests of the member, the member's spouse and minor children, and private corporations controlled by any of them, and*

(b) any other information that is prescribed by the regulations to be contained in the disclosure statement.

(3) After filing a disclosure statement, the member, and the member's spouse if the spouse is available, must meet with the commissioner to ensure that adequate disclosure has been made and to obtain advice from the commissioner on the member's obligations under this Act, and the commissioner may recommend the manner by which the member will comply with those obligations.

(4) If any asset, liability or financial interest described in the disclosure statement relates to a corporation, the commissioner must ascertain whether any other corporation is an affiliate of the first named corporation, as determined under section 1 (2) to (6) of the Company Act.

(5) If the commissioner determines that there is an affiliate of the first named corporation, he or she must

(a) advise the member of the fact, in writing, and

(b) mention the fact in the public disclosure statement prepared under section 17.

(6) After filing a disclosure statement, the member must continue to disclose any material change in the assets, liabilities and financial interests of the member, the member's spouse and minor children and private corporations controlled by any of them by filing a statement of material change with the commissioner within 30 days of the material change.

(7) In subsection (6), "material change" means a material change as defined in the regulations.

Public disclosure statement

17 *(1) After meeting with the member, and with the member's spouse if the spouse is available, the commissioner must prepare a public disclosure statement containing all relevant information provided by the member, and by the member's spouse if the spouse met with the commissioner, in respect of the member, the spouse and minor children, except*

(a) the municipal address or legal description of land that is primarily for the residential or recreational use of the member or the member's spouse or minor children, and

(b) personal property used for transportation or for household, educational, recreational, social or aesthetic purposes.

(2) The public disclosure statement must contain a statement of any gifts or benefits that have been disclosed to the commissioner under section 7 (3).

(3) The commissioner must, as soon as is practicable, file the public disclosure statement with the Clerk of the Legislative Assembly who must

(a) make the statement available to any person for inspection without charge and during normal business hours, and

(b) provide a copy of the statement on payment of a reasonable copying charge.

Commissioner's opinion on referred question

19 *(1) A member who has reasonable and probable grounds to believe that another member is in contravention of this Act or of section 25 of the Constitution Act may, by application in writing setting out the grounds for the belief and the nature of the contravention alleged, request that the commissioner give an opinion respecting the compliance of the other member with the provisions of this Act.*

FINDINGS OF FACT

Undisputed Facts

The following facts are not in dispute:

1987 -- Member first meets Asad Shah, a long-time dedicated and generous Liberal supporter.

1991 -- Member is elected as an MLA and becomes Liberal Leader and Leader of the Opposition.

1993 -- Member steps aside as Liberal Leader. He becomes involved in complex and costly divorce proceedings with his first spouse.

May 1993 -- Member obtains a loan from BC Teachers Credit Union. The Credit Union requires a third-party guarantee. Member has discussions with Asad Shah of Mission, who agrees to look after the personal guarantee. The BC Teachers Credit Union lends a sum of approximately \$27,000 to the Member. Asad Shah's promise to arrange a guarantee is carried into effect by his wife.

Sajida Shah testified that it was arranged for her to act as guarantor and that she and her husband operated very much as a unit and that repayment "would be to me, because the loan was in my name, or he (the Member) could have paid it in both our names. It didn't matter who he would pay." She said that it really would not matter very much to either of them who would sign the papers.

July 1993 -- Member participates in contest for the Leadership of the BC Liberal Party and is defeated. Member is unable to repay the loan from the BC Teachers Credit Union, which threatens to realize on Mrs. Shah's security.

June 30, 1994 -- BCTCU realizes on Mrs. Shah's security.

July 8, 1994 -- Mrs. Shah's solicitor advises Member that due to BCTCU having realized on security for Member's loan, Mrs. Shah is asking for payment of the \$27,000 owing within seven days.

July 13, 1994 -- Mrs. Shah's solicitor advises Member that Mrs. Shah and her husband collectively agree to accept an offer of security and payment of interest by the Member and Ms. Judy Tyabji and that he was preparing an Assignment of Debts. Member advises that he had outstanding monies due to him from the BC Liberal Party and that Ms. Tyabji was expecting money from her former husband's pension fund and that these monies, when received, would be applied to repayment of the money owing to the Shahs.

Ms. Tyabji provided a series of post-dated cheques for \$226.64 each to be applied in payment of interest on the monies owing. Member and Ms. Tyabji sign a Promissory Note in Mrs. Shah's

favour in the amount of \$27,197.33 plus interest of 10% PA. Following a discussion between the Member and Mr. Asad Shah, it is agreed that, to secure his position as a creditor, Asad Shah will issue a Writ, which will not be contested by Member.

May 9, 1995 -- Member undertakes in writing to assign to Sajida Shah the proceeds of his claim against the BC Liberal Party.

November 23, 1995 -- Default Judgement is obtained by Mrs. Sajida Shah against Member and Ms. Tyabji in the sum of \$27,197.33 plus interest and costs, a total of \$29,014.70.

Member's claim against the BC Liberal Party goes to Arbitration, resulting on November 21, 1996, in an award of \$26,259.50 in favour of Mr. Wilson which, after payment of legal fees and arbitrator's fees, leaves a balance of approximately \$11,500.00 held in trust by the Member's solicitors pending agreement from two other solicitors who hold assignments.

November 15, 1996 -- Just before the arbitrator's formal award, Member and Ms. Tyabji meets with Asad Shah and Mrs. Sajida Shah at their office at BC Frozen Foods Ltd. Member advises Asad Shah that it appears obvious that the award will be for a far lower sum than that which he had originally claimed and there will only be a very small balance to use in repayment to Asad Shah for the security retained by the bank (estimated at \$2,500.00 or \$2,600.00). Asad Shah replies that he "is not interested in peanuts" and that he does not want that money.

January 15, 1997 -- Creditor's solicitor writes to Mr. Wilson saying that Mrs. Shah had now been informed that a sum of approximately \$7,000.00 (the balance of the proceeds of the claim against the BC Liberal Party) is now available for her and that she is prepared to waive the assignment signed by the Member and Ms. Tyabji "provided that my fees and disbursements are paid and that I be provided with further security to ensure further payment of the amount still due".

January 17, 1997 -- Member and Ms. Tyabji meets with Asad Shah and others for a fundraising lunch at a social club. Following the lunch there is a discussion between Mr. Shah, the Member and Ms. Tyabji, which will be discussed hereafter.

(See "*The Luncheon Meeting*" below)

January 22, 1997 -- Creditor's solicitor advises Member's solicitor of the waiver of the Assignment of Funds from Gordon Wilson to Sajida Shah.

February 17, 1997 -- Member files annual confidential disclosure statement with Conflict of Interest Commissioner pursuant to section 16 of the *Members' Conflict of Interest Act*.

March 10, 1997 -- Statutory meeting between Member and the then Conflict of Interest Commissioner (The Hon. E.N. Hughes, Q.C.). The Commissioner prepares and files with the Clerk of the Legislative Assembly a Public Disclosure Statement pursuant to section 17 of the Act. Member having informed the Commissioner that the liability to Shah no longer exists, that liability (disclosed in the Member's previous annual disclosure statement) no longer appears in the Public Disclosure Statement.

May 30, 1997 -- Death of Asad Shah.

September 18, 1997 -- The Member and Ms. Tyabji are examined in Aid of Execution at a Hearing in Victoria in response to Notice of Examination issued by the Solicitor. Both before the Examination and again at some length at its end, the Member insists that his indebtedness has been forgiven by Mr. Shah and there is discussion about this with the examining solicitor.

Up to this point, I have listed the facts, as to which essentially there is no dispute. I now revert to January 17, 1997.

THE LUNCHEON MEETING

This is a meeting which took place on January 17, 1997 at a social club following a fundraising lunch in a private dining room. Only Asad Shah, Gordon Wilson and Judy Tyabji are present. Mr. Wilson says that at this time he asked Mr. Shah why his solicitor was still pursuing him. He

says that Asad Shah assured him that the debt is waived and that he will advise his solicitor accordingly. Ms. Tyabji puts it this way:

"After participating in that lunch, Asad called us aside on his own initiative and said, "This matter with regard to the money for the Leadership Campaign, I don't want to talk too freely if there was still some of the other guests from lunch around." He said, "This claim -- you didn't get your money, I don't get my money. Don't worry about it. Let's not talk about it anymore. That loan does not exist. That money, that indebtedness." (whatever term he used) and I was standing right there because I had some kind of interest in this, and Gordon said, "Well you know, maybe we should do something more formal" and he said, "Look, I am a man of my word. I am not going to bother you with this. I will talk to the lawyer, I will have this taken care of, but don't worry about it anymore because the Liberals should have given you more, and then I would have been paid." So, that I remember quite clearly and that was a great relief because that was, of course, only a few months after the settlement and we didn't know what we were going to do about this."

Few things are more difficult than to weigh the evidence of a conversation in which one of the principal participants has died. The evidence of Gordon Wilson himself whilst definite is lacking in particulars of the words spoken. The evidence of Judy Tyabji is far more detailed. One must, of course, bear in mind that the conversation in question took place three years ago. That consideration is to some extent a two-edged sword. To some it might explain the lack of detail in Mr. Wilson's recollection. To others it might raise a question as to the precision of Ms. Tyabji's recollection. The only other participant has died. In that connection, one might ask oneself why, if the debt had been forgiven, Mr. Shah did not promptly advise his solicitor of that fact. At the same time, one must recall that on one earlier occasion when Mr. Shah had orally agreed to waive the assignments of future receivables, he also did not promptly advise his solicitor of that fact, although he clearly did so later. Again, one must ask oneself why a wife, who worked professionally and financially in such a united relationship with her husband, would not have been promptly advised by him of the fact that he had waived Mr. Wilson's indebtedness. On the other hand, one must bear in mind that according to Mrs. Shah's evidence, her husband was a generous man who had repeatedly waived debts due to him by others in the past, so that such a waiver would be in character for him.

After anxiously weighing the direct and the circumstantial evidence of what occurred at this meeting, and without at this point considering the legal effect of a waiver by a husband of a debt owed to his wife, I have concluded -- not without some hesitation -- that the Member left that meeting in the belief that his indebtedness had been forgiven.

It was one month later, on February 17, 1997, that the Member filed his annual confidential disclosure statement with the Conflict of Interest Commissioner. I find that when he filed and when, on March 10, 1997, he met with Commissioner Hughes to review his confidential disclosure statement, he reported that the indebtedness to Asad Shah listed by him in his previous statement no longer existed and it was accordingly omitted by the Member in his confidential disclosure statement and by Commissioner Hughes in the public disclosure statement based on the confidential disclosure statement and his March 10th meeting with the Member. I find that when the Member reported that this indebtedness to Asad Shah no longer existed, he did so in the belief which I have found that he formed that the indebtedness had been forgiven by Asad Shah.

I must now deal with the question of whether that honest belief, formed by the Member, that the debt had been forgiven by Asad Shah is a sufficient answer to the allegation of non-disclosure.

It could be argued (but was not raised on behalf of the Member) that since what the Member had disclosed in his previous disclosure statement was a liability to Asad Shah (which never existed - the indebtedness being to Mrs. Sajida Shah) it should follow that a failure to disclose that non-existent indebtedness in subsequent years can not constitute an offence under the Act. I should, I believe, be concerned with the spirit and intent of the Act -- rather than with nice philosophical distinctions. The guarantee -- arranged by Asad Shah, was executed by Sajida Shah. The security with the BC Teacher's Credit Union was posted by Sajida Shah, the plaintiff in the Supreme Court writ was Sajida Shah. The default judgement was obtained by Sajida Shah. Though it was the Member's understanding that Asad Shah had told him his debt would be forgiven, that promise was not, by itself, sufficient to extinguish the liability existing pursuant to the Supreme Court Judgement. It was a bare promise and after Asad's death, Mrs. Shah's

solicitor advised her that in the absence of consideration in law, she was not obliged to forgive the debt but was free to pursue its collection.

The non-lawyer may ask, what is meant in law by the term 'consideration'? Simply put, it is anything given or promised or forborne by a party to an agreement in exchange for the promise or undertaking of another.

An offer by Asad Shah to forgive the debt might bind him personally as a matter of honour but would not be binding on Mrs. Sajida Shah as a matter of law.

It may be said in Mr. Wilson's favour that he believed the debt to have been validly forgiven by Mr. Asad Shah -- who had made all the arrangements for the guarantee in the first place and who, according to his widow, worked with her in business matters "as a unit". Nevertheless, the fact remains that Mr. Wilson's indebtedness continued until payment by him on February 16, 1998 of a sum of money to Mrs. Shah's solicitor in full settlement of the Shah personal loan.
(see "*The Settlement*" below)

THE SETTLEMENT

In the Fall of 1997, Mrs. Sajida Shah asked to see Mr. Wilson and Ms. Tyabji. She told them of certain business cash flow problems, that she was emotionally stressed out and in the process of changing solicitors, and that she had her solicitor's bills to pay and had no way she could handle that at the time. Mr. Wilson and Ms. Tyabji said that they would take care of her solicitor's bill relating to this matter. They said that they did not have any money, but that they would make arrangements to take care of the lawyer's bill. Mrs. Shah says that it was during this meeting that Mr. Wilson had told her that at the meeting at the Club, Mr. Shah had said that the debt was forgiven.

Mrs. Shah said that she was not present at that meeting: that it could have been an honest mistake. She said that Mr. Wilson and Ms. Tyabji "could be wrong -- they could be right. I have no idea. My husband was a generous person. I have no way of finding it out now whether he

really forgive or didn't forgive. I am taking their word." She said her husband was a generous person and that in the past he had forgiven loans both in the family and the community.

On February 16, 1998, Mr. Wilson tendered his cheque to Mrs. Shah's solicitor for the sum of \$5,098.64, the cheque bearing the words "payment in full of Shah personal loan." That cheque was tendered to Mrs. Shah's solicitor, accepted, deposited in the solicitor's client's trust account and duly honoured on presentation.

FORGIVENESS OF INDEBTEDNESS -- A gift or benefit?

I am required to make findings of fact as to whether forgiveness of the debt in whole (as originally believed by the Member) or in part (by reason of acceptance of a reduced amount in settlement of the outstanding judgement), constituted a "gift or personal benefit that is connected directly or indirectly with the performance of his duties of office".

I have no hesitation in finding that the acceptance of a reduced amount by way of payment and the forgiveness of the balance owing under the default judgement resulted in a "personal benefit". I must further consider whether that personal benefit was "connected directly or indirectly with the performance with the member's duties of office". The original guarantee and security was offered by Asad Shah on behalf of himself (and of Mrs. Sajida Shah) as long-standing dedicated and generous members of the Liberal party in support of a Liberal MLA and candidate for the Party Leadership for whom and for whose ability they had a high regard and who, they felt, had much to offer in furtherance of the Liberal cause. I have little doubt that that feeling of personal loyalty and support evaporated into thin air when the Member forsook the Liberal Cause and switched his political loyalty to a new party. In discussing her and her husband's support for the Member as a Liberal, Mrs. Sajida Shaw quoted Asad Shah: "I remember Asad said, not a single penny for PDA". I am satisfied there was nothing the Shah's would want from Gordon Wilson, as leader of the PDA. I am satisfied that they did not have the remotest intention of furthering the political career of one whom they must have regarded as a deserter. What was it then that persuaded, first Asad Shah and later, Sajida Shah to forgive the debt or, in Mrs. Shah's case to accept a lesser amount and waive payment of the balance? I am

satisfied on the whole of the evidence that the motivating factor was the realization of the dire financial situation of the Member and of Ms. Judy Tyabji Wilson. Each had recently been through a costly divorce. Wilson's claim against the BC Liberal Party resulted in an arbitrator's award which was a fraction of the amount he had anticipated and had originally claimed. As a result of the arbitrator's award, he was required to pay legal fees of over \$12,000 as well as the arbitrator's fees, leaving an amount of approximately \$11,500 in trust against which two additional assignments of funds to other solicitors were outstanding. Mrs. Shah's solicitor reported that the Wilsons' "had exceeded all their mortgages, their line of credit limits. They can not borrow a single penny." They would have to try, somehow and somewhere, to borrow the amount ultimately paid in full settlement of the Shah loan and which was required to pay Mrs. Shah's own legal fees.

The examination of both the Member and Ms. Tyabji made it clear that they were essentially judgement proof.

It was, in my opinion, the realization that it would be quite pointless to try to hound either the Member or his wife for any further money which induced the creditor to settle for a reduced amount.

What is the evil at which Section 7 is aimed? It is the acceptance of a personal benefit "that is connected directly or indirectly with the performance of the member's duties of office". The section is aimed at the prevention of political corruption or incipient political corruption. The section is clearly not designed to prohibit acceptance by an MLA of every fee gift or personal benefit apart from those "connected directly or indirectly with the performance of his or her duties of office". It is intended, surely, to prevent the purchasing of influence, the buying of a Member's services as an MLA.

The second half of the section 7 complaint relates to a failure to report the benefit under section 7(3) of the Act. Section 7(3) refers solely to gifts of benefits received as an incident of the protocol or social obligations accompanying the responsibilities of office, i.e. those referred to in section 7(2). In my opinion section 7(3) has no applicability in the present case.

OPINION

I will now deal with the Issues listed under that heading above.

- 1(a) Was there, outstanding against the Member, a BC Supreme Court Judgement in favour of Sajida Shah in action # S4583 on March 26, 1997? YES
- (b) Did the Member include that Judgement in his Public Disclosure Statement for 1997? NO
- (c) Did any such failure constitute a breach of the Act? YES

I have discussed in my findings of fact the circumstances surrounding this failure and am of the view that the Member acted inappropriately but in good faith.

Had the Member (who has, as far as I am aware, no legal training) sought the advice of the Conflicts Commissioner, placing before him the facts up to that date, he would surely have been advised (1) that notwithstanding the oral promise of Asad Shah, he ought to disclose for that year, the indebtedness as still outstanding to Sajida Shah and (2) that once the necessary documentation had been completed to evidence a legal waiver of the debt owing under the default judgement, he should within 30 days thereafter file a notice of change of liabilities with the Commissioner. Had the Member followed that course and availed himself of the Commissioner's advisory function, these entire unhappy and embarrassing proceedings would have become unnecessary.

2. It is my opinion for the reasons already stated, that there has been no breach by the Member of the provisions of section 7(1) or 7(3) (the gifts or benefits section) of the Act.

Dated this 23rd day of December, 1999

In the City of Victoria, Province of British Columbia

The Hon. H.A.D. Oliver, Q.C.

Conflict of Interest Commissioner