



COURT MARTIAL

Citation: *R. v. Gaffey*, 2017 CM 2009

Date : 20171030

Docket : 201744

Standing Court Martial

5th Canadian Division Support Base Gagetown
Oromocto, New Brunswick, Canada

Between :

Her Majesty the Queen

- and -

Master Bombardier B.S. Gaffey, Offender

Before : Commander S.M. Sukstorf, M.J.

REASONS FOR SENTENCE

(Orally)

[1] Master Corporal Gaffey, today you admitted your guilt to three offences:

- (a) One count, under section 114 of the *National Defence Act (NDA)*, reads as follows:

In that he, between 1 August 2015 and 4 July 2016 at or near CFB Gagetown, NB, stole the items listed in Annex A, property of the Government of Canada.

- (b) The second count, under section 130 of the *NDA*, for a public servant refusing to deliver property, contrary to section 337 of the *Criminal Code*. The statement of particulars reads as follows:

In that he, on or about 23 November 2016, at or near the CFB Gagetown, NB, being employed in the service of the

Canadian Armed Forces and entrusted by virtue of that employment with the receipt of the items listed at Annex C, refused or failed to deliver the items to Capt Gonthier, a person who was authorized to demand them, and did demand them.

- (c) The third count, under section 129 of the *NDA*, that is to say, an act to the prejudice of good order and discipline. The particulars read as follows:

In that he, between 10 December 2015 and 6 January 2016, in the province of New Brunswick, did use his Corporate Acquisition Card for personal purchases contrary to Chapter 1016-7-1 of the Financial Administrative Manual.

[2] The Agreed Statement of Circumstances and the Agreed Statement of Facts filed in court are reproduced in their entirety to provide a full account of the circumstances and the context of both the offences and the offender.

“AGREED STATEMENT OF CIRCUMSTANCES

1. At all times material to this case, MBdr Gaffey was a member of the Regular Force, Canadian Forces. MBdr Gaffey was employed as a Unit Storeman at the Canadian Army Trials and Evaluation Unit (CATEU), which is located in Canadian Forces Base (CFB) Gagetown, NB.
2. As a Unit Storeman, MBdr Gaffey was responsible to conduct inventory control and management tasks for the CATEU. These tasks included, amongst other things, the purchase of goods and services from suppliers, in accordance with the financial authorities delegated to him pursuant to the *Financial Administration Act*.

CIRCUMSTANCES PERTAINING TO THE FIFTH CHARGE

3. In order to be able to perform his duties as Unit Storeman, MBdr Gaffey was issued a BMO Master Card (BMO MC) Acquisition Credit Card.
4. Prior to being issued a BMO MC Acquisition Credit Card, MBdr Gaffey had to complete mandatory training on the use of acquisition cards and to fill out a “BMO MC Employee Account Request Form”.
5. On 26 July 2012, MBdr Gaffey filled out a “BMO MC Employee Account Request Form”. On this form, he signed and dated 26 July 2012 in acknowledgment of the following responsibilities and obligations:

- a. I acknowledge that this card is issued to me for the sole use of official procurement as required in the course of my DND regulars duties;
- b. I understand that procurement and payments made using the card are to be authorized by a departmental manager with expenditure initiation authority, as per departmental procedures; and
- c. I understand that this card is the property of the Government of Canada and assigned to me on behalf of the DND and in the event of wilful or negligent default of these obligations, Her Majesty shall take recovery actions, as deemed appropriate and permitted by law.

6. On 13 September 2012, MBdr Gaffey signed the “BMO MC Employee Account Request Form” to confirm the following:

- a. I hereby acknowledge receipt of a BMO MC Acquisition Credit Card with number 5569 0999 xxxx xxxx (hereafter, the “credit card”); and

[The last eight digits of the credit card number have been withheld as a precaution against credit card fraud.]

- b. I have read the Financial Administration Manual (FAM) Chapter 1016-7-1. Acquisition Cards and the Treasury Board Secretariat policy on internet transactions and fully understand my roles and responsibilities in regard to the card’s control and use.

7. On 26 August 2015, MBdr Gaffey signed again the “BMO MC Employee Account Request Form” to confirm the renewal of his credit card that was originally issued to him on 26 July 2012.

8. On 6 January 2016, Ms. Vikki Doucet, the CATEU Financial Coordinator, reviewed the report on credit card transactions and noticed an abnormally high number of transactions for the period of December 2015 and January 2016. That day, Ms. Vikki Doucet contacted the Acting Deputy Commanding Officer (DCO) of the CATEU, Capt(Retired) Levandier to inform him about her concerns with the suspicious transactions. Capt(Retired) Levandier directed Ms. Doucet to contact MBdr Gaffey and tell him to stop using the credit card and return it to the unit without delay.

9. On 6 January 2016, Ms. Doucet contacted MBdr Gaffey and told him to stop using the credit card and return it immediately to the unit. MBdr Gaffey advised Ms. Doucet that he was on leave until the 11th January 2016 and that he would bring the credit card back at that time.

10. On 11 January 2016, MBdr Gaffey returned the credit card to Ms. Doucet.

11. Between 10 December 2015 and 10 January 2016, MBdr Gaffey used the credit card 57 times for his personal use. During that period, MBdr Gaffey used the credit card to purchase goods and services such as food at restaurants, alcohol, gas, and veterinarian services.

12. The total amount of personal purchases made by MBdr Gaffey during that period was \$13,720.45.

13. The purchases made by MBdr Gaffey were unauthorized and for his sole personal benefit. They were also in violation of the responsibilities and obligations, which he knew were imposed on him, as a credit card holder, by Chapter 1016-7-1 of the FAM.

14. Between 11 January 2016 and 4 February 2016, the CATEU cancelled the credit card, initiated the process to recover the funds, and gave time to MBdr Gaffey to find a means to repay the funds.

15. On 9 February 2016, a Counselling and Probation (C&P) remedial measure was initiated against MBdr Gaffey for having used a BMO MC Acquisition Credit Card for personal purposes, contrary to Chapter 1016-7-1 of the FAM. The monitoring period of the C&P was from 9 February until 8 August 2016, with planned monthly progress-monitoring sessions.

16. On 10 February 2016, MBdr Gaffey had managed to secure a personal loan and he repaid by cheque an amount of \$13,720.45 to Her Majesty in Right of Canada.

CIRCUMSTANCES PERTAINING TO THE SECOND CHARGE

17. On 30 June 2016, MCpl Guitard, the CATEU Quarter Master (QM), conducted a stocktaking verification of portable generators. It was found that all generators were accounted for, that is, the quantities in stock and on loan to unit members matched the total quantity of unit holdings.

18. At the time, the CATEU had two Honda 3000 generators in its holdings. One was in stock at the QM and the other was on loan to MBdr

Gaffey, as indicated on MBdr Gaffey's DND 638 "Temporary issue to an individual" card (hereafter, the "temporary loan card").

19. MBdr Gaffey was first temporarily issued items by the CATEU QM on 1 August 2015, as indicated on his temporary loan card. MBdr Gaffey signed and dated every time he was issued new items, thus acknowledging the receipt of the listed items. He was entrusted with the control and care of these items, which remained the property of the Government of Canada, by nature of his employment at the CATEU.

20. On 4 July 2016, during a routine verification of the QM's stores, Cpl Bertin, a member of the QM staff, discovered that a Honda 1000 portable generator was missing and could not be found. He immediately reported the situation to MCpl Guitard.

21. Upon learning about the missing generator, MCpl Guitard became suspicious that it might have been stolen by a unit member.

22. On 4 July 2016, MCpl Guitard called the "NEW2U Used Goods and Pawns" shop (hereafter, the "pawn shop") located in Oromocto, NB, to inquire if they had any Honda 1000 generator in stock. He was informed by an employee they no longer had a Honda 1000 generator, but they did have a Honda 3000 generator for sale.

23. On 4 July 2016, MCpl Guitard attended the pawn shop located at 268 Restigouche Road, Oromocto, NB, to have a closer look at the Honda 3000 generator.

24. MCpl Guitard physically verified the Honda 3000 generator contained a painted CATEU identification number that matched the identification number of the Honda 3000 generator that was currently on loan to MBdr Gaffey, as was indicated on his temporary loan card.

25. On 4 July 2016, a pawn shop employee produced a customer record for the year 2016 and confirmed that the customer associated with the Honda 3000 generator was MBdr Gaffey. The customer record for MBdr Gaffey also showed that other items had been pawned by MBdr Gaffey between the period of 4 January 2016 and 28 June 2016.

26. The owner of the pawn shop, Mr. Stephen Donovan, confirmed that customer records for years prior to 2016 could no longer be accessed because they had acquired a new electronic records management system. However, Mr. Donovan confirmed that MBdr Gaffey had pawned items at the pawn shop throughout 2015 as well.

27. MCpl Guitard asked to see the items that had been pawned by MBdr Gaffey and were physically available at the pawn shop.

28. MCpl Guitard physically verified that some of the items matched items that had been issued to MBdr Gaffey, as indicated on his temporary loan card. He also verified that some of the items, while not issued to MBdr Gaffey, had been identified as missing from the CATEU and were the property of the Government of Canada.

29. The items that were verified by MCpl Guitard are listed at Annex A of the charge sheet dated 30 May 2017.

30. On 4 July 2016, MCpl Guitard asked the owner of the pawn shop, Mr. Stephen Donovan, to put the items aside while the situation was reported to the unit.

31. On 4 July 2016, MCpl Guitard reported the situation to his chain of command.

32. On 6 July 2016, MBdr Gaffey attended the pawn shop and asked the owner of the pawn shop and its manager, Mr. Christopher Bruce, what it would cost him to buy back all of the items he had previously pawned. Mr. Donovan and Mr. Bruce refused to sell the items back to MBdr Gaffey because of the information they had learned from MCpl Guitard on 4 July 2016.

33. On 7 July 2016, Capt Benotto, the Unit Logistics Officer, made a complaint to the 3 Military Police Regiment Detachment Gagetown (3 MP Regt Det Gagetown) and an investigation was initiated.

34. On 7 July 2016, the CATEU chain of command requested the QM staff to conduct a 100% stocktaking verification of the QM stores in order to identify any discrepancies or missing items.

35. On 10 August 2016, a Judge of the Provincial Court of New Brunswick granted a search warrant to enter and search the pawn shop.

36. On 11 August 2016, Military Police officers from the 3 MP Regt Det Gagetown executed the search warrant at the pawn shop. They seized the items listed at Annex A of the charge sheet dated 30 May 2017.

37. On 22 August 2016, the items seized at the pawn shop were returned to the CATEU.

38. MBdr Gaffey stole the items listed at Annex A of the charge sheet dated 30 May 2017 and pawned them at the pawn shop sometimes between 1 August 2015 and 4 July 2016. The items were the property of the Government of Canada.

39. MBdr Gaffey deposited the items at the pawn shop as securities in exchange for small money loans that were obtained for his sole personal benefit, and he did so against the property interests of the Government of Canada.

40. The total value of the items that were stolen is \$5,808.18.

CIRCUMSTANCES PERTAINING TO THE FOURTH CHARGE

41. Sometime in July 2016, MBdr Gaffey was ordered by WO Storey to return, as soon as practicable, all items that had been temporarily issued to him as per his temporary loan card. MBdr Gaffey was entrusted with the control and care of these items, which remained the property of the Government of Canada, by nature of his employment at the CATEU.

42. As of November 2016, MBdr Gaffey still had not returned the three items listed at Annex C of the charge sheet dated 30 May 2017.

43. Sometime in November 2016, the Commanding Officer of the CATEU directed Capt Gonthier, the Unit Adjutant, to order MBdr Gaffey to return the three items without delay.

44. On or about 23 Nov 16, Capt Gonthier met with MBdr Gaffey and ordered him to return the remaining three items without delay. MBdr Gaffey responded that he was unable to return the items. At no point did he claim he had lost them.

45. MBdr Gaffey failed to return the three items listed at Annex C of the charge sheet dated 30 May 2017, as demanded by Capt Gonthier, his superior officer and a person authorized to demand their return.”

“AGREED STATEMENT OF FACTS

FACTS CONCERNING MBDR GAFFEY

1. An artilleryman by trade, Bradley Gaffey raised to his current rank of MBdr by displaying extreme competence in his work and outstanding potential for promotions through the ranks. In October 2007, as a private at the Royal Canadian Artillery School, MBdr Gaffey was awarded a Canadian Forces Commendation for Outstanding Achievement by the Chief of Defence Staff. In May 2015, Col Nixon,

Commandant of CTC, awarded him a Commander's Commendation for outstanding performance and leadership. For both Reporting Period 2013/2014 and 2014/2015, MBdr Gaffey, then employed as Quarter Master in charge or OPS2 (IC), was ranked the top MCpl out of four across all trades within the Canadian Army Training and Evaluation Unit (CATEU), being described "as possessing the dedication, professionalism, and leadership qualities of a Sgt" and being recommended for immediate promotion.

2. Despite of all the great professional attributes that MBdr Gaffey may have been able to display in the work environment, at the relevant time to the charges, MBdr Gaffey's had been experiencing a series of setbacks with his health and his personal life, which eventually became overwhelming. Having met Phoebe with her two children, both children with disabilities, in 2006, they got married in 2010. As most Canadian, they had been dreaming of buying their own nest, which they did in June 2013.

3. By then, MBdr Gaffey had been diagnosed with Type 2 diabetes and other bodily-related dysfunctions. As a result, an abundance of medication was prescribed to him and MBdr Gaffey was subsequently put on a temporary medical category. Unfortunately, his medical condition did not improve, it got worse.

4. CF Medical and Veterans Affairs Canada (VAC) Records substantiate that in early 2015, MBdr Gaffey was diagnosed with Major Depressive Disorder and High Anxiety relating directly to military service and diabetes. For these conditions, he was granted a disability award from VAC. With his military future vanishing, his marriage at that point a thing of the past and having to deal with serious financial hardship, MBdr Gaffey managed, nevertheless, to display a business as usual attitude in his work environment while becoming socially reclusive, self-medicating with a mix of heavy drinking and prescribed medication.

5. By mid-2015, MBdr Gaffey had started hitting the bottom financially and mentally, setting up different schemes in order to stay afloat financially, such as using his Corporate Acquisition Card for personal use or pawning items he had either stolen or signed out from the CATEU QM; he was essentially robbing Peter to pay Paul.

6. Since January 2016, in addition to meeting regularly with a psychiatrist, MBdr Gaffey has been meeting with a psychologist and a VAC councillor.

7. In November 2016, MBdr Gaffey was notified that an administrative release process under item 3B (medical) was under way at the Director General of Military Careers (DGMC).

8. In January 2017, he was notified that the unit is recommending a release under item 5F in lieu of a release under item 3B. This pending situation as well as the additional stress inherent to the current disciplinary proceedings have caused a regress of MBdr Gaffey's depressive state.

9. MBdr Gaffey understands that his actions show a very poor judgement from his part and reflect badly on the Canadian Forces.

FACTS CONCERNING THE IMPACT ON THE UNIT

10. The CATEU is a very small unit of only 26 members.

11. MBdr Gaffey's actions resulted in a considerable administrative burden on the CATEU. After the discovery of MBdr's actions, the unit was required to modify and establish new operating procedures for tracking unit stores that are either stored at the QM or on loan to unit members. This additional requirement consumed, and continues to consume, staff effort to the detriment of other unit priorities.

12. MBdr Gaffey's actions brought discredit to the CATEU's reputation within the Formation concerning its ability to properly manage and control scarce resources, which are necessary to achieve its mission of conducting trials and evaluations for the Canadian Army.

13. Being a small unit in terms of manning, it is essential for the CATEU to put a lot of trust in its members and their ability to work autonomously so it can successfully achieve its mission. MBdr Gaffey's actions violated the trust and the responsibilities that were placed in him and accordingly, he can no longer work without supervision. As a result of his actions, his delegated financial authorities necessary to perform his duties as a unit purchaser had to be rescinded and he had to be reassigned to another section, the operations cell. This reality has made his employment within the unit very challenging. For example, he is less advantageously employed in the operations cell since he does not have the required qualifications and experience. Also, his previous duties as a unit purchaser had to be rapidly reassigned to another member of the unit. Very few members had the qualifications and the financial authorities that were delegated to MBdr Gaffey by nature of his employment in the unit. This situation lead to delays in the unit purchasing process since this new member had to be trained before being

able to take over the purchasing duties that were originally assigned to MBdr Gaffey.”

Joint submission

[3] In a joint submission, both the prosecution and defence counsel recommend that I impose a sentence of reduction in rank to private and a severe reprimand.

[4] The joint submission before the Court is reviewed in the context of the current Supreme Court of Canada (SCC) guidance in *R. v. Anthony-Cook*, 2016 SCC 43. In that decision, the SCC clarified that a trial judge must impose the sentence proposed in a joint submission “unless the proposed sentence would bring the administration of justice into disrepute, or is otherwise not in the public interest”.

[5] A plea bargain occurs when counsel come together, outside the court, to discuss their respective positions in a quid pro quo manner. In this particular case, prosecution has assured the Court that the joint submission is the result of rigorous negotiation between the parties which was informed by the personal circumstances of the offender. There is give and take required to come to a joint recommendation and the Court recognizes this. The prosecution agrees to recommend a sentence that the accused is prepared to accept, avoiding the stress of a trial and providing an opportunity for offenders, such as Master Bombardier Gaffey, who are clearly remorseful to begin making amends. By encouraging plea deals, the burden on the court is reduced and the prosecution benefits directly by not needing to take every matter to a full court martial. Expedient handling of these types of offences assists all parties to the process.

[6] Logistically, coming to a meaningful resolution in a discipline matter, victims and witnesses are not required to travel and appear before the court martial. It also assists the defence in that the accused can assess his or her options earlier rather than later.

[7] In the case of the military justice system, the systemic benefits of joint submissions also extend to the unit. The accused's unit is responsible for providing the administrative support to both the member and the court martial. When the matters are dealt with quickly, the unit benefits directly as well.

[8] The most important gain to all participants is the certainty that a joint submission brings to the process. The accused person has a lot to lose. As you heard when I verified the guilty pleas earlier, by entering into a plea bargain, the constitutional right to be presumed innocent is given up and this should never be done lightly. Thus, in exchange for making a plea, the accused must be assured a high level of certainty that the Court will accept the joint submission.

[9] In rendering its decision, the SCC highlighted the professional responsibility of both the prosecutor and defence counsel. They are key players in the administration of our military justice system and are well placed to arrive at a joint submission that

reflects the interests of the public, the Canadian Armed Forces (CAF) and the accused. Counsel are highly knowledgeable about the circumstances of the offender and the offences, as well as the strengths and weaknesses of their respective positions. The prosecutor who proposes the sentence has been in contact with the chain of command and, in this particular case, the unit which was affected. He is aware of the needs of the military and its surrounding community and is responsible for representing these interests. He has assured me that he has consulted with them on the joint submission.

[10] In order for the military justice system to be able to rely heavily on joint submissions emanating from plea bargains, the Court must have confidence that the negotiations are conducted in a manner that promotes and respects the rights of the accused. Defence counsel acts in the accused's best interest, including ensuring that the accused's plea is a voluntary, an informed choice and unequivocally acknowledges his guilt.

[11] As members of the legal profession and accountable to their respective law societies, I expect that both counsel have fulfilled these professional responsibilities in their independent roles. In effect, they are in a better position than the Court to weigh and assess many factors, including both the evidence and the public interest.

Assessing the joint submission

[12] In this case, the prosecutor read the Agreed Statement of Circumstances and provided the documents required by the *Queen's Regulations and Orders for the Canadian Forces* article 112.51. The Agreed Statement of Facts was also introduced by the defence (on consent) to inform the Court as to the facts pertaining to Master Bombardier Gaffey's personal circumstances and the way forward for him.

[13] Furthermore, the Court benefitted from submissions from counsel to support their position on sentence highlighting the facts and considerations relevant to Master Bombardier Gaffey. Counsel's submissions and the evidence before the Court have enabled me to be sufficiently informed of any indirect consequence of the sentence so I may impose a punishment adapted specifically to Master Bombardier Gaffey's circumstances and the offences committed.

The offender

[14] Master Bombardier Gaffey is 42 years old. He enrolled in April 2004 and appears to have served his country well. In the early part of his career, his dedication and strong professional competence were easily noticed and recognized. He earned not just one, but two commendations for outstanding performance and leadership. As late as the fall of 2015, Master Bombardier Gaffey was described as "possessing the dedication, professionalism, and leadership qualities of a sergeant" and was recommended for immediate promotion. However, the years that followed were personally challenging for him due to health and financial problems and difficult personal circumstances. He was diagnosed with Type 2 diabetes, separated, became

financially and personally desperate and socially reclusive. To deal with these challenges, he started to self-medicate and engaged in behaviour out of character to his previous conduct.

[15] Master Bombardier Gaffey is now in the process of being administratively released. He has reached out to Veterans Affairs, sought assistance from various medical professionals, including a psychiatrist and a psychologist. He advised the Court that he is preparing himself for life after his release and indicated that he is interested in pursuing training as a veterinary technician. He is clearly taking responsibility for his actions and, more importantly, he is focused on his rehabilitation.

Objectives of sentencing to be emphasized in this case

[16] The prosecution has emphasized that the objectives of sentencing considered by both he and defence counsel are those of general deterrence and denunciation which, on the facts before the Court, I agree with.

[17] In making the joint submission, counsel advised the Court they have taken into account all relevant aggravating and mitigating factors. However, the prosecution did include some aggravating factors for the record:

(a) Aggravating factors:

- i. The misuse of his government-issued Acquisition Card for personal gain to the amount of \$13,720.45. Although he repaid this amount, he may not have ceased using the card for personal purchases if Ms Doucet, the unit financial coordinator, had not intervened;
- ii. He traded in to a pawn shop a number of expensive items which were the property of the Government of Canada in exchange for small money loans obtained for his sole personal benefit. The total amount of the items that were stolen was \$5,808.18;
- iii. He breached his position of trust. All the offences flow from significant breaches of trust. He had earned the trust of his superiors and was provided with financial authorities that very few held. He abused and betrayed that trust;
- iv. Effect on the unit. His actions tarnished the unit's reputation and caused numerous administrative complications for the unit itself; and
- v. He failed to conduct himself in a manner consistent with his rank and experience in the CAF;

(b) Mitigating factors:

- i. Plea of Guilty. Master Bombardier Gaffey's plea of guilty was done very early in the process and it reflects his commitment to make amends and to move forward in a positive way. Although it may be impossible to rebound from the significant breaches of trust within the CAF at large, accepting responsibility is an important step towards rehabilitation;
- ii. First-time offender. Looking at his conduct sheet and past performance, I can see that these acts were completely out of character;
- iii. Master Bombardier Gaffey quickly acknowledged his responsibility for the offences and shows genuine remorse for his actions;
- iv. Emotional and psychological distress that he was under is recognized;
- v. In the process of being administratively released; and
- vi. Most importantly, he has started down a successful and positive path towards his rehabilitation.

[18] Master Bombardier Gaffey, you have violated some of the most important obligations of members of the CAF. The military ethos is clear and transparent. It demands the ultimate in honesty and integrity in everything we do and you betrayed the trust and faith that had been placed in you.

Conclusion

[19] After considering counsel's submissions in their entirety and considering all the evidence before the Court, I must ask myself whether the proposed sentence would be viewed by the reasonable and informed CAF member, as well as the public at large, as a breakdown in the proper functioning of the military justice system. In other words, would the acceptance of the proposed sentence cause the CAF community and its members to lose confidence in the military justice system?

[20] The prosecution provided the Court with a number of judicial precedents for comparison. Under normal circumstances, the sentence for this type of offence would be detention or imprisonment. Defence counsel also agreed that, under normal circumstances, that is what would be expected both in civilian or military courts. However, the Court acknowledges that special circumstances exist in your case.

[21] Further, counsel have recommended a reduction in rank to that of private and a severe reprimand which will send a message to the larger community that any conduct such as yours is unacceptable and will be severely punished. The Court acknowledges that your release from the CAF is pending and recognizes that these incidents before the Court and the circumstances that gave rise to them have led to the tragic end of what was a rising military career for you.

[22] Master Bombardier Gaffey, you hit several obstacles, you fell down, became desperate and you betrayed the trust of the organization that thought so highly of you. I note that your actions which constituted these offences were completely out of character for you and perhaps your way of committing career suicide.

[23] As I mentioned earlier, this Court is concerned about ensuring that you are provided a punishment that will enhance your rehabilitation, but also sends a clear message to your fellow soldiers that there is no tolerance for a betrayal of trust as you engaged in. I am encouraged by your humility in moving forward and recognize the challenges that lie ahead for you. In your particular case, I agree with counsel that there is no need to seek a period of detention or imprisonment to achieve the sentencing goals. You need to continue moving forward. Essentially, you have already achieved much of what a penal consequence is intended to address and I do not intend to reverse the personal progress that you have made. You must ensure that you continue to seek the appropriate help and rebuild your life. I am inspired by the fact that you are already thinking of the next steps. Believe in yourself. Your courage in accepting responsibility to these very serious offences so early is encouraging and that is something that will set you up for success in the next stage of your life.

[24] Considering all of the factors, the circumstances of the offence and of the offender, the indirect consequence of the finding or the sentence, the gravity of the offence and the previous character of the offender, I am satisfied that this joint submission is in the public interest and does not bring the administration of justice into disrepute. The Court is amply satisfied that counsel have discharged their obligation in making their joint submission, today, on sentence.

FOR THESE REASONS, THE COURT:

[25] **FINDS** you guilty of charges 2, 4 and 5 and not guilty of charges 1 and 3; and

[26] **SENTENCES** you to a reduction in rank to the rank of private and a severe reprimand.

Counsel:

The Director of Military Prosecutions as represented by Captain L. Langlois

Major L Boutin, Defence Counsel Services, Counsel for Master Bombardier Gaffey

ANNEX A TO CHARGE SHEET DATED 30 MAY 2017

Serial	Quantity and Description	Value
1	1 x Milwaukee M18, ¼” Cordless Impact Driver Kit, 18V	\$263.20
2	1 x Hilti TE-6-A, Ram Set, 36V (Rotary Hammer)	\$1695.00
3	1 x DeWalt DC720 ½” Cordless Drill, 18V	\$426.00
4	1 x Honda 3000 Generator	\$2650.00
5	1 x DeWalt DCN 690, Cordless Framing Nailer, 20V	\$610.00
6	1 x MasterCraft Dril/Driving Accessory Bit Set, pc054-3577-2	\$113.99
7	1 x Socket set	\$49.99

ANNEX C TO CHARGE SHEET DATE 30 MAY 2017

Serial	Quantity and Description	Value
1	1 x Honda 1000 Generator	\$1359.00
2	1 x Die Wheel Grinder	\$305.62
3	1 x Pelican S100 Backpack	\$171.60