COURT MARTIAL

Citation: *R. v. McIvor,* 2003 CM 370

Date: 20031028
Docket: S200337

Standing Court Martial

Canadian Forces Base Moose Jaw
Moose Jaw, Saskatchewan, Canada

Between:

Her Majesty the Queen

- and –

Corporal M.I. McIvor, Offender

Before: Colonel K.S. Carter, M.J.

NOTE: Personal data identifiers have been redacted in accordance with the Canadian Judicial Council's "*Use of Personal Information in Judgments and Recommended Protocol*".

REASONS FOR SENTENCE

(Orally)

[1] Corporal McIvor, the court, having accepted and recorded your plea of guilty to the first and only remaining charge on the charge sheet, the court now finds you guilty of that charge.

[2] Let me begin by thanking both counsel for the evidence they submitted and the submissions they have made. As will become evident during the course of my reasons, I have taken some time to consider the various submissions that they have made. Corporal McIvor, the court is now at the stage of sentencing you for this offence. And in determining an appropriate sentence the court has considered the circumstances surrounding the commission of the offence, your background and your current circumstances, your testimony, the submissions of both counsel, and the goal of and the

principles of sentencing. The court must and does follow certain principles in determining what is an appropriate sentence. These principles are applied not only in courts martial, but also in criminal trials in Canada. Your counsel, Major Côté, has already mentioned them, they include: protection of the public; denunciation of the offence; deterrence, both general and specific; and reformation and rehabilitation.

[3] The protection of the public encompasses both the general public interest, which includes, in the context of courts martial, the protection of the interests of the Canadian Forces (CF), and protection of individual members of the public including CF members. In the context of a court martial, the primary interest of the CF is the maintenance or restoration of discipline. Discipline is a fundamental requirement of any military force and is a prerequisite for operational efficiency. Discipline has been described as a willing and prompt obedience to lawful orders. Their prompt and willing compliance is of fundamental importance, not only for the success of a mission, but for the safety and well-being of other CF members.

[4] Discipline, while a group quality or characteristic, is, in its final analysis, founded on personal choice. The heart of discipline is not unthinking action, but rather conscious, immediate, and automatic response developed through practice, but ultimately resting on choice. When discipline appears to have been breached, then disciplinary action may be taken in the form of summary trials or courts martial. This is done to restore discipline. Fortunately, in the Regular and Reserve Force of approximately 80,000 members, there are only 1,000 summary trials a year and less than 10 per cent of that number of courts martial.

[5] The principle of denunciation, which I have mentioned, is self-explanatory. It is the consequence that society imposes for a breach of its laws. General deterrence, which both counsel have mentioned, is a principle that the sentence imposed should deter, not only the offender from re-offending, but also others in similar situations from engaging, for whatever reasons, in the same prohibited conduct. And the principle which applies to deter the offender personally from re-offending is called specific deterrence. That means that the sentence should deter you from re-offending. Not just committing the same offence again, but from committing any offences again. Reform and rehabilitation, though they are the last principles that I am listing, are of vital importance.

[6] When reformation and rehabilitation appear to be viable options, then they are something which must weigh very heavily with any court in its consideration of a suitable punishment. This is because, ultimately, society is only protected through an individual reforming and rehabilitating him- or herself. Like discipline, reformation and rehabilitation are an individual choice. Society, the CF, can facilitate this choice by both positive and negative incentives, but only the individual can make the necessary choices and take the necessary action. In addition, there are other important considerations which the court must and has taken into account. One is proportionality, which on the one hand argues that sentences for similar offences by similar offenders committed in similar circumstances should not be significantly different. On the other hand proportionality requires, as does *Queen's Regulations and Orders for the Canadian*

Forces (QR&O) 112.48, that any sentence take into account not only the nature of the offence, but also the background; that is, the previous character of the convicted person.

[7] QR&O 112.48 also requires that this court take into account any direct or indirect consequences of any finding, and what is most applicable here, of any sentence it imposes on the offender. The court has also considered the provisions of section 718, 718.1, and 718.2 of the *Criminal Code* which, while not directly applicable, sets out valuable considerations relating to restorative justice. Finally, here, as in every court martial, the court ultimately must consider carefully any sentence to be satisfied that it is the minimum punishment required to maintain discipline.

[8] The court has considered carefully the nature of the offence; that is, fraud against the CF. While not technically your employer, as members of the CF are not employees, the CF is effectively in the same position as you work as a member of the CF and are paid by the CF for that work. Given the nature of the offence, the court agrees with both counsel who have submitted that the predominant consideration in sentencing in an offence of this nature to protect the public, to maintain a safe society, and to restore discipline is general deterrence. The court also accepts, as your counsel, Major Côté, has submitted, that as in any other case, the other principles I have already listed must also be properly applied. And the court has done that with particular emphasis on rehabilitation and reformation.

[9] When determining an appropriate sentence the court often looks for an appropriate range of sentence usually based on the nature and the circumstances of the offence, if that can be determined, and then considers the mitigating and aggravating factors which are objective factors; that is, factors that are often found in many different sentences, and also the particular circumstances of the individual offender.

[10] Let me begin by summarizing the submissions that the counsel have made. The prosecution outlined the mitigating factors in your favour as: your guilty plea; that is, a guilty plea is, by definition, an indication of remorse and a prerequisite for effective rehabilitation; secondly, that you are a first offender; that is, you have no conduct sheet; and finally, that the offence here showed a lack of sophistication in the commission of the offence; that is, the prosecutor stressed that you had not taken any significant steps to create a situation where you were going to be able to cover up what it was you had done. The prosecution also outlined the aggravating factors as predominantly this being a breach of trust situation; that is, a breach of the trust the CF places in you to act honestly and with integrity. The prosecution suggested the most appropriate range of punishment for an offence of this nature was a severe reprimand or a reprimand and a fine, though in exceptional cases incarceration, either detention or imprisonment, might be appropriate.

[11] Captain Litowski also kindly provided the transcripts of sentencing from five recent courts martial, and a summary of results from another which she suggested might be of use to the court in its deliberations. Those cases, which were heard in 2001 to 2003, are *Urquhart, Matthews, Baptista, Brake, Aldridge,* and *Isabelle.* The sentences

there range from suspended detention through severe reprimand, and fines ranging from $2,500 to $5,000, to a fine of $2,000. The court has reviewed those cases and found most useful those of *Urquhart*, *Baptista,* and *Aldridge.* The prosecution concluded by saying that it accepted that you sincerely had the intention to reimburse the CF for the $3,093.50 that were defrauded, and even though no repayment had been made to date, your statement here was such that it convinced them. The prosecution also suggested an appropriate sentence was a severe reprimand and a $2,500 fine.

[12] Major Côté, your defence counsel, began by reviewing the principles of sentencing and stressing that each sentence needs to be individualized to the offender as well as the offence. With some reservations, which he explained, he substantially agreed with the prosecution on the mitigating and aggravating factors which applied in this case. He added, however, to the mitigating factors, two matters. One is the amount of time that has passed since the commission of this offence, by the court's calculation approximately 21 months, and the fact that you were under stress at the time that you committed the offence from your marital difficulties and their attendant and connected financial difficulties.

[13] The defence, while agreeing that general deterrence was the best way to protect the public and restore discipline, submitted that an active and well publicized audit and apprehension programme are the most important factors in serving as general deterrence and that the sentence imposed, and in particular the size of any fine, has less of an impact. Defence counsel also submitted that specific deterrence was no longer required given that you had, in the past year, managed to get your finances somewhat under control. At least, the submission is from defence counsel that you are not currently in the same desperate straits that you were in in the year 2001.

[14] The defence submitted that the court should take into account that any sentence should not push you into financial predicament; that is, it should not put you back in the same situation you were in 2001. The defence also submitted that your lack of reimbursement to date is explicable given your financial circumstances over the past 21 months. The defence suggested there were two approaches to determining an appropriate fine in cases of this nature: one he described as, essentially, the dollar-for-dollar approach, and he indicated the cases provided by the prosecution displayed that approach; the other approach, and the approach that he argued was appropriate in this case, was what he called the pro rata approach. This, he indicated, was exemplified in the Court Martial Appeal Court (CMAC) decision of *R. v. St Jean*, reported at (2000) CMAC No. 2, and the court martial decision of *R. v. Young.*

[15] In both cases large amounts of money, $25,000 to $30,000, were defrauded from the CF by CF members, but the fines that were imposed as a punishment amounted to, in the calculation of Major Côté, around 26 to 27 per cent of the amounts. Your counsel suggests, that given the circumstances of desperation rather than greed and the application of the pro rata principle, that an appropriate sentence in this case would be a reprimand and a $800 fine. However, he submits that two additional factors should reduce the amount of the fine by approximately $300.

[16] The first factor is the passage of time since the commission of the offence. And the second factor is what I would describe as either a complicity or a lack of action on the part of the chain of command in failing to ensure that your change of marital status, of which it was aware at Canadian Forces Base (CFB) Winnipeg, was properly notified to CFB Borden authorities so that they could stop you from committing the offence of fraud when you first attempted it, thereby, to use the words of defence counsel, "stopping you right away." These two additional considerations should, in defence counsel's submission, reduce the fine to $500.

[17] What is the evidence before the court with regard to the gravity of these offences and the circumstances surrounding its commission? The evidence comes from the Statement of Circumstances and also from the testimony that you provided, Corporal McIvor. And the court will summarize, briefly, in a chronological order, what it has heard from the Statement of Circumstances and from your own testimony. In the fall of 2000 you were posted to Winnipeg and you were experiencing some medical problems in the forms of depression and some matrimonial problems. You were treated by CF medical authorities and assisted by CF social workers.

[18] In September and October 2000, you moved out of your family house and into quarters. Apparently, because of the medical social issues, rations and quarters were provided to you at no expense by the CF for a period of four to six weeks. Once your medical problems had stabilized to some degree and it became clear that your family problems had resulted in a marriage breakdown, you remained in rations and quarters, but began paying for them sometime in October or November 2000. At that time you were paying your wife child support and also paying for the mortgage on your house in Winnipeg.

[19] In December 2000, as a result of more formal court proceedings, you began, in January 2001, to pay court ordered child and spousal support of approximately $1,221 a month. You believed that you and your spouse had agreed, at that time, that she would pay the mortgage. Unfortunately, that did not occur, and at some time in the spring of 2001 you received notice from the bank that mortgage payments were not being made and were now in arrears. You then stepped in to pay the arrears and also to make the monthly payments. And the arrears you estimated to be approximately $1,600 in total at the time you made the payment.

[20] Because of the fact you were paying child and spousal support of $1221 a month, and also making mortgage payments which you estimated at around $700 at that time, this led to approximately 70 per cent of your normal monthly pay being used for mortgage payments and family support obligations. Now, concurrently, during this time period, there were a number of changes that occurred in your employment with the CF. In September 2000, as a result, apparently, of you volunteering for a remuster, you were sent a posting message, Exhibit 7, which posted you, from the 16th of March 2001 to the end of January 2002, on your Qualification Level3 Aircraft Structure Technician's Course.

[21] This message put several obligations on the member who received it to select their posting status based upon their marital status. And the court has looked very closely at this message, particularly in light of the submissions of your counsel as to its effect. And the court would simply read some of the most significant extracts. This is a message that is entitled "POSTING INSTRUCTION - 565 ACS TECH," and it relates to XXXX Corporal McIvor, and indicates in paragraph A that you are married. Now, given the date of this message, which is 13th of September 2000, it would seem to be accurate at that time. It indicates that you are posted on 16 March 2001 to a position at Canadian Forces School of Aerospace Technology and Engineering (CFSATE) in Borden for a course that runs from the 26th of March 2001 to the 29th of January2002. It then goes on to say:

> "FOR MARRIED ... MEMBERS WITH DEPENDANTS"

And so obviously this is something that relates only to certain members because it also goes on to say after that:

> "FOR SINGLE MEMBERS"

[22] So there is a message here, but the court has looked very carefully at the date, and that the date, from the evidence in front of it, you were still married. What it does is it offers a number of options with regard to postings, but it makes it clear that this is a restricted posting unless the member, themselves, takes certain action, and it puts an obligation on the member, not on the organization, if they want to take advantage of any of the benefits or options that are laid out in this particular message.

[23] So the court has considered the message carefully, but the date of the message and your status at that time was certainly married, and the message itself does not seem to put an obligation on the unit, but rather on the member, to notify people of changes and also to do so to take advantage of any benefits that may accrue to them. Now, on the 12th of March 2001, the Statement of Circumstances indicates that you, who by that time had been living in rations and quarters at CFB Winnipeg for several months and paying for them, provided a statutory declaration that you had been separated from your wife since September 2000. And I would point out that the 12th of March 2001 is just before your posting date as it is set out in Exhibit 7.

[24] This information does not seem to have been passed on to authorities at CFB Borden, as shortly after the Aircraft Structure (ACS) TQ3 Course which you attended began, specifically on the 2nd of April 2001, you made an application for payment for separation expense to which you were not entitled given your separated marital status. However, this was approved and you received an extra $345 a month to which you were not entitled, but which, understandably, in your difficult financial circumstances, came in very useful. The application process required you, on a monthly basis, to reapply and to re-certify that you were entitled to this benefit. You did this for eight months; that is,

for the total time, essentially, you were on the course. The total amount you received was $3,093.50, and none of the money has been repaid to this date.

[25] It was not until July 2002, according to the Statement of Circumstances, that another application, this one for moving benefits, brought to light your actions. An investigation ensued, and on the 15th of August 2003, the charge sheet was signed.

[26] That is the offence, but what about the offender? The court has heard some information about your background and quite a bit about your financial circumstances. You joined the CF in 1984 as an Airfield Engineer Tech and you have served with the CF for approximately 19 years. You were promoted to corporal in 1988, but you have not received any further promotions. From your Personnel Record Résumé, and also from the medal that you wear, it is clear that you have not served on any overseas deployments to date.

[27] Sometime before September 2000 you volunteered to remuster into the ACS Technician trade and you were sent on a QL3 course from March 2001 to January 2002 at CFSATE in Borden. Since that course, you appear to have been on an apprentice programme at 431 Squadron here in Moose Jaw. You have experienced some significant difficulties in your new trade and the court has looked, here, at the Personnel Evaluation Report (PER) that was put into evidence. And this PER for the period April 2002 to March 2003, indicates that, in essence, you had, at that time, been a 16-month apprentice and it expresses a number of concerns about your performance. It says that you hesitated to act without direction, you required constant supervision, and failed to safely utilize resources such as personal protective equipment and sharp knives. And it goes through a number of other statements that substantiate particular incidents in this regard.

[28] In the reviewing section, it indicates that you are unable to select and implement appropriate courses of action, you have had difficulty retaining and following verbal instructions, and you do not willingly seek and accept additional responsibility. And it goes on to say:

> "Cpl McIvor's technical and skills development is well below that expected of an apprentice at this time in his training. His lack of enthusiasm and basic task specification comprehension has severely hampered his progression in the ACS trade. Cpl McIvor is not suitable for the ACS trade and may need to be evaluated for employment within another trade field."

And the final recommendation on additional review says:

> "Cpl McIvor is not suitable for further training in the ACS trade and will be referred to the PSO."

[29] Now, the indication before the court is that has not yet happened, but the court has considered that that is a strong possibility in this case. Now, at the same time, in addition to providing the court with a PER, your defence counsel also provided a series of letters of appreciation. In fact, there are four of them because one is a covering letter for the letter of appreciation underneath. They run from the year 2000 to 2003. They are all ones which relate to work you have done in the company of other people, so the letters of appreciation are directed towards the work of seven, in one case, four in another, fifteen in another, and three in a final case, people, in each of these. So they are not individualized letters of appreciation, but they are letters of appreciation for work that you did along with other people in the group.

[30] The court would say that at least one of them relates to the time frame of the PER and shows a somewhat different picture. And this is one that is a letter of appreciation regarding work that you did on an open-house registration for the Military Family Resource Centre here at Moose Jaw. So although the court has taken into account your work performance and PER, it also takes into account that you have made other contributions to the community during the time frame that has been outlined in the letters of appreciation. Currently, however, your future employment in the CF is at the stage where it is certainly likely it is going to be reviewed. The court also notes, from your Personnel Record Résumé, that your current terms of service expire on the 8th of August, 2004, but that you have been offered and have accepted an indefinite period of service.

[31] What about your current financial situation? As indicated, you have 19 years of service with the CF so you do not, at this time, have an immediate vested pension. You have a house in Winnipeg which you currently rent out, and according to your testimony there is approximately $40,000 worth of equity in the house, though given the fact that it is in both yours and your spouses' name, and given the background of your matrimonial relationship, the court would conclude that your entitlement to equity is probably only half of that amount. Your monthly pay is $4,316 gross, and $2,744 net.

[32] The court, having looked at the income from your house, and the expenses, and noted there is only about an $18 difference, has taken those out of the equation when considering your monthly income. You are still paying support in the amount of $1,221 a month to your family. Your monthly excess of income over expenses is listed in Exhibit 11 as approximately $834 a month, but that particular financial statement, as was brought up by the prosecutor, does not take into account payments that you are making at the moment on the interest on the $5,000 and $10,000 line of credit. Those combined total approximately $113 a month. So the court has deducted those from the money available as it is listed in Exhibit 11 and this renders that amount approximately $721 a month.

[33] The court also would take into account, that as you are only paying the interest on those two loans, that is probably still a somewhat unrealistic number since, at some point in time, you are going to want to start paying off the principle. And even if it is not something that you want to do in the near future, it may well be that the institution,

the lending institutions, want that. So the court has not considered that you have $721 a month free and clear at this point in time. So that, then, is the evidence before the court on your background and your current situation, both work related and also financially.

[34] The court would then like to move to dealing with some particular issues that were raised by counsel. And the first one is the issue of the aggravating factor of breach of trust that was raised by the prosecutor. In that regard, the court, in its review of a case that was referred to it by the defence, *R. v. St Jean*, at paragraph 22, looked at the approach that the CMAC took to a similar situation and this is the approach that this court would adopt. And at paragraph 22, Letourneau J., speaking for the court, states as follows:

> After a review of the sentence imposed, the principles applicable and the jurisprudence of this Court, I cannot say that the sentencing President erred or acted unreasonably when he asserted the need to emphasize deterrence. In a large and complex public organization such as the Canadian Forces which possesses a very substantial budget, manages an enormous quantity of material and Crown assets and operates a multiplicity of diversified programs, the management must inevitably rely upon the assistance and the integrity of its employees. No control system, however efficient it may be, can be a valid substitute for the integrity of the staff in which the management puts its faith and confidence. A breach of that faith by way of fraud is often very difficult to detect and costly to investigate. It undermines public respect for the institution and results in losses of public funds. Military offenders convicted of fraud, and other military personnel who might be tempted to imitate them, should know that they expose themselves to a sanction that will unequivocally denounce their behaviour and their abuse of the faith and confidence vested in them by their employer as well as the public and that will discourage them from embarking upon this kind of conduct.

[35] So the court would adopt that; which is, rather than a breach of trust in a more traditional sense, is a breach of faith in a situation such as this; that is, a breach of faith in the integrity that is expected from a CF member. The second issue that the court wishes to address is the issue of the determining of the amount of a fine which has been raised by your defence counsel who has detected two approaches; the dollar for dollar approach that he mentioned, and the pro rata approach. The court, while appreciating the calculations that went into this, has reviewed the cases and, in essence, comes to a different conclusion; that is, that neither dollar for dollar nor pro rata are the basis for these kind of determinations. Rather, it is the application, according to the courts, of the principles of sentencing, including the principle of the minimum sentence necessary, which results in the amounts of fines in each of these cases.

[36] With regard to the larger amounts of money; that is, the ones that have been categorized as pro rata, the court's understanding of the considerations that went into determining those amounts are that, when it is a very large amount, there is no requirement to look at an equivalent amount for general deterrence; that is, the principles of sentencing and the requirement of the minimum sentence necessary to restore discipline may well result in a much lower fine, proportionately, for very large amounts of money. But that is not something which the court sees in these cases as any indication of any pro rata assessment of the amount of money that should be imposed for a fine.

[37] The next issue the court wishes to address, in particular because it was brought to its consideration, was that of what I would call complicity of military authorities or the failure of military authorities to take actions that would have made it more difficult for you to commit the offence that you committed. The court accepts that there may be certain cases where the actions of authorities go to mitigation. Authorities may mislead individuals, there may be reliance by individuals on information or actions of the authority which do go to mitigation, but the court does not find that that is the case here. It is clear from not only the Statement of Circumstances, but from your own testimony, that you were well aware of the situation at that time. There is a very short period of time between you providing the statutory declaration and taking the action to obtain the separation expenses.

[38] It is clear that the action to take advantage of the separation expense was a deliberate action and that the initiation of it was you, not the CF. Certainly, you may have taken a risk, inasmuch as you may not have been aware of where the document was that you had provided and whether or not it had been or would be passed on, but the court does not see that that is a situation where the failure of the authorities in Winnipeg to pass on information to the authorities in Borden is a mitigating factor in your offence.

[39] The issue of general deterrence and what role the sentence can play in facilitating general deterrence is also another issue that was brought forward by your counsel. And the court would agree in large part with your counsel that the most effective deterrence is a programme, an active and well publicized programme of audit, investigation, apprehension, and consequences. But the court also adopts the position of the CMAC, as set out in *St. Jean* in the extract that has already been read, that the sentence, too, has a role in deterring individuals. And so while the court accepts the importance of the active programme, it also believes that an appropriate sentence does have a role in facilitating general deterrence.

[40] So what does this mean in terms of an appropriate sentence? The court has indicated it is accepted general deterrence as the most important factor, but also reform and rehabilitation. In terms of denunciation, the court is satisfied that any punishment that satisfies the requirement of general deterrence will satisfy the requirement of denunciation. And with regard to specific deterrence, in essence the submissions of your counsel are that that is not required. And the statement of the prosecutor that the prosecutor believes that you will, indeed, repay this money, is some indication that the prosecution, too, is satisfied that this is not something which is a repetitive situation. So the court, in terms of specific deterrence again, has a situation where it is satisfied that general deterrence is what is required. There is no additional requirement for specific deterrence in this case.

[41] In terms of mitigating factors, the factor of your plea of guilty is, indeed, important, and also the fact that you have no prior convictions. Finally, as a mitigating factor, the court has accepted the stressful circumstances in which you found yourself.

The court, while having sympathy for those circumstances and the difficulties you were in, is also, as you have indicated from your own actions, aware that there are a number of other available support mechanisms open to individuals in the CF besides trying to take advantage of programmes that they are not entitled to. So the court accepts the stressful circumstances and that you were in a very difficult financial situation, but the court would also say that is frequently the case for CF members who take advantage of various mechanisms that will allow them to obtain money, either temporarily or permanently, from the CF to help them out, as they see it, from their financial difficulties.

[42] In the aggravating factors, the court has considered that this was deliberate. And the court, given its assessment on the particular situations raised, also takes into account that it was repetitive. This was not an impulsive, one time application on your part, but one that you did on a regular basis. The court has considered two issues and would categorize them as, effectively, ones that it would not set into either mitigation or aggravation, but would include in a general consideration of the seriousness of the offence. The first one is the fact that, although you have not repaid, you have made indication here today that you intend to and will repay, so the court has taken that into account. The other one is what was described by the prosecution as a certain lack of sophistication; that is, that although this was a deliberate and repetitive act, it was not necessarily a particularly well planned and sophisticated scheme to defraud the CF. So the court also takes that into account in assessing how serious this matter is.

[43] Neither counsel have suggested that incarceration is appropriate, and the court agrees it is not. That is not to say that there cannot be incarceration for even a first time fraud offence, and the CMAC has made it clear that it is a possibility, but in this case it does not seem necessary for general deterrence. The court believes that the appropriate range has been identified, and that is the range of either a severe reprimand or reprimand and a fine. But the fine must be sufficient to deter others from taking advantage of the situation you found yourself in or similar situations. At the same time it has to be one that will allow you to continue to try and rehabilitate and reform yourself; that is, to dig yourself out of the financial mess which you are still in. The court has considered this and it believes that it can craft a sentence which will be both a deterrence and also, by the terms of the repayment, allow you sufficient time so that the additional money you will have to pay is not one that is going to send you into a tailspin again.

[44] The court believes that a severe reprimand is the minimum that it can impose to serve as a general deterrence and denounce a breach of faith. In addition, as it has indicated, a fine is required. The court, in determining the fine, has looked at how it can structure the repayment, as I have indicated, to allow you to repay the fine and at the same time, perhaps, even address your current financial obligations. So please stand, Corporal McIvor. The court sentences you to a severe reprimand and a fine in the amount of $2,500. The court, in terms of payment, will impose an obligation to repay this money at the rate of $100 a month for a total of 25 months. The first payment is to begin in November of 2003.

[45] The court believes that this is a significant deterrent to anyone else, but will still allow you, as it has indicated, to re-establish yourself financially. However, the court is also cognizant of the fact that your future in the CF is not guaranteed and that there may be other difficulties for you, not as a result of this court martial, but as a result of the matters that were raised in your PER. The court, therefore, would direct that if you are released from the CF, either voluntarily or otherwise, during the terms of this repayment, then the full amount that is outstanding will be due and owing the day before your release. And the court directs the prosecution to advise the appropriate authorities in the claims section at National Defence Headquarters, and the Career Sections, of this order.

Counsel:

Captain M.L.A. Litowski, Regional Military Prosecutions Western, Counsel for Her Majesty the Queen

Major J.D.M. Côté, Directorate of Defence Counsel Services, Counsel for Corporal M.I. McIvor