

You have been a member of city council since 2000, I think.

Yes.

And you were elected mayor in 2010?

Yes.

When you became mayor you signed a declaration of office?

Yes.

You remember doing that? Yes?

Pardon me?

You remember doing that?

Signing the declaration of office?

Declaration of office?

Correct.

And that's the same declaration when you were first elected in 2000 and 2003 and again in 2006, correct?

No, no, I don't know that that's correct.

The declaration is a serious promise?

I can't remember exactly what the declaration says.

But you understand it to be a serious promise?

I don't recall what it says.

I'm not asking you to recall what it says at the moment. Did you understand that you were making a serious promise?

I don't remember exactly what the wording said on the document.

Was it a casual conversation when you gave the declaration?

The clerk asks you to sign it, but I can't remember exactly what it said.

It was a formal occasion?

How do you define "formal"?

Not casual, not something that would happen over a glass of beer in a pub.

It happens in an office at city hall.

Right, and therefore a matter of formality?

Again, define "formality". We go to our office and sign this document.

It was a serious occasion?

It all depends how you define "serious". We just sat and signed a document.

It was an important occasion?

Stop. You're holding the declaration. I don't imagine there's any issue that he signed it. The rest of it is a legal argument that you can put to the judge. It says what it says. You can argue that it's a serious document, and it's a serious....I think you used the word "promise". We don't need to go through this with this witness.

I think we do. Do you object to him answering that question?

Well, I have let you ask the questions. He has answered them numerous times. I don't think we need to continue with them.

We have a difference of opinion. Do you wish to object to him answering the question?

Yes, I'm going to say no more questions beyond the ones that have already been asked.

All right. The two choices are, as I understand it, that we can have him answer the question despite objection, or we can simply not have an answer in accordance with your instructions, and deal with the matter later. Which do you prefer?

Well, in my view, you have asked a number of questions. You have got the answers, and I think this is the end of it.

Okay. I take it that's the choice not to answer the question under objection?

If you want to show him the declaration which you're holding in your hand, have him affirm that it's his signature, I'm happy to have him do that. Then it's a matter of argument as to what it means.

I have got your point. I don't agree with it. I'm just asking whether you will agree to have him answer the question under objection, and have the objection ruled on later.

No.

Thank you.

Do you recognise that document?

That's my signature. That's my signature.

Do you wish to mark that?

I think we should. Now what marking do you like on these things?

We'll mark it...There's an exhibit stamp.

Good. I'll make this One. We'll just look at it again. Does the last paragraph of the text, quote: "...And I make this solemn promise and declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath..." indicate to you that this was a serious and formal occasion?

You said "quote", I don't see quotation marks in here.

Yes, I was quoting for the record.

Again, how do you define "formal"? I repeat what I said, that I went to the clerk's office and signed this document.

It was an important occasion, in your mind?

It all depends how you define "important". I went to the clerk's office and did it, and this is the fourth time I have done it. When you get elected, you do that.

Okay. I'm showing you a second document. Do you recognise that document?

Yes. I do.

Are your answers with respect to it the same as the earlier document, Exhibit One?

These aren't the same documents. This section Twenty-Three is different than that section One-Ninety-Six.

How is it different?

It does not say the same as this.

Got it. The significance of the difference?

One says section One-Eighty-Six of the City of Toronto Act 2006, and I don't know. You just took the other one. I don't know what it says.

Well, the first one relates to you taking the office of mayor, and the one I just showed you relates to taking the office of councillor, right? Other than that, are there any changes?

I would have to read it. One says, "councillor" and one says "mayor". The sections are different. The year is different. Number Four is not the same. The last paragraph is the same.

The dates are different. I can't see a logo on that. I can't really say that that is the same. It could be. These aren't the same. There are some differences I just pointed out.

This is your signature on both of them?

M'mm.

Yes?

Yes.

Did that language in the last paragraph on each one of the documents indicate to you that this was as a serious promise?

It all depends how you define "serious".

That's the best answer you can give me?

It all depends how you define "serious".

Okay, we should mark the second one. I show you now the third in the series dated November 24th 2006. That's your signature at the bottom?

Yes.

And you would give the same answers respecting that document as you gave about the earlier ones, correct?

What is the question?

All the questions, rather than repeat them, I'm asking whether you have the same comment about this document.

When you repeat the question, I'll answer the question.

I don't think I can repeat the question. Do you have any different feelings about this document than those you have already expressed?

I was in the clerk's office and I signed it in front of the clerk.

Do you have any different feelings respecting this document that those you have already expressed?

No, I think they were relatively the same, except for some wording has changed.

We will put that Three. I take it when you signed these documents you meant the words in it, and intended them to be followed, correct?

Yes, when you sign something, yes.

And in each case section Four of this document says: ..."Oath of Office: I will disclose any pecuniary interest direct or indirect in accordance with the MCIA..."

That's not what number Four says here.

It's number Three in Exhibit Three. I don't know. Maybe the numbers have changed around a little bit, but anyway, they say what they say.

They all say this, and of course, you meant to do just that, correct?

Do what?

"....disclose any pecuniary interest direct or indirect in accordance with the MCIA..."

Whatever the document said, I agreed with.

When you signed these documents did you know that under the MCIA you must declare a pecuniary interest and that you may not vote nor speak to a matter in which you have a pecuniary interest, whether on your own behalf or through or with another entity?

What does the MCIA stand for?

Municipal Conflict of Interest Act.

Okay, can you repeat the question?

You know when you signed these documents that under the Municipal Conflict of Interest Act you must declare a pecuniary interest, and you must not vote on or speak to the matter in which you have a pecuniary interest, direct or indirect, whether on your own behalf, or through or with another entity, yes?

I don't know the act inside and out. So I'm familiar with it but I don't know it exact.

Did you know those things that I just read to you?

I'm familiar with it.

Familiar means to me that you have a rough understanding of it. Is that what it means to you?

That's fair.

But no part of what I read is a surprise to you? You know that?

Again, it's depending on the way you're phrasing it.

I'm showing you section Five of the MCIA. I would like you to read it. Okay. I take it this part of the Act you knew?

Again, I don't know this Act inside out.

Did you know this part of the Act at the time when you signed the documents?

I don't recall. Again, I don't know this Act word for word.

I don't expect you to know it for word for word. Did you understand the content of the Act, particularly section Five-One, as you have just read it?

I'm not a lawyer. I don't know all the legal aspects of this Act.

What parts don't you understand, starting with section Five?

I'm sure there are a lot of things, all these...I don't know what an R.S.O. is. I don't know what 10.50 is. I'm not familiar with some of the terminology in here. I'm not a lawyer.

Okay, let's go through section Five. What parts didn't you understand of the preamble, Five-One, starting, "Where a member..." running down to the words: "...the member..." And then I will take you through (a), (b) and (c). Are there any parts of that you didn't understand?

Really, he has told you that he didn't know the Act. He had a rough understanding. Why don't you get to the events that we're talking about, and you can ask him what his understanding is?

This is the question that I want to explore.

All right, explore it. He has told you he is not a lawyer, and he hasn't read the Act. He has an understanding. If you don't want to know what his understanding is, fine.