

THE REAL ESTATE COUNCIL OF ALBERTA

IN THE MATTER OF s. 39(1)(b) and s. 41 of the
Real Estate Act, R.S.A. 2000, c. R-5

AND IN THE MATTER OF a Hearing concerning the conduct of
Darshan (Sid) Sidhu and Kulwant Sidhu, both registered Real Estate
Agents at all materials times hereto with 520237 Alberta Ltd., o/a Realty
Executives Cityview.

HEARING DATE:	October 26, 2004 Proceeded by teleconference
HEARING PANEL MEMBERS:	Bev Andre, Chair Darrell Cook Barry Gogal
APPEARING:	Naomi Nind, for the Executive Director J.M. , for the Respondents
ATTENDING:	Natalie Scollard, Hearings Coordinator

DECISION

FACTS:

On October 18, 2004, both Darshan and Kulwant Sidhu signed an Admission of Conduct (attached as Schedule "A" and "B," respectively). The Admissions of Conduct contain an Agreed Statement of Facts, Agreed Conclusions on Breach and Joint Submissions on Sanction.

On October 26, 2004, a Hearing Panel consisting of Beverly Andre, Darrell Cook and Barry Gogal, convened via teleconference in order to consider the contents of Schedule "A" and Schedule "B."

THE HEARING PANEL HEREBY FINDS AS FOLLOWS:

In the matter of Darshan Sidhu and Kulwant Sidhu, we, the Hearing Panel, order the contents of the two Admissions of Conduct, Schedule "A" and "B," in full.

Furthermore, in Schedule "A," we order clause 52(d), as written, despite the fact that the clause was not initialed by a representative of the Executive Director. The Hearing Panel believes this was an oversight on the part of the representative of the Executive Director.

Furthermore, in Schedule "B," we order clause 27(d), as written, despite the fact that the clause was not initialed by a representative of the Executive Director. The Hearing Panel believes this was an oversight on the part of the representative of the Executive Director.

As such, both Darshan and Kulwant Sidhu have 60 days to pay their respective fines and costs.

DATED this 4 day of November, 2004.

"Bev Andre"

Bev Andre, Chair

"Barry Gogal"

Barry Gogal

"Darrell Cook"

Darrell Cook

IN THE MATTER OF the *Real Estate Act*, R.S.A. 2000,
c. R-5

AND IN THE MATTER OF Darshan (Sid) Sidhu, Agent,
registered with 520237 Alberta Ltd., o/a Realty Executives
Cityview

ADMISSION OF CONDUCT

A. AGREED STATEMENT OF FACTS

1. Darshan Sidhu (hereinafter "Mr. Sidhu") has been authorized to trade in real estate as an agent since 1990. Since September 1997, he has been an agent with 520237 Alberta Ltd., o/a Realty Executives Cityview (hereinafter "Cityview").

The Transactions for the Martindale Property and the Erin Meadow Property

2. On July 6, 2000, A.S. and R.S. [(together "the S.'s")] entered into a Residential Real Estate Listing Contract (hereinafter the "Martindale Listing Contract") with Cityview with respect to residential property known as 170 Martindale Drive NE, Calgary, Alberta (hereinafter the "Martindale Property"). Mr. Sidhu was the listing agent.
3. The S.'s were prior clients of Darshan Sidhu and Kulwant Dishu and the Sidhus considered the S.'s long-time family friends.
4. While A.S. was a registered owner of the Martindale Property, R.S. was not. S.S. was a registered owner of the Martindale Property, but he did not sign the Martindale Listing Contract. As a consequence, S.S. did not sign the Dual Agency Acknowledgement.
5. As of July 7, 2000, the S.'s entered into a Residential Real Estate Purchase Contract for the purchase of a residential property municipally known as 251 Erin Meadow Green SE, Calgary, Alberta (the "Erin Meadow Property"). Mr. Sidhu was the S.'s agent in this transaction.
6. The S.'s did not have the funds to pay the initial deposit of \$2,000 for the purchase of the Erin Meadow Property, and after signing the Purchase Contract for this property, they asked Mr. Sidhu for a loan in this amount. Mr. Sidhu agreed to make this loan. Mr. Sidhu was to be repaid out of the sale proceeds of the Martindale Property. There was no agreement in writing with respect to Mr. Sidhu's loan of \$2,000.

7. Mr. Sidhu did not inform his broker, T.M. , that he was providing the funds to pay the initial deposit for the purchase of the Erin Meadows Property. Mr. Sidhu did pay the deposit by personal cheque to his brokerage.
8. At the meeting on July 6, 2000 to sign the Martindale Listing Contract and the Offer to purchase the Erin Meadows Property, A.S. asked if he could borrow another \$4,000 and said that he would pay all the money back from the proceeds from the sale of the Martindale Property. Mr. Sidhu gave Mr. Syed \$4,000 in cash because he considered the S.'s long-time friends and clients. . There was no agreement in writing relating to this loan.
9. S.S. was not at the meeting on July 6, 2000, and he did not give written consent to the repayment of the loans of \$2,000 and \$4,000 out of the sale proceeds from the Martindale Property.
10. Mr. Sidhu did not inform T.M. , his broker, that he was lending the S.'s \$4,000 on the understanding that this loan would be repaid out of the sale proceeds from the Martindale Property.
11. On August 26, 2000, Kulwant Sidhu (hereinafter "Mrs. Sidhu") presented to the S.'s an offer to purchase the Martindale Property made by B.E. and S.E. (together the " E.'s ") for a purchase price of \$134,525. A.S. made a counter-offer of \$134,750 that the S.'s accepted. (Hereinafter the Residential Real Estate Purchase Contract for the sale of the Martindale Property will be referred to as the "Martindale Purchase Contract".)
12. S.S. was not present when Mrs. Sidhu presented the E.'s offer to purchase the Martindale Property. Mrs. Sidhu obtained S.S.'s signature to the Martindale Purchase Contract after the purchase price had been agreed upon between A.S. and the E.'s .
13. Mr. Sidhu was not present when Mrs. Sidhu presented the E.'s offer to purchase the Martindale Property. He was also not present when Mrs. Sidhu obtained S.S.'s signature to the Martindale Purchase Contract.
14. The selling and listing realtors for the Martindale Property were related to the buyers in that B.E. was Mrs. Sidhu's brother.
15. The initial Offer to Purchase the Martindale Property as first presented to the S.'s , had a number of errors and omissions:
 - The address was incorrect and read "170 Martindale Bo NE" rather than "170 Martindale Dr NE".
 - The seller was identified as " S. " and made no mention of S.S. , the other registered owner of the Martindale Property.

- The initial offer of \$134,525 on the Seller's copy was to be paid by way of an initial deposit of \$2,000, new financing of \$130,000, other value of \$4,500 and a balance of \$4,525. The total amount of the various elements of payment was \$139,025 and not \$134,525.
 - There is no reference in the Martindale Purchase Contract to the tenant who occupied the basement suite in the Martindale Property.
 - Mrs. Sidhu contributed \$1,000 to the initial deposit on the Martindale Property on behalf of the E.'s , but she did not disclose this fact to the S.'s or S.S. on the Martindale Purchase Contract.
16. The Seller's copy of the Martindale Purchase Contract did not disclose the relationship between the selling and listing realtors and the buyers, whereas the Buyer's copy has the following notation added to clause 7.6: "Selling & Listing Realtors are related to the Buyers.
 17. At the closing of the Erin Meadows Property, the S.'s did not want to pay interest charges to a bank for interim financing, and consequently, Mr. Sidhu agreed to pay the balance of the down payment for \$19,000 given his prior relationship with the S.'s . There was no written agreement relating to this loan and S.S. did not consent in writing to its repayment out of the sale proceeds from the Martindale Property.
 18. At the closing of the Erin Meadow Property, the S.'s bank refused to provide interim financing, and consequently Mr. Sidhu agreed to pay the balance of the down payment in the amount of \$19,000. There was no written agreement relating to this loan, and S.S. did not consent in writing to its repayment out of the sale proceeds from the Martindale Property.
 19. Mr. Sidhu did not tell T.M. , his broker, about providing the closing funds for the purchase of the Erin Meadow Property.
 20. At the closing of the Martindale Property, A.S. and S.S. signed a Direction to Pay authorizing their lawyer to pay, among others, Mr. Sidhu \$26,000. This amount consisted of the initial deposit of \$2,000 for the Erin Meadow Property, the closing balance of \$19,000, the loan of \$4,000 and another loan of \$1,000 that Mrs. Sidhu had provided R.S. . On the Direction to Pay, the amount of \$21,000 was manually changed to \$26,000. The changed figure was initialed both by A.S. and S.S. .
 21. A.S. had evidently borrowed money from Mrs. Sidhu on a number of occasions and as of the closing of the Martindale Property, she owed Mrs. Sidhu at least \$1,000. There was no agreement in writing with respect to this loan.
 22. Mr. Sidhu made the decision to recover the loan of \$1,000 to R.S. out of the sale proceeds from the Martindale Property. Neither A.S. nor S.S. gave their written consent to this arrangement.

23. Mr. Sidhu offered to pay the legal fees associated with the sale of the Martindale Property when listing this residence. In the event, Mr. Sidhu paid legal fees and disbursements of \$404.40 relating to this transaction.
24. Mr. Sidhu chose the lawyer to handle the sale of the Martindale Property, namely D.S. . Mr. Sidhu had a standing arrangement with D.S. to pay the legal fees of his clients' purchase and sale transactions. Mr. Sidhu asked D.S. to prepare the Direction to Pay for \$26,000.
25. Mr. Sidhu did not consult with his broker, T.M. , to obtain his permission to pay the legal fees relating to the Martindale Property. Neither did Mr. Sidhu advise T.M. of his standing arrangement with D.S. .
26. Mr. Sidhu earned \$3,790 in commission for the purchase of the Erin Meadows Property and \$1,230 from the sale of the Martindale Property.
27. At no time during the events described herein relating to the purchase and sale of the Martindale and Erin Meadow Properties did Mr. Sidhu encourage or advise the S.'s or S.S. to seek independent advice from either a lawyer or another realtor.

The Sale of the Whitmire Property

28. On March 2, 2001, on behalf of Cityview, Mr. Sidhu signed a Residential Real Estate Listing Contract with the registered owners, N.A. and S.A. (hereinafter the "A.'s"), with respect to the sale of the residential property municipally known as 44 Whitmire Road NE, Calgary, Alberta (hereinafter the "Whitmire Property").
29. On March 9, 2001, T.N. entered into a Residential Real Estate Purchase Contract (hereinafter the "Whitmire Purchase Contract") with the A.'s for the purchase of the Whitmire Property. Mr. Sidhu represented both T.N. and the A.'s .
30. The purchase price as originally written on the Whitmire Purchase Contract was \$157,245. This consisted of an initial deposit of \$5,000, the assumption of a mortgage of \$147,745 and a closing balance of \$4,500.
31. The Whitmire Purchase Contract was subsequently altered in a number of significant respects:
 - The purchase price was changed to \$152,245.
 - The initial deposit was changed to \$500.
 - The balance owing was changed to \$4,000.

32. At Mr. Sidhu's suggestion, T.N. gave Mr. Sidhu \$5,000 in cash as the initial deposit on the purchase of the Whitmore Property. Mr. Sidhu gave \$4,500 in cash to the A.'s and arranged for a cheque in the amount of \$500 to be deposited with Cityview.
33. Subsequent to the execution of the Whitmire Purchase Contract, T.N. requested early possession. N.A. was agreeable to this request, but he asked Mr. Sidhu for a payment in exchange. T.N. was not aware of N.A.'s demand when she gave Mr. Sidhu \$5,000 in cash as the initial deposit.
34. Mr. Sidhu did not give T.N. a receipt for the \$5,000 at the time that she gave him the money. When asked later, Mr. Sidhu gave a receipt that read as follows:

"T.N. had given additional deposit \$5,000 cash to N.A.
for 44 Whitmire Road."
35. At no material time did Mr. Sidhu advise T.N. of the risks associated with giving the seller of residential property a cash deposit.
36. Mr. Sidhu recorded the purchase price for the Whitmire Property on the MLS Listing System as \$152,245.
37. The Whitmire Purchase Contract was completed in accordance with its terms.

The Sale of the Pennsylvania Property

38. On October 17, 2000, on behalf of Cityview, Mr. Sidhu signed a Residential Real Estate Listing Contract with C.M. and M.M. (hereinafter the "Sellers") for the sale of their condominium unit in Penworth Court, municipally known as 122 Pennsylvania Road SE, Calgary, Alberta (hereinafter the "Pennsylvania Property").
39. The monthly condominium fees for the Pennsylvania Property were \$109.77 with an additional monthly special assessment fee of \$56.80 (hereinafter the "Special Assessment").
40. The Special Assessment was the result of a condominium loan (hereinafter the "Condo Loan") taken out on behalf of the condominium owners in Penworth Court for repairs. A caveat was registered against the title of each condominium owner in Penworth Court to protect the Condo Loan.
41. In a letter to the condominium owners, dated April 8, 1997 (hereinafter the "1997 Letter"), the condominium management company (hereinafter "Management") explained the terms of the Condo Loan, including a penalty for early repayment, and strongly recommended that any owner thinking of selling their condominium

should contact Management before entering into an agreement for the sale of the unit or have their realtor contact Management.

42. At all material times, Mr. Sidhu was aware of the contents of the 1997 Letter, including Management's advice to contact them prior to any sale of a condominium unit on Penworth Court. Mr. Sidhu never contacted Management to discuss the sale of the Pennsylvania Property.
43. The Sellers expressly instructed Mr. Sidhu that they wanted the buyers of the Pennsylvania Property to pay the Special Assessment. Mr. Sidhu did not call anyone or confirm the amount of the condominium fees or determine the nature or details of the Special Assessment.
44. On October 18, 2000, Mr. Sidhu had the listing information put into the MLS Listing System in which the condominium fees were stated to be \$168. On January 30, 2001, the condominium fees were changed on the MLS System to read \$130.
45. On February 24, 2001, another agent with another brokerage presented an offer to purchase to the Sellers on behalf of a prospective buyer (hereinafter the "Buyer").
46. The Sellers made a counter-offer to the Buyer's initial offer and Mr. Sidhu added a term of sale to the effect that the Buyer was aware of the Condo Loan and the 1997 Letter. The Buyer accepted the counter-offer.
47. The wording of the additional term of sale that Mr. Sidhu added to the Special Assessment was not sufficient to make the Buyer liable for this levy. So the Sellers remained liable for the payment of the Special Assessment contrary to their express instructions.
48. When it became clear that the Sellers would have to pay the Special Assessment, Mr. Sidhu offered and did pay half of the amount that was due and owing. The total outstanding amount was in excess of \$3,000.
49. Mr. Sidhu did not inform his broker, T.M. , that Mr. Sidhu intended and did pay half of the Special Assessment.

B. AGREED CONCLUSIONS OF BREACH

50. Mr. Sidhu admits to all of the above facts and admits to breaches of the *Code of Conduct* [sections 2(a), 2(b) 2(k), 2(m), 3(b), 4(a) and 6(c)] and *Real Estate Act Rules* [Rules 23(e), 23(f) and 28(a)] as alleged in the Notice of Hearing.
51. Mr. Sidhu agrees that his conduct as described above is conduct deserving of sanction.

C. JOINT SUBMISSION ON SANCTION

52. Mr. Sidhu and the Executive Director jointly submit that the following is an appropriate and reasonable sanction for his conduct as described above:

- (a) A fine of \$10,000.00;
- (b) Costs of \$4,500.00; and
- (c) Successful completion of the following courses by the Alberta Real Estate Association or any similar courses acceptable to the Executive Director at his sole discretion within six (6) months of the Decision of the Hearing Panel:
 - (1) Reducing Risk in Residential and Condo Real Estate;
 - (2) Real Estate Law;
 - (3) Working with the Buyer;
 - (4) Working with the Seller;
 - (5) Ethical Principles and professional Standards in Real Estate.

The credits obtained for these courses shall not be applied to the mandatory education course credits required by the Real Estate Council of Alberta.

5. (d) The fine and costs shall be paid within 60 days "D.S."

53. Mr. Sidhu has cooperated fully in the investigation of the three complaints against him and in the resolution of the charges in the Notice of Hearing without the necessity of a contested hearing. This cooperation has been taken into account in arriving at the recommended sanction contained herein.
54. The facts as admitted by Mr. Sidhu constitute a case of sloppy practice or ignorance of professional requirements and not of intentional wrongdoing. The recommended sanction has been arrived at on this basis.
55. This admission resolves all matters described herein and subject to the approval

of the Hearing Panel, the Executive Director will take no further action under the *Real Estate Act* or before the courts in this regard.

IN WITNESS WHEREOF the undersigned admits, acknowledges and agrees to the content of the within Admission of Conduct this 18 day of ~~September~~ ^{October}, 2004 "D.S."

Signature _____


) "Darshan Sidhu"

) Darshan SIDHU

Witness to the signature of
Darshan SIDHU

IN WITNESS WHEREOF the undersigned acknowledges and agrees to the within Joint Submission on Sanction this 22 day of September, 2004.

Signature _____

} "A.K." 

) Bob MYRONIUK

Witness to the signature of
~~Bob MYRONIUK~~
A.K.

IN THE MATTER OF the *Real Estate Act*, R.S.A. 2000,
c. R-5

AND IN THE MATTER OF Kulwant Sidhu, Agent, registered
with 520237 Alberta Ltd., o/a Realty Executives Cityview

ADMISSION OF CONDUCT

A. AGREED STATEMENT OF FACTS

1. Kulwant Sidhu (hereinafter "Ms. Sidhu") has been authorized to trade in real estate as as an agent since 1990. Since September 1997, she has been an agent with 520237 Alberta Ltd., o/a Realty Executives Cityview (hereinafter "Cityview").
2. On July 6, 2000, A.S. and R.S. [(together "the S.'s")] entered into a Residential Real Estate Listing Contract (hereinafter the "Martindale Listing Contract") with Cityview with respect to residential property known as 170 Martindale Drive NE, Calgary, Alberta (hereinafter the "Martindale Property"). Darshan Sidhu (herinafter "Mr. Sidhu") was the listing agent.
3. The S.'s were prior clients of Darshan Sidhu and Kulwant Sidhu and the Sidhus considered the S.'s long-time family friends.
4. While A.S. was a registered owner of the Martindale Property, R.S. was not. S.S. was a registered owner of the Martindale Property, but he did not sign the Martindale Listing Contract. As a result, S.S. did not sign the Dual Agency Acknowledgement.
5. On August 26, 2000, Ms. Sidhu presented to the S.'s an offer to purchase the Martindale Property made by B.E. and S.E. (together the "E.'s") for a purchase price of \$134,525. A.S. made a counter-offer of \$134,750 that the E.'s accepted. (Hereinafter the Residential Real Estate Purchase Contract for the sale of the Martindale Property will be referred to as the "Martindale Purchase Contract".)
6. S.S. was not present when Ms. Sidhu presented the E.'s offer to purchase the Martindale Property. Ms. Sidhu obtained S.S. signature to the Martindale Purchase Contract after the purchase price had been agreed upon between A.S. and the E.'s.

7. Mr. Sidhu was not present when Ms. Sidhu presented the E.'s offer to purchase the Martindale Property. He was also not present when Ms. Sidhu obtained S.S.'s signature to the Martindale Purchase Contract.
8. The selling and listing realtors for the Martindale Property were related to the buyers in that B.E. was Ms. Sidhu's brother.
9. The initial Offer to Purchase the Martindale Property as first presented to the S.'s, had a number of errors and omissions:
 - The address was incorrect and read "170 Martindale Bo NE" rather than "170 Martindale Dr NE".
 - The seller was identified as " S. " and made no mention of S.S. the other registered owner of the Martindale Property.
 - The initial offer of \$134,525 on the Seller's copy was to be paid by way of an initial deposit of \$2,000, new financing of \$130,000, other value of \$4,500 and a balance of \$4,525. The total amount of the various elements of payment was \$139,025 and not \$134,525.
 - There is no reference in the Martindale Purchase Contract to the tenant who occupied the basement suite in the Martindale Property.
 - Ms. Sidhu contributed \$1,000 to the initial deposit on the Martindale Property on behalf of the E.'s, but she did not disclose this fact to the S.'s or S.S. on the Martindale Purchase Contract.
10. B.E. is Ms. Sidhu's brother. At his request, she contributed \$1,000 to the deposit.
11. Ms. Sidhu did not inform her brokerage that she had contributed \$1,000 towards the deposit for the Martindale Property.
12. At the closing of the Martindale Property, A.S. and S.S. signed a Direction to Pay authorizing their lawyer to pay, among others Mr. Sidhu \$26,000. This amount included repayment of a loan of \$1,000 that Ms. Sidhu had provided R.S.
13. R.S. had evidently borrowed money from Ms. Sidhu on a number of occasions and as of the closing of the Martindale Property, she owed Ms. Sidhu at least \$1,000. There was no agreement in writing with respect to this loan.
14. Mr. Sidhu made the decision to recover the loan of \$1,000 to R.S. out of the sale proceeds from the Martindale Property. Neither A.S. nor S.S. gave their written consent to this arrangement.

15. Neither Mr. Sidhu nor Ms. Sidhu advised their broker, T.M. , that a prior loan by Ms. Sidhu to the spouse of the owner was to be repaid out of the sale proceeds from the Martindale Property.
16. Ms. Sidhu earned \$2,500 in commission for the purchase and sale of the Martindale Property.
17. At no time during the events described herein relating to the purchase and sale of the Martindale Property did Ms. Sidhu encourage or advise the S.'s or S.S. to seek independent advice from either a lawyer or another realtor.
18. On September 8, 2000, the E.'s entered into a Listing Agreement with Cityview with respect to the Martindale Property. The Listing Price was \$143,900. Ms. Sidhu was the listing agent.
19. On September 17, 2000, the E.'s accepted an Offer to Purchase the Martindale Property from S.F. , an industry member unrelated to the Sidhus. The purchase price was \$143,500.
20. The purchase price of \$143,500.00 for the Martindale Property would not have included any or much profit as it would have covered the following amounts:
 - Purchase Price from S.'s sale: \$134,750
 - CMHC Fees: \$4,500
 - Commissions: \$4,500
21. At the time of the closing of the Martindale Property in the sale from the E.'s to S.F. the E.'s allegedly owed Ms. Sidhu \$1,000 for the initial deposit on the Martindale Property and another \$1,500 from a previous loan.
22. As part of the proceeds for the sale of the Martindale Property, D.S. issued a trust cheque to the E.'s in the amount of \$5,485.73. A deposit of this amount was subsequently made to a bank account belonging to Ms. Sidhu. Later there was a transfer from Ms. Sidhu's account to the Sekhons in the amount of \$3,000.
23. According to Ms. Sidhu, B.E. asked her to deposit the cheque for the sale proceeds from the Martindale Property to her bank account because he was too sick to go to the bank. The E.'s owed her \$2,500 and they instructed her to transfer \$3,000 to their account from the sale proceeds.
24. When initially asked to provide copies of her bank records for the period of July to October 2002, Ms. Sidhu provided the Investigator with the records of four accounts. Ms. Sidhu did not provide any of the records of the bank account in which the sale proceeds from the Martindale Property were deposited. Only when confronted with information about the true owner of this bank account did

Ms. Sidhu admit that the account belonged to her and that the sale proceeds from the Martindale Property had been deposited into this account.

B. AGREED CONCLUSIONS OF BREACH

25. Ms. Sidhu admits to all of the above facts and admits to breaches of the *Code of Conduct* [sections 2(a), 2(k), 3(b) and 6(c)], the *Real Estate Act* Rules [Rules.23(f) and 28(a)] and the *Real Estate Act* [section 38(4)] as alleged in the Notice of Hearing.
26. Ms. Sidhu agrees that her conduct as described above is conduct deserving of sanction.

C. JOINT SUBMISSION ON SANCTION

27. Ms. Sidhu and the Executive Director jointly submit that the following sanction is appropriate and reasonable for her conduct as described above:

- (a) A fine of \$7,500.00;
- (b) Costs of \$1,500; and
- (c) Successful completion of the course, Ethical Principles and Professional Standards in Real Estate, by the Alberta Real Estate Association or any similar course acceptable to the Executive Director at his sole discretion within six (6) months of the Decision of the Hearing Panel. The credits obtained for this course shall not be applied to the mandatory education course credits required by the Real Estate Council of Alberta.

27. (d) The fine and costs shall be paid within 60 days "K.S."

28. The facts as admitted by Ms. Sidhu relating to the purchase and sale of the Martindale Property constitute a case of sloppy practice or ignorance of professional requirements and not of intentional wrongdoing. The recommended sanction has been arrived at on this basis.
29. This admission resolves all matters described herein and subject to the approval

of the Hearing Panel, the Executive Director will take no further action under the *Real Estate Act* or before the courts in this regard.

IN WITNESS WHEREOF the undersigned admits, acknowledges and agrees to the content of the within Admission of Conduct this 18 day of October, 2004.

Signature)	Kulwant Sidhu
Witness to the signature of)	Kulwant SIDHU
Kulwant SIDHU		

IN WITNESS WHEREOF the undersigned acknowledges and agrees to the content of the within Admission of Conduct this 22 day of October, 2004.

Signature)	"A.K."	
Witness to the signature of)	Bob MYRONIUK	
Bob MYRONIUK			
A.F.			