

PROVINCE OF NOVA SCOTIA )  
COUNTY OF HALIFAX )

IN THE MATTER OF: The Canada Evidence Act

- and -

IN THE MATTER OF: The Medical Act, S.N.S. 1995-96, c.10 formerly  
The Medical Act, R.S.N.S. 1989, c. 278)

- and -

IN THE MATTER OF: The Complaint of the College of Physicians and  
Surgeons of Nova Scotia against  
**Dr. James Gordon Seaman.**

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### HEARING COMMITTEE DECISION

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Members of the Hearing Committee:

Mr. Alan J. Stern, Q.C., Chair  
Dr. Eugene Nurse  
Dr. John Chiasson  
Dr. Dawn Edgar  
Ms. Elizabeth Miller

Date of Decision: September 30, 1996

**WHEREAS** by Notice of Hearing dated July 8, 1996, a complaint was filed by the College of Physicians and Surgeons of Nova Scotia against Dr. James Gordon Seaman, a physician registered to practice medicine in Nova Scotia;

**AND WHEREAS** the Settlement Agreement attached hereto was negotiated pursuant to section 57 (1) of the *Medical Act*;

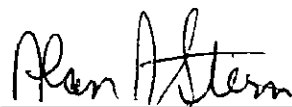
**AND WHEREAS** acceptance of the Settlement Agreement was recommended by an Investigation Committee on September 27, 1996;

**AND WHEREAS** the Hearing Committee appointed to hear the complaint reviewed the Settlement Agreement on September 30, 1996 and accepted the recommendation of the Investigation Committee;

**THE HEARING COMMITTEE** pursuant to Section 57 (5) of the *Medical Act* accepts the recommendation of the Investigation Committee and confirms its acceptance of the Settlement Agreement attached hereto by this written decision.

**AND THE HEARING COMMITTEE** further directs the College to comply with the terms of the publication ban as set out in paragraph 20 of the Settlement Agreement. This shall be accomplished by the use of square brackets to denote deletions and the use of generic terminology where appropriate.

**DATED** at Halifax, Nova Scotia, this 30th day of September, 1996.



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Alan J. Stern, Q.C.  
Chair of Hearing Committee

PROVINCE OF NOVA SCOTIA )  
COUNTY OF HALIFAX )

IN THE MATTER OF:     The Canada Evidence Act

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IN THE MATTER OF:     The Medical Act, S.N.S. 1995-96, c.10 (formerly  
The Medical Act, R.S.N.S. 1989, c. 278)

- and -

IN THE MATTER OF:     Dr. James Gordon Seaman

### SETTLEMENT AGREEMENT

Dr. James Gordon Seaman, a medical practitioner in the Province of Nova Scotia, and a member of the College of Physicians and Surgeons of the Province of Nova Scotia, hereby agrees with and consents to the following in accordance with the provisions of The *Medical Act*, S.N.S. 1995-96, c.10 (formerly The *Medical Act*, R.S.N.S. 1989, c. 278).

#### **I.           STATEMENT OF FACTS**

1.           The following statement of facts is correct:
  
2.           Dr. James Gordon Seaman is a 52 year old family practitioner from Kentville, Nova Scotia. He began practising medicine in 1971.
  
3.           Dr. Seaman is a widower and has four children.

4. Dr. Seaman became the family physician for the "X" family in February, 1994, [ ] before Mr. and Mrs. X's child died at the age of [ ] in [ ]. [ ] following the service Dr. Seaman and Mr. and Mrs. X had a cigarette together. At that time Dr. Seaman commented that [ ]

[ ] Between June and September 1994 Mrs. X attended Dr. Seaman's office on a number of occasions for various ailments. In [ ] 1994, prior to surgery scheduled for Mrs. X, Dr. Seaman invited Mrs. X to have lunch with him at his home and she attended at his home on this occasion. In [ ] 1994 following Mrs. X's surgery, Dr. Seaman invited Mr. and Mrs. X to supper at his home, but Mr. and Mrs. X decided not to go. They did however drop over to his home briefly during which time Dr. Seaman checked Mrs. X's stitches and requested her to come to his office the following day to have the stitches removed. Both Mr. and Mrs. X saw Dr. Seaman the following week in [ ] 1994, at which time Dr. Seaman suggested that he could provide some assistance to Mrs. X in dealing with the loss of her child. Dr. Seaman began seeing Mrs. X in September 1994 to provide what Mrs. X referred to as "therapy". During the first appointment Dr. Seaman requested Mr. X to pick up Mrs. X at a certain time, and then invited both Mr. and Mrs. X to stay for supper, which they did.

5. From September to December 1994 Mrs. X met Dr. Seaman almost every week at his home for "therapy". The appointments were held mostly in his living room, although two appointments took place in a small cabin located in his backyard. On occasion one or more of his children were present in the home. In October 1994 Dr. Seaman asked Mrs. X if she could assist him in making candy apples for Halloween and she attended at his home on Halloween morning to do so.

6. Mrs. X's appointments with Dr. Seaman became more sporadic commencing in January 1995. From the beginning of January 1995 to March 17, 1995, Mrs. X saw Dr. Seaman either at his home or at his office on ten different occasions.

7. Between September 1994 and March 1995, Dr. Seaman invited Mrs. X to have lunch with him on more than one occasion; went for walks with her on more than one occasion; discussed his personal life with her, [

]; and told her that she was attractive.

8. During an appointment in January 1995, while discussing the stress that losing a child has on a marriage, Dr. Seaman invited Mrs. X to sit with him in his chair. Mrs. X sat on the edge of the chair and Dr. Seaman put his arm around her and she around him. As Mrs. X got ready to leave, Dr. Seaman again put his arm around her and she around him. They kissed, and Dr. Seaman then indicated[  
].

9. During this appointment in January, Mrs. X borrowed a book from Dr. Seaman. She had no further contact with him for approximately five weeks when she called him to indicate that she had finished the book and would like to return it. Dr. Seaman suggested that she could drop the book off at his home on a Thursday evening around 9:00 - 9:30 p.m. When Mrs. X attended at Dr. Seaman's home for this appointment, Dr. Seaman was lying on his couch with his legs stretched out. He requested Mrs. X to sit on the couch and to turn off a remaining light. Dr. Seaman then put his arm around Mrs. X and they proceeded to kiss. Dr. Seaman's notes on Mrs. X's chart for the visit of March 9, 1995 show "Depression. 1 hr. Psychotherapy between 9:00 and 10:00 p.m. Rec. in a couple of weeks. (Mrs. X) is still living with (Mr. X) but evidently he is supposed to be moving out today [ ]. (Mrs. X) seems to be doing well. She now has two jobs working at [ ] and working at [ ]. She is staying very busy."

10. Mrs. X attended at Dr. Seaman's office the next morning and Mrs. X's chart indicates "URI, bronchitis. Put her on Tetracycline 250 qid 28, Dimetane 2 tsp. qid. Rec. in a wk." There is a further entry on Mrs. X's chart for March 17, 1995 stating "Rec. bronchitis. Chest is improving. Complete antibiotic course. Continue on cough medicine." This is the last entry made by Dr. Seaman on Mrs. X's chart.

11. Mr. and Mrs. X were having marital difficulties at this time and Mr. X left the matrimonial home sometime around [ ], 1995. During Mrs. X's March 17 appointment with Dr. Seaman they discussed Dr. Seaman's involvement with Amway, and Mrs. X said she would like to hear some tapes which Dr. Seaman had respecting Amway. He asked her to call him on Saturday, the next day. Mrs. X did call Dr. Seaman the next day and he indicated that as his daughter was home he could come to Mrs. X's home to see her. She suggested around 9:00 p.m., and Dr. Seaman arrived at about that time. Dr. Seaman and Mrs. X proceeded to have sexual intercourse.

12. Dr. Seaman then inquired of Mrs. X whether it was possible for her to become pregnant, and when she indicated it was and discussed with him the timing of her last period, Dr. Seaman indicated that it was possible that she could become pregnant. Dr. Seaman advised Mrs. X that he would take care of things and would give her "Morning After" pills to take. He advised her he would call her in the morning to make arrangements for her to pick up the pills. [

]. Dr. Seaman then called Mrs. X the next morning and asked her to be in his office at 9:00 a.m. She attended at his office and he gave her pills, suggesting that she take two immediately. He called her later that day and asked her to take two more pills that night and suggested that he might not have given her a high enough dosage. On Dr. Seaman's advice, Mrs. X took two pills on Sunday, two on Monday morning, two on Monday night, and then was advised by Dr. Seaman to take two pills on Tuesday morning, two in the afternoon and two in the evening. He indicated that Mrs. X should begin her period on

that Wednesday or Thursday. Dr. Seaman made no reference in Mrs. X's progress notes of the fact that he gave her these pills or his reasons for doing so.

13. Mrs. X called Dr. Seaman on Thursday and advised him she had not started her period and he advised her not to worry about it. That night, Mrs. X called her husband, and her father also arrived at Mrs. X's house to speak with her. Both Mr. X and Mrs. X's father had seen Dr. Seaman's vehicle parked in front of Mrs. X's house on the Saturday night when intercourse took place. Mrs. X's father made a comment about Dr. Seaman, and Mrs. X told Dr. Seaman about this. Mrs. X called Dr. Seaman on the next day, Friday, and Dr. Seaman at that time suggested she should go to [ ] and to advise them it was for mental abuse. Mrs. X went to [ ] for the next ten days. She was in contact with Dr. Seaman while at [ ]. She suggested to him that she would be seeing a legal aid lawyer about a divorce, and Dr. Seaman then recommended a lawyer he knew. He indicated he would take care of her legal bill as well as [ ].

14. On March 27, 1995 Mrs. X contacted Dr. Seaman to tell him that she was swollen with fluid and had hemorrhoids that were bleeding. Dr. Seaman indicated to her that he would take her to see another physician he worked with. Mrs. X went to see the other physician. Dr. Seaman then told her to come to see him in a week. A further appointment was made by Mrs. X with Dr. Seaman in another two weeks but Mrs. X cancelled the appointment. Mrs. X reconciled with her husband and had no further involvement with Dr. Seaman.

15. By letter dated May 3, 1995, Mr. and Mrs. X filed a complaint with the then Provincial Medical Board of Nova Scotia.

16. The complaint was referred to an Inquiry Committee of the Provincial Medical Board, who on October 5, 1995 referred the complaint to a Hearing Committee. In addition, the Inquiry Committee requested that Dr. Seaman file a letter of undertaking addressed to the

Registrar, whereby Dr. Seaman undertook to discontinue all forms of medical practice until the conclusion of the formal Hearing regarding this complaint. He also agreed to place a notification of discontinuance of practice in the Kentville Advertiser and the Halifax Chronicle Herald. These undertakings were complied with by Dr. Seaman.

17. At the request of the College, Dr. Seaman attended at the Abbott Northwestern Hospital in Minneapolis, Minnesota for a psycho-sexual assessment in August, 1996. The findings and recommendations from this assessment are reflected in this Settlement Agreement, and the report from the Assessment has been reviewed by the Investigation and Hearing Committees prior to their respective recommendation and approval of this Settlement Agreement.

## II. COMPLAINT

18. In a Notice of Hearing dated the 8th day of July, 1996, the College of Physicians and Surgeons charged Dr. James Gordon Seaman with the following:

THAT being registered under the Medical Act, R.S.N.S. 1989, c.278 (now S.N.S., 1995-96, c.10), and being a medical practitioner in the Province of Nova Scotia, it is alleged that during the time period from March 1994 through March 1995:

1. While providing psychotherapy and/or medical services to your patient, (Mrs.X), you engaged in sexual activity with her and, more particularly, you hugged her, you kissed her and in or about March, 1995, you had sexual intercourse with her;
2. Subsequent to having sexual intercourse with your patient, (Mrs. X), you gave her "morning after pills"; which was inappropriate for one or more of the following reasons:



- (a) it was inappropriate in view of your sexual involvement with her;
  - (b) you told her to take them in excessive amounts; and,
  - (c) you did not document the fact that you gave her them or the reasons for doing so in your progress notes.
3. You failed to maintain appropriate physician/patient boundaries with your patient, (Mrs. X) and, in particular, you did one or more of the following:
- (a) you invited her to have lunch with you on more than one occasion;
  - (b) you asked her to help you with household chores;
  - (c) you went for walks with her on more than one occasion;
  - (d) you discussed your personal life with her;
  - (e) you asked her to sit with you on a chair and/or couch;
  - (f) you said that you would pay her lawyer's bill for her;
  - (g) [ ];
  - (h) [ ];
  - (i) [ ];
  - (j) you told her that she was attractive, or words of similar meaning;
  - (k) [ ];
  - (l) [ ];

And that in relation to the above, you are alleged to be guilty of professional misconduct.

**III. ADMISSIONS**

19. Dr. James Gordon Seaman admits that he is guilty of the three allegations outlined in the Notice of Hearing, and that he is guilty of professional misconduct.

**IV. PUBLICATION BAN**

20. Dr. James Gordon Seaman and the College of Physicians and Surgeons of Nova Scotia agree that there shall be a publication ban with respect to the following aspects of this Settlement Agreement:

- (a) Any references in the Settlement Agreement to Mr. or Mrs. X or their child;
- (b) Any information which would tend to identify Mr. or Mrs. X or their child;
- (c) The particulars noted in Allegation 3(g), (h), (i), (k) and (l), together with any references to the facts contained in these particulars which are found in Part I of this Settlement Agreement.

With respect to the above items which are to be banned from publication, there shall be no publication of such items to anyone other than Disciplinary Committees of the College, the Complainant and the Council of the College of Physicians and Surgeons of Nova Scotia.

**V. CONSENT TO PENALTY**

21. Dr. James Gordon Seaman hereby consents to the following:

(a) Dr. Seaman is suspended from the practice of medicine commencing October 6, 1995, the date when Dr. Seaman provided a written undertaking not to practice medicine, for a period of two years or such further time as may be needed to satisfy the conditions herein;

(b) Prior to the lifting of his suspension, Dr. Seaman shall attend the Intensive Psychotherapy Program at the Mayo Clinic. A copy of any reports, assessments, summaries and recommendations from the Mayo Clinic shall be provided to the Registrar of the CPSNS. Dr. Seaman shall abide by the recommendations from the IPP of the Mayo Clinic and Abbott Northwestern Hospital Professional Assessment Program;

(c) Dr. Seaman will undergo ongoing psychotherapy to deal with emotional development issues, boundary issues, unresolved grief, depression, and any other issues identified through the IPP of the Mayo Clinic and Abbott Northwestern Hospital Professional Assessment Program. The psychotherapist or psychotherapists who will provide the treatment described herein must be approved by the Registrar of the CPSNS;

(d) Psychotherapy shall continue until the termination of Dr. Seaman's suspension. The psychotherapist or psychotherapists shall provide reports with respect to the treatment of Dr. Seaman to the Registrar of the CPSNS in March and September 1997 and semi-annually thereafter until the termination of Dr. Seaman's suspension. Dr. Seaman will abide by the recommendations contained in the psychotherapists' reports, including any recommendation to continue psychotherapy beyond the termination of Dr. Seaman's suspension;

(e) When Dr. Seaman has otherwise satisfied the conditions outlined herein, he shall receive an independent psychiatric assessment from one of the following three psychiatrists:

- (1) Dr. Stanley Kutcher at the Q.E. II Health Sciences Centre, Room 4018, Lane Building, 1762 Robie Street, Halifax, Nova Scotia, B3H 3G2;
- (2) Dr. Michael D. Teehan at the Q.E. II Health Sciences Centre, Room 4018, Lane Building, 1762 Robie Street, Halifax, Nova Scotia, B3H 3G2; or
- (3) Dr. Vivek Kusumakar at the IWK-Grace Maternity Hospital, P.O. Box 3070, Halifax, Nova Scotia, B3J 3G9.

This independent psychiatric assessment shall be provided to the Registrar of the College of Physicians and Surgeons of Nova Scotia, who must be satisfied, with a relative degree of certainty, from such report and from the reports of other psychotherapists treating Dr. Seaman, that Dr. Seaman does not pose a risk to the public in the event he returns to medical practice;

(f) Prior to the lifting of the suspension of his license, Dr. Seaman must comply with any provisions of the *Medical Act* or Regulations made thereunder respecting re-entry into clinical practice after an absence;

(g) Prior to the lifting of the suspension of his license, Dr. Seaman must pay all costs agreed upon in this Settlement Agreement;

(h) Upon satisfaction of the above conditions the following limitations shall be placed on Dr. Seaman's license;

(i) Dr. Seaman shall not perform psychotherapy, other than the usual counselling that is an integral part of family practice;

- (ii) When examining the breast or pelvic areas of female patients, or in any situation in which there is a potential risk of being accused of inappropriate behaviour, Dr. Seaman shall utilize the services of a female chaperone;
- (iii) Other than house calls of an emergency nature, Dr. Seaman shall conduct his practice of medicine in his office or in a hospital setting.

## **VI. COSTS**

22. Dr. Seaman agrees to pay costs in the amount of \$10,000.00 as a contribution towards the College's costs for the conclusion of this matter. Of this amount, \$3,400.00 shall be payable at the time of signing this Settlement Agreement, with a second instalment of \$3,300.00 due not later than the 31st day of December, 1996, and the remaining \$3,300.00 due not later than the 31st day of March, 1997. Failure to meet this payment schedule shall result in all outstanding costs pursuant to this paragraph becoming immediately due and payable by Dr. Seaman, and amounting to a debt recoverable by civil action by the College.

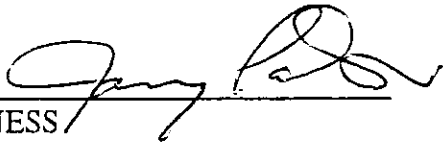
23. Dr. Seaman will bear the costs of any and all assessments, reports and/or treatments required as a result of this Settlement Agreement.

## **VII. EFFECTIVE DATE**

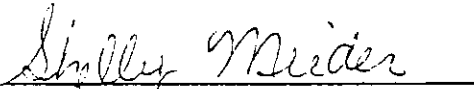
24. This Settlement Agreement shall only become effective and binding when it has

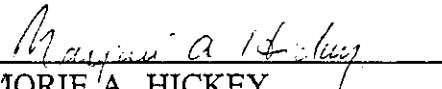
been recommended for acceptance by the Investigation Committee of the College, and accepted by the Hearing Committee appointed to hear this matter.

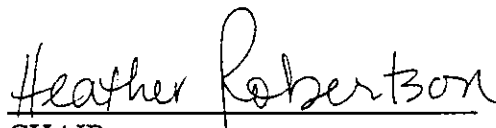
DATED at Halifax, Nova Scotia, this 25 day of September, 1996.

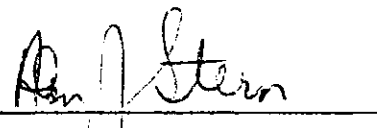
  
WITNESS

  
DR. JAMES GORDON SEAMAN

  
WITNESS

  
MARJORIE A. HICKEY  
COUNSEL FOR THE COLLEGE OF PHYSICIANS  
AND SURGEONS OF NOVA SCOTIA

  
CHAIR,  
The Investigation Committee  
of the College of Physicians  
and Surgeons of Nova Scotia,  
This 27 day of Sept, 1996.

  
CHAIR,  
The Hearing Committee  
of the College of Physicians  
and Surgeons of Nova Scotia,  
This 30 day of September, 1996.