

FEDERAL COURT OF APPEAL

BETWEEN:

DR. GÁBOR LUKÁCS

Appellant

– and –

**CANADIAN TRANSPORTATION AGENCY and
NEWLEAF TRAVEL COMPANY INC.**

Respondents

WRITTEN EXAMINATION

TO: William F. Clark

The Appellant, Dr. Gábor Lukács, has chosen to cross-examine Mr. William F. Clark on his affidavit sworn on July 23, 2016.

You are required to answer the questions in the schedule by affidavit in Form 99B prescribed by the *Federal Courts Rules*.

Pursuant to the July 29, 2016 Direction of the Court (Scott, J.A), the affidavit containing the answers is to be served on all other parties within 15 days from the date on which these questions are served on you.

August 25, 2016

“Dr. Gábor Lukács”

DR. GÁBOR LUKÁCS

Halifax, Nova Scotia

lukacs@AirPassengerRights.ca

Appellant

SCHEDULE

1. In paragraph 6 of your affidavit, you have made certain statements about the decrease of sales through travel agents. What is the source of your information or belief?
2. In paragraph 7 of your affidavit, you are referring to “very few claims.”
 - (a) What do you mean by “very few”?
 - (b) Few relative to what?
 - (c) What is the source of your information or belief?
3. In paragraph 7 of your affidavit, you are referring to provincial consumer protection legislation that imposes liability on credit card issuers for goods or services not received by the customer.

With respect to each of the following provinces, please state the legislation and the section(s) and/or subsection(s) that you were referring to.

 - (a) New Brunswick;
 - (b) Nova Scotia;
 - (c) Ontario;
 - (d) Manitoba;
 - (e) Saskatchewan;
 - (f) Alberta; and
 - (g) British Columbia.
4. In reference to paragraph 7 of your affidavit, are you aware of any provincial consumer protection legislation that imposes liability on credit card issuers above and beyond the amount of the transaction involved?

If so, please identify the legislation and the section(s) and/or subsection(s).

5. In reference to paragraph 7 of your affidavit, are you aware of any provincial consumer protection legislation that requires credit card issuers to compensate customers for all of their out-of-pocket expenses arising from the non-delivery of goods or the non-performance of services?

If so, please identify the legislation and the section(s) and/or subsection(s).

6. In the event that NewLeaf Travel Company Inc. fails to provide the services paid for, are you aware of any provincial consumer protection legislation that would require credit card issuers to pay for the full repatriation expenses of passengers, including accommodation, meals, and transportation on another airline?

If so, please identify the legislation and the section(s) and/or subsection(s).

7. In practical terms, if a passenger purchased a Hamilton-Saskatoon flight from NewLeaf Travel Company Inc. for \$99.00 and then NewLeaf Travel Company Inc. fails to provide the services paid for, are you aware of any provincial consumer protection legislation that would require the credit card issuer to pay the passenger more than \$99.00?

If so, please identify the legislation and the section(s) and/or subsection(s).

8. Pursuant to Rules 94(1) and 100, you are requested to produce a copy of the policy of the Canadian Transportation Agency referenced in paragraph 9 of your affidavit.

9. With respect to the cases referenced in paragraph 9 of your affidavit, where you stated that the Canadian Transportation Agency “threatened to issue a show cause against the licenses of air carriers in order to force to repatriate consumers at destination”:
 - (a) please identify the cases (including file numbers);
 - (b) please state the source of your information or belief;
 - (c) did any of these cases involve domestic licences?
 - (d) pursuant to Rules 94(1) and 100, you are requested to produce copies of correspondence in which the Canadian Transportation Agency “threatened to issue a show cause against the licenses of air carriers.”

10. Are you aware of any case where the Canadian Transportation Agency “threatened to issue a show cause against the licenses of air carriers” to compel the operating carrier to repatriate passengers at its own expense, even if the operating carrier has not been fully paid?
If so, please elaborate and identify the cases (including file numbers).

11. Pursuant to Rules 94(1) and 100, you are requested to produce copies of the contract(s) and/or agreements(s) referenced in paragraph 10 of your affidavit.