

S-197 550

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

No.
VANCOUVER REGISTRY

JUL 05 2016 IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:



DORA BERGEN and PHEBE-JOY TROTMAN

PLAINTIFFS

AND:

WESTJET AIRLINES LTD. and WESTJET ENCORE LTD.

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

NOTICE OF CIVIL CLAIM

(Baggage Fees)

This action has been started by the plaintiffs for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

(a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and

(b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

(a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and

(b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIMS OF THE PLAINTIFFS

Part 1: STATEMENT OF FACTS

Overview

1. This is a proposed class proceeding to recover all baggage fees collected by Westjet for each Class Member's first checked baggage (ranging from \$25 to \$35.40 CAD/USD per bag) during the class period (Domestic Flights: October 29, 2014 to February 22, 2018; International Flights: January 17, 2016 to March 20, 2019), contrary to the terms of Westjet's own tariff that fare-paying passengers receive one free checked bag allowance.

The Parties

- 2. The representative Plaintiff Dora Bergen resides in the City of West Vancouver in the Province of British Columbia.
- 3. The representative Plaintiff Phebe-Joy Trotman is a resident of the city of Coquitlam, in the province of British Columbia.

4. The Defendant, Westjet Airlines Ltd., is a company incorporated pursuant to the laws of Alberta and extra-provincially registered pursuant to the laws of British Columbia with a head office at 22 Aerial Place NE, Calgary, Alberta T2E 3J1 and an address for delivery at c/o AHBL CORPORATE SERVICES LTD., 2700-700 West Georgia St, Vancouver, BC, V7Y 1B8.

5. The Defendant, Westjet Encore Ltd., is a company incorporated pursuant to the laws of Alberta and extra-provincially registered pursuant to the laws of British Columbia with a head office at 2400, 525 - 8 Avenue SW, Calgary, Alberta T2P 1G1 and an address for delivery at c/o AHBL CORPORATE SERVICES LTD., 2700-700 West Georgia St, Vancouver, BC, V7Y 1B8.

6. Westjet Encore Ltd. is a wholly owned subsidiary of Westjet Airlines Ltd. (collectively "**Westjet**").

7. Westjet is a commercial airline that operates domestic passenger flights within Canada and international passenger flights to/from Canada, under the authority and requirements of the *Canada Transportation Act*, SC 1996, c 10 and related enactments.

The Plaintiff Bergen's Circumstances

8. On or about November 21, 2017, the Plaintiff Bergen booked an itinerary with Westjet for roundtrip travel from Vancouver, BC to Honolulu, Hawaii (the "**Hawaii Trip**") as follows:

- a. December 16, 2017 (WS 1862), Vancouver to Honolulu; and
- b. December 22, 2017 (WS 1863), Honolulu to Vancouver (originally scheduled for December 23, 2017 but changed by the Plaintiff Bergen on or about December 21, 2017).

9. The fare payable to Westjet for the Hawaii Trip was \$1,193.80.

10. The Plaintiff Bergen travelled on the Hawaii Trip for leisure purpose with her friend, who booked under a separate itinerary.

11. Westjet's International and Transborder Tariff applicable during the Plaintiff Bergen's Hawaii Trip provided in Rule 85 that:

For each fare paying passenger travelling the carrier permits a free checked baggage allowance of one (1) item.

[emphasis added]

(hereafter the "**Free Baggage Allowance**").

12. Westjet charged, and the Plaintiff Bergen paid, a \$25 fee for the first checked baggage for each leg of the Hawaii Trip, contrary to the Free Baggage Allowance.

13. In addition, the Plaintiff Bergen also travelled to Hawaii from Vancouver, BC on a return trip with Westjet on or about January 2019 and also incurred a \$30 fee for the first checked baggage, contrary to the Free Baggage Allowance.

The Plaintiff Trotman's Circumstances

14. On or about April 23, 2018, the Plaintiff Trotman booked an itinerary with Westjet for roundtrip travel from Vancouver, BC to Atlanta, Georgia (the "**Atlanta Trip**") as follows:

- a. June 28, 2018 (WS 564), Vancouver to Montreal, arriving at around 7:19AM on June 29, 2018 with an approximately five-hour layover before the connecting flight;
- b. June 29, 2018 (WS 7767, a code-shared flight operated by Delta), Montreal to Atlanta;
- c. July 14, 2018 (WS 6305, a code-shared flight operated by Delta), Atlanta to Toronto, arriving at around 7:48PM with an approximately two-hour layover before the connecting flight; and
- d. July 14, 2018 (WS 725), Toronto to Vancouver.

15. The fare payable to Westjet for the Atlanta Trip was \$308CAD, plus applicable taxes.
16. The Plaintiff Trotman travelled on the Atlanta Trip for leisure purpose with her friends, who booked under separate itineraries.
17. Westjet's International and Transborder Tariff applicable during the Plaintiff Trotman's Atlanta Trip clearly stipulated the Free Baggage Allowance under Rule 85.
18. The Plaintiff Trotman's Trip was an international trip issued on a single itinerary for which Westjet's International and Transborder Tariff would apply to the entirety of the Plaintiff Trotman's Atlanta Trip.
19. Westjet charged, and the Plaintiff Trotman paid, a \$25 fee for the first checked baggage for each way of the Atlanta Trip, for a total of \$50CAD, and was issued two separate receipts with the description "First Bag". and, in particular, Westjet charged the Plaintiff Trotman Baggage Fees for the Vancouver to Montreal portion of the Atlanta Trip and the Toronto to Vancouver portion of the Atlanta Trip.

Westjet's Tariffs and the Baggage Fees

20. Travel on Westjet operated and/or code-shared flights are subject to "tariffs and conditions of carriage" published by Westjet (hereafter "**Tariff(s)**"), which is a contract of adhesion drafted by Westjet.

Domestic

21. Under section 67 of the *Canada Transportation Act*, and Part V, Division I of the *Air Transportation Regulations*, SOR/88-58, Westjet is required by law to:

- a. publish a Tariff in respect of flights travelling within Canada (hereafter "**Domestic Tariff**");

- b. prominently display a notice that the Domestic Tariff is available for public inspection; and
- c. include the terms and conditions of carriage, clearly stating the air carrier's policies *inter alia* regarding fares, charges and fees.

22. Westjet authored, published and displayed the Domestic Tariff.

23. From on or about September 15, 2014 to on or about February 22, 2018, Westjet's Domestic Tariff contractually stipulated the Free Baggage Allowance.

24. The Domestic Tariff is displayed and/or otherwise made available to the Class Members at or before the time each Class Member booked their itineraries.

25. At material times, and despite the clear and plain wording of the Free Baggage Allowance, Westjet's Domestic Tariff concurrently in a table after the Free Baggage Allowance stipulated a contradicting price of \$25 for the first checked baggage, without any language negating the applicability of the Free Baggage Allowance.

26. Despite the Free Baggage Allowance contractually stipulated above, between about September 15, 2014 to on or about February 22, 2018, Westjet charged passengers \$25 for a passenger's first checked baggage for travel pursuant to the Domestic Tariff.

27. In Westjet's February 22, 2018 revision of the Domestic Tariff, Westjet removed the Free Baggage Allowance.

International

28. Under Part V, Division II of the *Air Transportation Regulations*, SOR/88-58, Westjet is required by law to:

- a. publish a Tariff in respect of itineraries with a destination outside of Canada (hereafter "**International Tariff**");

- b. prominently display a notice that the International Tariff is available for public inspection; and
- c. include the terms and conditions of carriage, clearly stating the air carrier's policies *inter alia* regarding fares, charges and fees.

29. Westjet authored, published and displayed the International Tariff.

30. From on or about January 17, 2016 to March 20, 2019, Westjet's International Tariff contractually stipulated the Free Baggage Allowance.

31. The International Tariff is displayed and/or otherwise made available to the Class Members at or before the time each Class Member booked their itineraries.

32. At material times, and despite the clear and plain wording of the Free Baggage Allowance, Westjet's International Tariff concurrently in a table after the Free Baggage Allowance stipulated a contradicting price of \$25-\$35.40 CAD/USD for the first checked baggage, without any language negating the applicability of the Free Baggage Allowance.

33. Despite the Free Baggage Allowance contractually stipulated above, between about January 17, 2016 to March 20, 2019, Westjet charged passengers between \$25 and \$35.40 CAD or USD for a passenger's first checked baggage for travel pursuant to the International Tariff.

34. In Westjet's March 20, 2019 revision of the International Tariff, Westjet removed the Free Baggage Allowance.

The Class

35. The representative Plaintiffs brings this action on their own behalf and on behalf of all individuals residing anywhere in the world, who travelled on a fare-paying itinerary on a Westjet-operated or code-share flight during the **Class Period** (defined below) and paid a fee for the first checked baggage (the "**Baggage Fee(s)**"):

- a. **Canada Domestic flights:** tickets issued on or after September 15, 2014 for travel on or after October 29, 2014 to February 22, 2018; or
- b. **USA and International flights:** travel on or after January 17, 2016 to March 20, 2019.

(the "**Class**" or "**Class Members**")

36. The Class includes a sub-class of individuals whom travelled for a primarily personal, family, or household purpose (the "**Consumer Sub-Class**"), and two further sub-classes within the Consumer Sub-Class, consisting of those residing in British Columbia (the "**BC Consumer Sub-Class**") and those residing in Quebec (the "**Quebec Consumer Sub-Class**").

37. The representative Plaintiffs are members of the Class, the Consumer Sub-Class and the BC Consumer Sub-Class.

38. All the Class Members, and each of them, have suffered loss as a result of Westjet's charging and/or collection of the Baggage Fees contrary to the Free Baggage Allowance.

Westjet's Knowledge of Non-Compliance with the Tariffs

39. Since at least February 22, 2018 and March 20, 2019, Westjet knew it had failed to apply the Free Baggage Allowance not to charge passengers for the first checked baggage under the Domestic Tariff and International Tariff, respectively.

40. Despite Westjet knowing that it had breached the Free Baggage Allowance, Westjet failed to inform or disclose to the Consumer Sub-Class that Westjet collected the Baggage Fees in contravention of the Tariffs and the applicable law.

41. In addition, Westjet enacted an internal policy not to inform or disclose to any Class Members, including the Consumer Sub-Class, the unlawful collection of the Baggage Fees contrary to the Free Baggage Allowance.

42. Westjet Encore was always under the direction and/or control of Westjet Airlines, including any direction to charge the Baggage Fees, and Westjet Airlines is thereby jointly and severally liable for any Baggage Fees attributable to Westjet Encore.

Part 2: RELIEF SOUGHT

1. The representative Plaintiffs claims on their own behalf and on behalf of the Class Members against Westjet for:

- a. a certification order pursuant to the *Class Proceedings Act*, RSBC 1996, c. 50 (the "**CPA**"), including an order that damages be assessed on an aggregate basis;
- b. a declaration that:
 - i. Westjet's charging of the Baggage Fee contravened section 54 of the *Competition Act*, RSC, 1985, c. C-34; and
 - ii. the Class Members has suffered damage and/or loss as a result of Westjet's contravention of section 54 of the *Competition Act*;
- c. a declaration that Westjet's charging of the Baggage Fee breached the terms of its contract with each and every Class Member;
- d. a declaration that:
 - i. pursuant to s. 172(1)(a) of the *Business Practices and Consumer Protection Act*, SBC 2004, c. 2 (the "**BPCPA**") that Westjet has contravened ss. 4, 5, and 8-9 of the *BPCPA*;

- ii. Westjet has engaged in unfair practices contrary to sections 6 and 8 of the *Consumer Protection Act*, RSA 2000, c C-26.3 (the "**Alberta CPA**"); and
 - iii. Westjet has breached sections 12, 41-42, 219, 228 and 224(c) of the *Consumer Protection Act*, CQLR c P-40.1 (the "**Quebec CPA**");
- e. damages, including punitive damages and damages pursuant to section 36 of the *Competition Act*, section 171 of the *BPCPA*, the *Alberta CPA*, and/or section 272 of the *Quebec CPA*;
- f. in addition, or in the alternative, an accounting and restitution to all Class Members of all Baggage Fees charged and/or received by Westjet, or – in the further alternative – disgorgement of the benefits received by Westjet on account of the Baggage Fees;
- g. in addition, or in the alternative, an order pursuant to section 172(3)(a) of the *BPCPA* or sections 13 and/or 142.1 of the *Alberta CPA* that Westjet restore to the Class Members all monies received from the Baggage Fees;
- h. in addition, an order pursuant to section 172(3)(c) of the *BCPCA*, that the Defendants advertise to the public in a manner that will assure prompt and reasonable communication to consumers, and on terms or conditions that this Honourable Court considers reasonable, the particulars of any judgment, declaration, order, or injunction granted against the Defendant;
- i. pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79;
- j. the investigation costs and the full costs of this proceeding on a solicitor-client basis pursuant to section 36 of the *Competition Act*;

- k. the costs of administering the plan of distribution of the recovery in this proceeding; and
- l. such further and other relief that, as to this Honourable Court, seems meet and just.

Part 3: LEGAL BASIS

Competition Act

1. Westjet is a person resident within Canada that is subject to the federal *Competition Act*.
2. Westjet's published Domestic Tariff and International Tariff containing a contractual term providing for the Free Baggage Allowance is a clear expression that the price for the first checked baggage is zero (\$0) dollars (hereafter the "**First Price**").
3. During the Class Period, when a Class Member attempts to check-in their first checked baggage Westjet (or its agents) clearly expressed a price of between \$25 and \$35.40 CAD or USD for each first checked baggage (hereafter the "**Second Price(s)**").
4. The Second Price clearly exceeds the First Price and Westjet charged the Second Price to each and every Class Member, contrary to section 54 of the *Competition Act*, RSC 1985, c. C-34. The Second Price is also a breach of the requirements of the *Air Transportation Regulations*.
5. Westjet, pursuant to section 54 of the *Competition Act*, was legally required to charge the lower of two or more prices (i.e. the First Price of \$0) and Westjet's failure to do so caused loss or damage to the Class Members in an amount equivalent to the Baggage Fees.

6. The Plaintiffs and Class Members are entitled to recover the full amount of the Baggage Fees from Westjet under section 36 of the *Competition Act*, as well as the costs of investigation including all solicitors' costs.

Breach of Contract

7. Both the Domestic Tariff and International Tariff are contracts of adhesion drafted by Westjet and the Class Members had no opportunity to negotiate any terms in the Domestic Tariff and International Tariff.

8. The Tariffs contractually stipulated that the Class Members are entitled to the Free Baggage Allowance and Westjet has breached that contractual term by charging the Baggage Fees.

9. In the alternative or in addition, if the Free Baggage Allowance contains any ambiguity, which is denied, the principle of *contra proferentum* mandates that it be strictly construed against Westjet in all circumstances.

British Columbia Business Practices and Consumer Protection Act

10. The Plaintiff Bergen is a resident of British Columbia and a "consumer" within the meaning of the *BPCPA*.

11. Westjet, whose headquarters are in Alberta, are "suppliers" within the meaning of the *BPCPA* when Westjet transacts with members of the BC Consumer Sub-Class.

12. The checking of baggage and the payment of Baggage Fees are "consumer transactions" within the meaning of the *BPCPA*.

13. The contractual term of the Free Baggage Allowance is to be generously interpreted in favour of the BC Consumer Sub-Class and strictly construed against Westjet.

14. Westjet's charging of the Baggage Fees, contrary to its own Free Baggage Allowance, constitutes a deceptive act or practice and/or an unconscionable act or practice under the *BPCPA* and the BC Consumer Sub-Class suffered loss and/or damage due to Westjet's non-compliance with its own contractual terms.

15. Furthermore, Westjet's subsequent failure to make rectification or otherwise inform/disclose to the members of the BC Consumer Sub-Class has the capability, tendency, or effect of deceiving or misleading a consumer, constitutes a deceptive act or practice under section 4 of the *BPCPA*, and/or an unconscionable act or practice under section 8 of the *BPCPA*, and caused the members of the BC Consumer Sub-Class to suffer damages equivalent to the amount of the Baggage Fees.

16. Westjet bears the burden to prove that the deceptive act or practice or the unconscionable act or practice was not committed or engaged in.

17. The BC Consumer Sub-Class is entitled to damages pursuant to s. 171 of the *BPCPA* and also, pursuant to s. 172(3)(a) of the *BPCPA*, to restoration of the Baggage Fees paid to Westjet.

Alberta Consumer Protection Act

18. Westjet, whose headquarters are in Alberta, is a "supplier" within the meaning of the *Alberta CPA*, and must comply with the *Alberta CPA* in all transactions with consumers, irrespective of where the consumer resides (s. 5 of the *Alberta CPA*).

19. The Plaintiffs and all members of the Consumer Sub-Class are "consumers" within the meaning of the *Alberta CPA* and benefit from the protection under the *Alberta CPA*.

20. Section 4 of the *Alberta CPA* also mandates that the Free Baggage Allowance is to be generously interpreted in favour of the Consumer Sub-Class and strictly construed against Westjet.

21. Westjet's charging of the Baggage Fees, contrary to the Free Baggage Allowance, constitutes a "unfair practice" under the *Alberta CPA* and the Consumer Sub-Class suffered loss and/or damage due to Westjet's non-compliance with its own contractual terms.

22. Furthermore, Westjet's subsequent failure to make rectification or otherwise inform/disclose to the members of the Consumer Sub-Class has the capability, tendency, or effect of deceiving or misleading a consumer, constitutes an "unfair practice" under section 6 of the *Alberta CPA*, and caused the Consumer Sub-Class to suffer equivalent to the amount of the Baggage Fees.

23. The Consumer Sub-Class is also entitled pursuant to ss. 13 and 142.1(2)(c) of the *Alberta CPA* to restitution of the Baggage Fees paid to Westjet.

24. Westjet is also liable for punitive damages (ss. 7.2, 13, and 142.1 of the *Alberta CPA*).

Quebec Consumer Protection Act

25. Westjet is a merchant bound by the *Quebec CPA* in relation to the Quebec Consumer Sub-Class.

26. The members of the Quebec Consumer Sub-Class are "consumers" within the meaning of the *Quebec CPA*, benefit from the protection under the *Quebec CPA*, and raises similar or identical issues as members of the Consumer Sub-Class.

27. Westjet's charging of the Baggage Fees, contrary to its own Free Baggage Allowance, are contrary to the following provisions of the *Quebec CPA*:

- a. section 12, which prohibits claiming of costs from a consumer unless the amount thereof is precisely indicated in the contract;
- b. sections 41 and 42, which provides that statements of the merchant are binding on the merchant;

- c. section 224(c), which provides that a merchant must not charge a higher price than advertised; and
- d. section 219, which prohibits false or misleading representations to a consumer.

28. Furthermore, Westjet's subsequent failure to make rectification or otherwise inform/disclose to the members of the Quebec Consumer Sub-Class has the capability, tendency, or effect of deceiving or misleading a consumer, constitutes a false or misleading representation under section 219 of the *Quebec CPA*, and/or a failure to mention an important fact under section 228 of the *Quebec CPA*.

29. The Quebec Consumer Sub-Class is entitled to the absolute presumption of prejudice under section 272 *Quebec CPA*, and all the remedies available under section 272 *Quebec CPA* including:

- a. Damages, including compensatory damages;
- b. Specific performance of the obligation;
- c. Reduction of obligations; and/or
- d. Punitive damages.

Unjust Enrichment

30. Westjet has been enriched by the receipt of the Baggage Fees paid to Westjet by the Plaintiffs and Class Members.

31. The Plaintiffs and Class Members have been deprived by the payment of the Baggage Fees to Westjet.

32. There is no juristic reason why Westjet should have received or should retain this benefit. The breaches of the *Air Transportation Regulations*, the conflicting terms in the Tariffs and the doctrine of *contra proferentem*, or – in the alternative or in addition the doctrine of unilateral mistake (because Westjet knew of the conflict and failed to fix it or properly inform the Plaintiffs or Class Members, while benefitting from it) – negate any juristic reason why Westjet should have received or should retain this benefit.

33. As a result, Westjet has been unjustly enriched. The Plaintiffs and Class Members are entitled to restitution of the benefits received by Westjet from them, in the full amount of the Baggage Fees paid.

34. In the alternative, justice and good conscience require that Westjet disgorge to the Plaintiffs and Class Members an amount attributable to the benefit it received from the unlawful collection of the Baggage Fees.

Punitive Damages

35. Westjet's conduct after changing the Tariffs demonstrates wilful and blatant disregard of the rights of the Consumer Sub-Class and constitutes egregious and high-handed conduct that warrants an award of punitive damages.

36. Westjet's conduct also demonstrates behaviour that was lax, passive, or ignorant of the Consumer Sub-Class' rights and to Westjet's own contractual and legal obligations.

Legislative Enactments

37. The Plaintiffs pleads and relies upon the provisions of:

- a. the *Competition Act*;
- b. the *Class Proceedings Act*;
- c. the *BPCPA*;
- d. the *Alberta CPA*; and
- e. the *Quebec CPA*.

38. Such further legal bases as counsel may advise.

Plaintiffs' address for service:

c/o Hammerberg Lawyers LLP
1220 – 1200 West 73rd avenue
Vancouver, British Columbia V6P 6G5

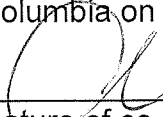
Fax number for service: 604-269-8511

Place of trial: Vancouver, British Columbia

The address of the registry is:


Law Courts
800 Smithe Street
Vancouver, British Columbia V6Z 2E1

Dated at the City of Vancouver, in the Province of British Columbia on July 5, 2019



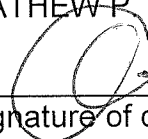
Signature of co-counsel for the
Plaintiffs

JOEL D. ZANATTA / KEVIN
MCLAREN



Signature of co-counsel for the
Plaintiffs

MATHEW P. GOOD



Signature of co-counsel for the
Plaintiffs

SIMON LIN

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

APPENDIX

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The representative Plaintiffs, on behalf of all class members, seeks damages as well as restitution and restoration of losses suffered due to the Defendant's unlawful collection of fees for the first checked baggage, contrary to the terms of its own contract.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- ☐ a motor vehicle accident;
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate);
- ☐ personal property
- ☒ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☐ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- ☒ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☐ none of the above
- ☐ do not know

Part 4:

- ☒ *Business Practices and Consumer Protection Act*, S.B.C. 2004, c. 2
- ☒ *Competition Act*, RSC, 1985, c. C-34
- ☒ *Class Proceedings Act*, R.S.B.C. 1996, c. 50