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Letter to Anne Turley dated 16 March 2009

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THIS IS EXHIBIT D TO THE
AFFIDAVIT OF ABOUSFIAN ABDELRAZIK

SWORN ON APRIL 14, 2009

A Commissioner for Taking Affidavits





HAMEED
FARROKHZAD
&
BROUSSEAU

Yavar Hameed

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VIA FACSIMILE

FAXED

March 16, 2009

Ms. Turley
Department of Justice Canada
234 Wellington Street
East Tower
Ottawa, Ontario K1A 0H9

Dear Ms. Turley:

Re: **Repatriation of Abousifan Abdelrazik from Sudan to Canada;
Our File Number: 2334**

Please be advised that this letter is not, and is not to be construed as, a settlement offer. Accordingly, this letter is neither confidential, nor is it protected by settlement privilege.

As you are undoubtedly aware, an airline ticket was purchased and obtained for Mr. Abdelrazik's passage back to Toronto on Etihad Airlines. We understand that the flight is scheduled for April 3, 2009 departing from Khartoum to Toronto via Abu Dhabi. A copy of the ticket (ETKT 607 2103724515) is enclosed herewith.

Mr. Abdelrazik presented a copy of this ticket to Eric O'Connor on March 15, 2009 requesting that an emergency travel document be issued for him. He was informed that his request would be processed through Ottawa. As the travel arrangements have effectively been confirmed and paid for, there remains no impediment for the issuance of an emergency passport to Mr. Abdelrazik.

We hereby request that your clients take all necessary steps to ensure that Mr. Abdelrazik can return to Canada safely on April 3, 2009. We trust that the government of Canada, as indicated by Sean Robertson in his letter dated April 16, 2008, will stand by [its] commitment to "ensure that [Mr. Abdelrazik] has an emergency travel document to facilitate his return to Canada."

More particularly, as you are aware, Passport Canada recently undertook to provide Mr. Abdelrazik with a travel document if he was able to confirm a paid itinerary. In a letter dated December 23, 2008, the Director General of the Security Bureau at Passport Canada, Lu Fernandes, indicated that, "in order to facilitate Mr. Abdelrazik's return to Canada, Passport Canada will issue an emergency passport to Mr. Abdelrazik, upon his submission of a confirmed and paid travel itinerary to the Consular Section of the Canadian Embassy."

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Further, Mr. Abdelrazik will require an escort for the flight. We remind you that Pierre Beaudin was scheduled to escort Mr. Abdelrazik in the failed July 2004 repatriation attempt through Amman. We see no reason for changing this requirement. It is also noteworthy that Gene Blois, Counselor for DFAIT, reiterated on February 4, 2009 DFAIT's commitment to allowing our client re-entry to the embassy if he had to go to the hospital. Although the circumstances may be different, it is nonetheless imperative that Mr. Abdelrazik receive a firm guarantee of his right to return to safe haven in the embassy if he is unable to depart from Khartoum on April 3, 2009.

As the airline requires passport information to be provided ahead of time, we would kindly request that you provide us with confirmation by March 27, 2009 that all necessary steps have been taken to allow Mr. Abdelrazik back in the country. We trust that this allows sufficient time for your clients to make all necessary arrangements to facilitate Mr. Abdelrazik's repatriation to Canada.

We look forward to seeing Canada respect the promises it has made to Mr. Abdelrazik. An expectation of prompt and fair service is entirely warranted in Mr. Abdelrazik's case as it would be for any other distressed Canadian abroad seeking repatriation who is unable to travel without Canada's assistance. Should you require clarification, please do not hesitate to contact me.

Yours very truly,

HAMEED FARRONHEAD ELGAZZAF BROUSSEAU

Yavar Hameed
 for Yavar Hameed

Encl.

ABU DHABI - BOUSFIA - KRT AOH

ELECTRONIC TICKET PASSENGER ITINERARY RECEIPT

ISSUING AIRLINE : ETIHAD AIRWAYS
TICKET NUMBER : ETKT 607 2103724515
BOOKING REF : AMADEUS: 3W9UZA, AIRLINE: EY/3W9UZA
FROM / TO : TORONTO, ONTARIO, CANADA, RZN 789
TORONTO
IATA : 679 91490
TELEPHONE: +1 416 2214744

NAME: ABDELRAZIK/ABOUSFIAN MR

ISSUING AIRLINE : ETIHAD AIRWAYS
TICKET NUMBER : ETKT 607 2103724515
BOOKING REF : AMADEUS: 3W9UZA, AIRLINE: EY/3W9UZA
FROM / TO : TORONTO, ONTARIO, CANADA, RZN 789
TORONTO
IATA : 679 91490
TELEPHONE: +1 416 2214744

FLIGHT CL DATE DEP FARE BASIS NVB NVA BAF
ST
KHARTOUM EY 635 Q 03APR 1545 QOWSD2 03APR 03APR 2PC
OK
ABU DHABI ARRIVAL TIME: 2035
TERMINAL:1

ABU DHABI EY 635 Q 04APR 1610 QOWSD2 04APR 04APR 2PC
OK
TORONTO INTL ARRIVAL TIME: 1640
TERMINAL:1

AT CHECK-IN, KINDLY PRODUCE THE IDENTIFICATION DOCUMENT THAT YOU PRESENTED AT THE TIME OF BOOKING.

PLEASE KEEP THIS ITINERARY RECEIPT HANDY AT THE AIRPORT AS YOU MAY BE ASKED TO PRESENT IT AT SECURITY, IMMIGRATION, CUSTOMS OR CHECK-IN POINTS.

CHECK IN OPENS AT LEAST 3 HOURS PRIOR TO DEPARTURE. FOR FLIGHTS DEPARTING ABU DHABI, CHECK-IN OPENS 4 HOURS PRIOR TO DEPARTURE.

CHECK-IN CLOSES 60 MINUTES PRIOR TO DEPARTURE.

PLEASE ENSURE YOU ARE AT THE BOARDING GATES AT LEAST 45 MINUTES BEFORE DEPARTURE.

ENDORSEMENTS : VALID EX ONLY/NON ENDO/ NON RATE/RET CHARGES APPLY
EXCHANGE RATE : 1.2863
PAYMENT : INV-CQ

FARE CALCULATION : KRT EY X/AUH EY YTO660.00NUC660.00END ROE1.000000

AIR FARE	: USD	660.00
EQUIV FARE PAID	: CAD	849.06
TAX	: CAD	147.92YQ
TOTAL	: CAD	996.98

NOTICE

WHERE PURCHASE HAS BEEN MADE THROUGH THE INTERNET, TO USE THIS ELECTRONIC TICKET YOU MUST PRESENT PROOF OF IDENTITY.

TRANSPORTATION AND OTHER SERVICES PROVIDED BY ETIHAD AIRWAYS ARE SUBJECT TO CONDITIONS OF CARRIAGE OF PASSENGERS AND BAGGAGE WHICH ARE HEREBY INCORPORATED BY REFERENCE AND FORM PART OF THE CONTRACT OF CARRIAGE BETWEEN YOU AND ETIHAD AIRWAYS. YOU ARE INVITED TO TAKE NOTE, IN ADVANCE OF YOUR JOURNEY, OF THESE CONDITIONS THE FULL TEXT OF WHICH IS AVAILABLE FROM ETIHAD AIRWAYS OR ITS AGENTS OR ON THE WEBSITE [HTTP://WWW.ETIHADAIRWAYS.COM/CONDITIONSOFCARRIAGE](http://www.etihadairways.com/conditionsofcarrriage)

NOTICE

IF THE PASSENGERS JOURNEY INVOLVES AN ULTIMATE DESTINATION OR A STOP IN A COUNTRY OTHER THAN THE COUNTRY OF ORIGIN, THE WARSAW CONVENTION OR THE MONTREAL CONVENTION AS STATED IN THE CONDITIONS OF CARRIAGE OF PASSENGERS AND BAGGAGE MAY APPLY TO THE ENTIRE JOURNEY, INCLUDING ANY PORTION ENTIRELY WITHIN THE COUNTRY OF ORIGIN OR DESTINATION. THESE CONVENTIONS MAY LIMIT THE LIABILITY OF THE CARRIER FOR LOSS OF LIFE OR BODILY INJURY; IN RESPECT OF DELAY, AND FOR LOSS OR DAMAGE TO BAGGAGE.

ETIHAD AIRWAYS HAS WAIVED THE LIMITS OF LIABILITY APPLICABLE UNDER THE WARSAW CONVENTION (OR THAT CONVENTION AS AMENDED AT THE HAGUE 1955 OR PROTOCOLS NOS. 1 AND 2 OF 1975) WITH RESPECT TO LOSS OF LIFE OR BODILY INJURY ATTRIBUTABLE TO AN ACCIDENT. HOWEVER, UNDER WARSAW CONVENTION (OR THAT CONVENTION AS AMENDED AT THE HAGUE 1955 OR PROTOCOLS NOS. 1 AND 2 OF 1975) THE LIABILITY FOR THE LOSS, DAMAGE OR DESTRUCTION OF CHECKED BAGGAGE IS LIMITED TO 17 SDR PER KILOGRAM (ABOUT USD 20).

UNDER THE MONTREAL CONVENTION OF 1999, NO FINANCIAL LIMITS APPLY IN THE CASE OF LOSS OF LIFE OR BODILY INJURY. ETIHAD AIRWAYS MAY MAKE ADVANCE PAYMENTS TO MEET IMMEDIATE ECONOMIC NEEDS OF THE PERSON ENTITLED TO CLAIM COMPENSATION, SUBJECT TO APPLICABLE LAW. THE LIABILITY OF ETIHAD AIRWAYS IN RESPECT OF DAMAGE CAUSED BY DELAY IS LIMITED TO SDR 4150 (ABOUT USD 6200) AND THE LIABILITY IN RESPECT OF DESTRUCTION, LOSS, DAMAGE, OR DELAY OF BAGGAGE IS LIMITED TO SDR 1000 (ABOUT USD 1,500.)

FOR FLIGHTS ORIGINATING FROM ANY STATE MEMBER OF THE EUROPEAN UNION ETIHAD AIRWAYS IS COMMITTED TO RESPECT THE SPECIFIC EUROPEAN REGULATIONS RELATING TO LIABILITY IN CASE OF DENIED BOARDING, CANCELLATION OF A FLIGHT OR SUBSTANTIAL DELAY.

FOR SECURITY REASONS, ALL KNIVES, SHARP OBJECTS OR CUTTING IMPLEMENTS OF ANY KIND AND ANY LENGTH, WHETHER OF METAL OR OTHER MATERIAL, KNITTING NEEDLES, AND SPORTING GOODS, MUST BE PACKED IN YOUR CHECKED BAGGAGE. THEY CANNOT BE CARRIED IN CABIN BAGGAGE OR ON PERSON. PASSENGERS CARRYING HYPODERMIC NEEDLES WILL NEED TO DECLARE THEM AT

THE SCREENING POINT. WHERE POSSIBLE DOCUMENTATION OR IDENTIFICATION TO CONFIRM THEIR MEDICAL CONDITION SHOULD BE PRODUCED. MEDICATION SHOULD HAVE PROFESSIONALLY PRINTED LABEL IDENTIFYING THE MEDICATION OR A MANUFACTURER'S NAME OR PHARMACEUTICAL LABEL AFFIXED.

IT IS FORBIDDEN THAT PASSENGERS CARRY IN THEIR BAGGAGE ARTICLES, LIQUIDS, OR OTHER SUBSTANCES WHICH ARE CAPABLE OF POSING A SIGNIFICANT RISK TO HEALTH, SAFETY AND PROPERTY WHEN TRANSPORTED BY AIR, INCLUDING EXPLOSIVES, COMPRESSED GASES AND/OR AEROSOLS, FLAMMABLE LIQUIDS, CORROSIVES, OXIDISING MATERIALS, MAGNETS, MATERIALS EASILY IGNITED, POISONOUS, OFFENSIVE OR IRRITATING SUBSTANCES, MUNITIONS OF WAR AND ANY FURTHER ITEMS WHICH ARE PROHIBITED BY APPLICABLE LAWS, REGULATIONS OR ORDER OF ANY STATE TO BE FLOWN FROM, TO OR OVER. FOR QUESTIONS OR ADDITIONAL INFORMATION PLEASE CONTACT YOUR TRAVEL AGENT OR VISIT THE WEBSITE [HTTP://WWW.ETIHADAIRWAYS.COM/CONDITIONSOFCARRIAGE](http://www.etihadairways.com/conditionsofcarriage).

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