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C A N A D A

PROVINCE OF QUEBEC
QUEBEC DISTRICT

No :

SUPERIOR COURT
(Civil division)

HARVEST MINISTRIES INTERNATIONAL



Plaintiff

vs.

Hon. CAROLINE PROULX

and

**SOCIÉTÉ DU CENTRE DES CONGRÈS DE
QUÉBEC**

and

ATTORNEY GENERAL OF QUEBEC

Defendants

MOTION TO INSTITUTE PROCEEDINGS

IN SUPPORT OF ITS CLAIM, THE PLAINTIFF DECLARES :

A) Overview

1. On June 2, 2023, at the behest of the defendant, the Hon. Proulx (the "**Minister**"), the defendant Société du Centre des congrès de Québec (the "**Society**") unilaterally and without notice resolved a lease, Exhibit P-1 (the "**Lease**"), which it had entered into with the plaintiff Harvest Ministries International ("**Harvest**") in January 2023 for

the holding of an event known as the Rally Foi, Feu, et Liberté (the "**Rally**"), in Québec City, from June 23 to July 2, 2023.

2. In the absence of alternative venues for the Rally, Harvest was forced to cancel the event.
3. Harvest is claiming compensatory and punitive damages from the defendants, as well as various remedies under the *Charter of Human Rights and Freedoms* ("**CHRF**") and the *Canadian Charter of Rights and Freedoms* ("**CCRF**").

B) Parties

4. Harvest is a Christian organization in Kelowna, British Columbia, led by Pastor Arthur "Art" Lucier.
5. The Minister is responsible for convention centers owned by the provincial government, including the Society (see extract from the corporate register, Exhibit P-2).
6. Established by the *Act respecting the Québec City Convention Centre Corporation* (RLRQ, c. S- 14.001), the Société is an agent of the State.

C) The Rally

7. Had it taken place, the Rally would have been the sixth of its kind since 2018.
8. This type of event, known as "Faith, Fire and Freedom", is Harvest's main activity, to which it devotes most of its resources.
9. By way of example, the Faith, Fire and Freedom event held in Winnipeg in July 2022 spanned three days and required expenses of around \$300,000, entirely offset by donations raised by Harvest for the occasion.
10. Harvest depends on donations received at such events to finance, in addition to the direct costs of such events, the remuneration of its employees, rent and other operating expenses.
11. From the signing of the Lease with the Society in January 2023, Harvest invested most of its time in organizing the Rally.
12. Hundreds of hours of work have enabled Harvest to :
 - 12.1 Deploy an extensive advertising campaign, including the creation and administration of websites and social media profiles;

12.2 Implement complete logistics, including transportation and accommodation for participants, as well as equipment management and handling;

12.3 Ensure the accounting and administration of various service and supply contracts;

12.4 Hold promotional events for the Rally.

13. An audience of around 1,200 people a day was expected to attend the Rally, which from June 23 to July 2, 2023 would feature large-scale prayer meetings, musical performances and other artistic and cultural presentations around the themes of faith and reconciliation between the founding communities of the Canadian federation.

D) The state's liberticidal assault

14. On June 1^{er}, 2023, the Minister ordered the CEO of Société de Québec to resolve the Lease.

15. Thus, on June 2, 2023, the Society sent Harvest a unilateral notice of resolution, drafted in the terse terms reproduced below:

Please be informed that your event will not be held at our facilities for the following reasons: [...]

2. Furthermore, as we are owned by the Government of the Province Quebec, and after discussions with our authorities, we all consider that your event should be held elsewhere in the City, in a private facility.

3. Your deposit will be refunded promptly.

4. We trust that you will inform all already registered participants and delete all references to your facility on your website and other advertising material.

Thank you

16. On June 2, 2023, at a press scrum, the Minister proudly announced that she had instructed the CEOs of the Society, the Palais des congrès de Montréal and the Société de développement et de mise en valeur du Parc Olympique that events like the Rally would no longer be held in their establishments. In the words of the Minister :

It's against the fundamental principles of Quebec. [...] This type of event will not take place here.

Yes to freedom of expression, but no to hosting events that contradict Quebec's fundamental principles. [...] Our CEOs are smart enough, and when they have doubts, they call the ministry [...] to make sure that events are held in accordance with Quebec's fundamental principles. There have never been any issues until now. There hasn't been this kind of intervention by the Minister to reframe the message [...].

17. Reframing the Society's CEO, who had announced that she would help Harvest find another location, the Minister publicly rebuffed him:

Contrary to what has been said by the CEO of the Quebec City Convention Centre, there will be no support from the Convention Centre for the event to find another venue [...]. Let me be extremely clear about this.

It's against the fundamental principles of Quebec [...] My CEO made a mistake, I told him so, and this morning I'm telling him that we're not going to help the company find new premises.

18. At the scrum, Hon. Biron, Minister for the Status of Women, applauded the Minister's directive, declaring:

We are a resolutely pro-choice government. I thank Caroline for her vigilance and prompt action [...]. That won't stop the organization from finding a private place if it so wishes. Yes, I'm all for freedom of expression, but at the government, we have principles and we've decided to be consistent.

19. On the same day, June 2, Premier François Legault declared, on the sidelines of the Minister's announcement:

It's a question of judgment. We're not going to allow anti-abortion groups to put on big shows in public places.

20. The Rally was not an "anti-abortion" event; there were no items on the program relating to this particular theme.

21. Harvest, in line with its evangelical precepts, has in the past defended its "pro-life" political convictions.

22. It still defends them and intends to continue to do so, which is its most basic right.

23. That said, this lawsuit is not about the merits of Harvest's views on abortion, but rather about the fundamental rights of Harvest, its members and followers, to live out their faith, to express themselves politically and to assemble peacefully without state hindrance.

E) Consequences of breaking the lease

24. On June 5, 2023, Harvest sent the defendants a demand letter:

Madam Minister, Mr Chairman and CEO,

Harvest Ministries International and its president Arthur Lucier mandate me. I hereby give effect to the unilateral termination of contract 011470-01 ([...], hereinafter "**Contract**"), by e-mail of current 2nd ([...], hereinafter "**Notice**").

The Société du Centre des Congrès de Québec ("**Société**") does not raise, in its Notice, any valid legal basis for the termination of the Contract. [...]

I understand that Minister Proulx pressured CEO Bouchard to prevent the Fire, Faith & Freedom Rally from being held at the Quebec City Convention Centre, because of the Rally's allegedly "anti-abortion" theme, which would be "in contradiction with the fundamental principles of Quebec".

Even if the theme of the Rally were "anti-abortion" (we deny it), your decision to ban my client from the Convention Centre - and from all similar provincial Crown properties - would be abusive, discriminatory, an attack on the fundamental freedoms of expression and religion, without the shadow of a reasonable justification.

Yet you have attached the label "anti-abortion" to an event that was nothing of the sort. No so-called "anti-abortion" speeches, performances, screenings or themes were on the agenda. Your public assertions and the termination of the Contract are eerily reminiscent of the facts of [*Roncarelli v. Duplessis*](#).

The unilateral termination of the Contract will cause considerable material damage to my client, who must now, at the height of the high season, find a replacement venue for the Rally, close to hotels and restaurants where reservations and deposits have already been made. Preliminarily and without prejudice, my client estimates her probable material loss at over four hundred and fifty thousand dollars (\$450,000). This amount does not include any damages, punitive or otherwise, that may be claimed under sections 49 of the *Charter of Human Rights and Freedoms* and 24(1) of the *Canadian Charter of Rights and Freedoms*.

You are required to formally withdraw the Notice of Termination and agree to reinstate the Contract as is by noon on June 8, 2023, failing which my client may institute any legal proceedings required for the preservation of her rights. [...]

25. Neither the Minister nor the Society deigned to reply to the letter of formal notice, other than by simple acknowledgement of receipt.
26. Between June 3 and 16, 2023, Harvest actively searched for alternative premises to host the Rally, but to no avail.
27. In fact, Harvest was turned down by all forty-three (43) of the establishments it contacted in its search, sometimes for reasons of availability, sometimes for fear of the controversy knowingly stirred up by the defendants.
28. In a sequence that combined a show of authority with orders issued under the watchful eye of the cameras, the Minister, the Society, the Minister for the Status of Women and the Premier himself singled out Harvest for popular vindictiveness

because of her religious and political opinions, allegedly contrary to the "fundamental principles of Quebec".

29. Harvest is claiming \$25,000 in damages for the moral prejudice it has suffered.

F) Material damage

30. On June 9 and 12, 2023, due to compelling circumstances, Harvest was forced to announce the deprogramming of the Rally on social media.

31. On June 17, 2023, Harvest found a room that could accommodate just over 200 people for a small impromptu event.

32. As shown in the spreadsheet (Exhibit P-3), costs and expenses associated with the Rally, even when deprogrammed, amounted to \$373,822, while revenues totalled \$236,175, resulting in a net loss of \$137,647.

33. This loss is the direct result of the unlawful and unconstitutional action of the Minister and the Society; Harvest is claiming full compensation.

G) Violations of Harvest's fundamental rights and freedoms

34. The Minister and the Society have violated, without right and without reasonable justification, the following constitutional and quasi-constitutional guarantees, the full protection of which Harvest claims:

34.1 Freedom of religion, in accordance with article 3 CDLP and article 2(a) CCDL;

34.2 Freedom of expression and opinion, in accordance with article 3 CDLP and article 2(b) CCDL;

34.3 Freedom of peaceful assembly, in accordance with article 3 CDLP and article 2(c) CCDL;

34.4 The right to equality without discrimination on the grounds of religion or political convictions, notably in the conclusion of a legal act and access to public places, in accordance with articles 10, 12, 13 and 15 CDLP, and article 15 CCDL;

35. The acts and omissions of which the Minister and the Society are accused are not based on any rule of law. This is a case of pure arbitrariness, based on the intimate convictions of people who have been temporarily entrusted with the levers of power.
36. The abusive conduct of the Minister and the Society in this matter testifies to their malice and bad faith, and their intention to harm Harvest. The motives invoked by the defendants are so far removed from the principle of legality (rule of law) that they border on the irrational.

H) The right remedies

37. As compensatory damages, Harvest seeks against the defendants, jointly and severally, \$137,647 for material loss and \$25,000 for moral loss.
38. As punitive damages under section 49 CDLP, Harvest seeks \$50,000 against the defendants, solidarily, for the unlawful and intentional infringement of its guaranteed rights.
39. Under the same article 49 CDLP, Harvest is seeking a judicial declaration of unjustified infringement of its rights to freedom of religion, expression, opinion, peaceful assembly and non-discrimination on the grounds of religion or political opinion.
40. Pursuant to section 24(1) CCDL, Harvest is claiming Charter damages in the amount of \$50,000 from the solidary defendants, in the alternative to punitive damages under section 49 CDLP, for the unconstitutional and unjustified infringement of its rights to freedom of religion, expression, opinion, peaceful assembly and non-discrimination on the basis of religion.
41. Under section 24(1) CCDL, Harvest seeks a judicial declaration of unjustified interference with its rights to freedom of religion, expression, opinion, peaceful assembly and non-discrimination on the basis of religion.

FOR THESE REASONS, PLEASE THE COURT:

DECLARE that the Defendant Minister, as well as the Defendant Society, by breaking the Lease and maintaining its resolution (Exhibit P-1), have infringed, without legal basis or reasonable justification, the Plaintiff's guaranteed rights to freedom of religion, expression, opinion, peaceful assembly, and to non-discrimination on the grounds of religion or political opinion, contrary to sections 3, 10, 12, 13 and 15 of the *Charter of Human Rights and Freedoms*, and sections 2(a)b)c) and 15 of the *Canadian Charter of Rights and Freedoms*.

CONDEMN the defendants, solidarily, to pay the plaintiff the sum of \$137,647 as compensatory damages for the material loss suffered, with the additional indemnity provided for by law, as well as legal interest running from August 1^{er} 2023.

CONDEMN the defendants, solidarily, to pay the plaintiff the sum of \$25,000 as compensatory damages for the moral prejudice suffered, with the additional indemnity provided for by law, as well as legal interest running from June 2, 2023.

CONDEMN the defendants, solidarily, to pay the plaintiff the sum of \$50,000 as punitive damages under the *Charter of Human Rights and Freedoms* or, in the alternative, damages under subsection 24(1) of the *Canadian Charter of Rights and Freedoms*, in connection with the defendants' unjustified violations of the plaintiff's guaranteed rights to freedom of religion, expression, opinion, peaceful assembly, and non-discrimination on the basis of religion or political opinion.

THE WHOLE, WITH COSTS.

In Westmount, this August 2, 2023

OLIVIER SÉGUIN, AVOCAT
Me Olivier Séguin

