

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF QUEBEC

N°: 200-17-035129-238

DATE: July 31, 2026

PRESIDING: THE HONOURABLE ALAIN TRUDEL, J.S.C.

HARVEST MINISTRIES INTERNATIONAL

Plaintiff

v.

HON. CAROLINE PROULX

and

SOCIÉTÉ DU CENTRE DES CONGRÈS DE QUÉBEC

and

ATTORNEY GENERAL OF QUÉBEC

Defendants

and

L'ALLIANCE ÉVANGÉLIQUE DU CANADA

and

RÉSEAU ÉVANGÉLIQUE DU QUÉBEC

and

CANADIAN CENTRE FOR CHRISTIAN CHARITIES

Co-Interveners

and

ALLIANCE DES CHRÉTIENS EN DROIT

Intervener

JUDGMENT

OVERVIEW

- [1] Does the Defendants' decision of June 2, 2023 to terminate the rental agreement entered into between the Plaintiff and the Société du centre des congrès de Québec ("SCCQ") for the holding of an event entitled "Faith, Fire and Freedom" from June 22 to July 2, 2023 constitute an infringement or violation of the Plaintiff's fundamental rights and freedoms?
- [2] If so, is that infringement or violation intentional? Does it warrant redress?
- [3] These are the main questions raised by the dispute.

BACKGROUND

- [4] The facts of the case are relatively simple and may be summarized as follows.
- [5] Harvest Ministries International ("HMI") is a Christian organization based in Kelowna, British Columbia, led by Pastor Arthur Lucier.
- [6] It is incorporated as a not-for-profit society under British Columbia's Societies Act¹ and is registered as a charitable organization with the Canada Revenue Agency.
- [7] Section 2 of the organization's letters patent sets out its objectives as follows²:
 - 1. To glorify God in all that we are and do, and to offer Him whole worship, Spirit-led, in accordance with the Scriptures.
 - 2. To use all means provided in the Scriptures to ensure spiritual well-being and to bring to full maturity in Christ all those whom God unites with our church family.
 - 3. To carry out, throughout the world, the Great Commission that God entrusted to His Church according to Matthew 28:19, 20 and Luke 24:46, 47.
 - 4. To extend the Kingdom of God in and to all areas of life.
 - 5. To support, collaborate with, pray for and bless the Christian community as a whole, in accordance with the principles of God's work.
 - 6. To teach sound doctrine leading to a holy life consistent with the example of Christ.
 - 7. To provide Christian education by delivering, on a daily basis, academic and religious instruction, both during the day and in the evening, Monday through Friday as well as on weekends; including preschool, kindergarten, elementary, intermediate, secondary and post-secondary education, both on church premises and at home.

¹[SBC 2015], chap. 18.

²This is a free translation of the objectives taken from the organization's letters patent and corporate documents filed as Exhibit P-7.

8. To serve the Church and the community through acts and ministries of Christian service and charity, in accordance with the teachings of the Word of God.
- [8] On January 31 and February 2, 2023, HMI and the SCCQ ratified a rental agreement³ for the facilities of the Centre des congrès de Québec, for the purpose of holding, over ten (10) days, from June 22 to July 2, 2023, the “Rallye Foi, Feu, Liberté / Faith, Fire, Freedom Rally” event, expected to draw more than 1,200 participants per day.
- [9] This gathering was intended to be the culminating event of a series of meetings organized by the Plaintiff in various cities across Quebec as part of a movement entitled “Battle for Canada.” The Quebec City gathering planned at the Centre des congrès had as its main objective to unite Canada’s two founding peoples.
- [10] The choice of dates for the event, which included both Quebec’s National Holiday and Canada Day, as well as the proximity of the Plains of Abraham, a site steeped in history, was not incidental.
- [11] The Plaintiff publicized the event through social media using various slogans, such as “Preparing the Way,” “Battle for Canada,” and “National Prayer Strike Gathering.”⁴ The advertisements directed interested persons to consult and register on the websites battleforcanada.com and rra.ca⁵. The invitation was extended not only to the Plaintiff’s members but to anyone interested.
- [12] On the late afternoon of May 31, 2023, journalist Sébastien Bovet, head of Radio-Canada’s Quebec City parliamentary bureau, sent an email to Brigitte Roussy, press attaché to Tourism Minister Caroline Proulx, seeking her reaction to the holding of the “Rallye Foi, Feu, Liberté” event at the Centre des congrès de Québec.
- [13] His email reads, in essence, as follows⁶:
- Hi Brigitte, I hope you’re doing well.*
- From June 23 to July 2, the Centre des congrès de Québec will be hosting an event called “Rallye foi, feu, libertés”*
- Event website: <https://www.battleforcanada.com/>*
- The event appears to be organized by a group called “Canadian Firewall.”*
- Website: <https://www.canadianfirewall.ca/>*

³See Exhibit P-1, “Rental agreement – file 011470-01”

⁴See Exhibit P-8.

⁵Website of the Revival Reformation Alliance.

⁶Exhibit PGQ-2.

According to the site's information, it's an evangelical, anti-abortion group that denounces laws that undermine the word of God, the family, and sex. In short, you get the idea.

The Centre des congrès essentially states that it rents rooms and does not concern itself with content.

I'd like to know how the Minister reacts to this kind of event, whether she is comfortable with it being held.

Thanks.

- [14] Minister Proulx was being addressed in her capacity as the minister responsible for the Société du Centre des congrès de Québec.⁷
- [15] The journalist's email was forwarded to Marie-Christine Fillion, the Minister's chief of staff, who immediately relayed the request to the Premier's office, the office of the Minister for the Status of Women, and finally to Pierre-Michel Bouchard, President and CEO of the Centre des congrès.
- [16] Minister Proulx was informed of journalist Bovet's request as soon as she arrived at the office the following morning, June 1, 2023, at around 7:00 a.m.
- [17] Together with her chief of staff, she consulted HMI's website, of whose existence she had previously been unaware.
- [18] A piece of information on the first page of the website she consulted caught her attention⁸. The following statement appeared there:

"Ending Abortion

In 1969, the government of Pierre Trudeau legalized abortion in Canada. Initially, there were regulations concerning when pregnancies could be terminated, but in 1968, the abortion law was struck down as 'unconstitutional,' leaving Canada without a law and allowing abortions up to term. This measure, which has resulted in the abortion of some 4 million babies to date, has made the mother's womb the most dangerous place for a child in Canada. We must pray for the sanctity of life, and for abortion to end in Canada!" (sic)

⁷The Minister of Tourism is also responsible for the Société du palais des congrès de Montréal and the Société du Parc Olympique.

⁸Exhibit PGQ-3. The Minister testified that the webpage consulted on June 1, 2023 was not identical to the one filed as Exhibit PGQ-3, but that it conveyed substantially the same message, which is not contradicted by the evidence.

- [19] Outraged by the content of the message conveyed, which she considered false and contrary to Quebec's fundamental values, the Minister decided to terminate the rental agreement binding the SCCQ to HMI for the upcoming event.
- [20] Minister Proulx and her chief of staff contacted the CEOs of the Société du Parc olympique and of the Centres des congrès de Québec and Montréal to inquire whether any directives setting out precise criteria for the rental of public facilities under the state corporations within her purview existed, and whether those corporations had ever refused to rent out their spaces on grounds including conflicts of values.
- [21] The Minister spoke in particular with Michel Labrecque of the Société du Parc Olympique, who told her that no specific directive existed on the subject but that he had previously refused to contract with an organization whose message, in his view, undermined respect for women.
- [22] Satisfied with the information obtained, the Minister decided to terminate the rental agreement. She immediately instructed her chief of staff to implement her decision, which was shared with the office of the Minister for the Status of Women and subsequently authorized by the Premier's office.
- [23] That same day, at 2:41 p.m., Fillion informed Pierre-Michel Bouchard, President and CEO of the Centre des congrès, in writing, of the Minister's decision, in the following terms⁹:
- "Hello,*
- We wish for the event to be cancelled.*
- We firmly believe in freedom of expression, but just as firmly in freedom of choice.*
- We have a deep discomfort with this event being held in a public corporation.*
- Nothing prevents them from holding the event elsewhere, in a private venue.*
- Thank you very much,*
- Marie-Christine Fillion*
- Chief of Staff"*
- [24] Journalist Bovet was subsequently informed of the Minister's position and reasons regarding the cancellation of the rental agreement with HMI, and the media published the story immediately.
- [25] On June 2, 2023, Bouchard informed HMI that the event could not be held at the Centre des congrès, explaining in particular that his organization was accountable to government authorities and that, following discussions with its principals, it had been decided that the

⁹Exhibit PGQ-4.

event should be held elsewhere, in a private establishment in Quebec City. He confirmed that the deposit paid at the time of booking would be promptly refunded.

- [26] It is useful to reproduce the email setting out the reasons for the contract's termination. The essential content of the correspondence reads as follows:

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

1. I was made aware that one of our employees was physically assaulted by Mr. Art Lucier on April 28 2023. This behavior is unacceptable to us.

2. Furthermore, as we are owned by the Gouvernement 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 our facility on your website and other advertising material." (sic)

[Reproduced in the original English.]

- [27] Later that day, at a press scrum¹⁰ held together with Martine Biron, Minister for the Status of Women, Minister Proulx spoke publicly on the matter. She told reporters that she had given directives to the presidents and CEOs of the SCCQ, the Palais des congrès de Montréal, and the Société de développement de mise en valeur du Parc Olympique that events like the Rally would not be held at their establishments.

- [28] She stated more specifically as follows:

"It's against Quebec's fundamental principles. [...] 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 being held are consistent with Quebec's fundamental principles. There has never been an issue up until now. There hasn't been this kind of intervention needed on the Minister's part to redirect the message [...]"

- [29] Speaking in the same vein, Minister Biron stated:

"We are a resolutely pro-choice government. I thank Caroline for her vigilance and her promptness to act [...]. This won't stop the organization from finding a

¹⁰Commonly referred to as a "scrum."

private venue if it wishes. Yes, freedom of expression, I'm on board with that, but as a government, we have principles and we've decided to act accordingly."

- [30] Arthur Lucier testified that he learned of the termination of the rental agreement through the media on June 2, 2023.
- [31] On June 5, 2023, through its counsel, HMI sent the Defendants a formal notice to comply with their obligations under the rental agreement entered into in February 2023, raising the abusive and discriminatory nature of the decision and its effects infringing on its client's fundamental freedoms of expression and religion.
- [32] This formal notice went unanswered.
- [33] From that point on, the Plaintiff's representatives made numerous efforts to relocate the event to a privately owned establishment in Quebec City, with results that were, at best, mixed.
- [34] On June 13, 2023, the Plaintiff was forced to publicize the cancellation of the event. Despite this, nearly 200 people gathered at another establishment in Quebec City and nonetheless took part in prayer meetings and gatherings on the Plains of Abraham.
- [35] It was in this context that, in August 2023, the Plaintiff filed an originating application for damages against the Defendants.
- [36] It seeks a declaration from the Court to the effect that, through their actions, the Defendants infringed its rights to freedom of expression, religion, opinion, and peaceful assembly, as well as its right to non-discrimination on grounds of religion or political opinion.
- [37] Its claim for damages breaks down as follows:

a)	Compensatory damages:
	\$30,636.92;
b)	Punitive damages: i) Hon. Caroline Proulx:
	\$45,000.00;
	ii) SCCQ:
	\$5,000.00;
TOTAL:	\$80,636.92;

ISSUES IN DISPUTE

- [38] The dispute raises the following issues.
- Did the Minister of Tourism and/or the SCCQ commit a fault in terminating the lease? If so, what damages did HMI suffer as a result of the lease's termination?

- Did the Minister of Tourism and/or the SCCQ infringe HMI's fundamental rights and freedoms?
 - a) Freedom of expression and opinion;¹¹
 - b) Freedom of peaceful assembly;¹²
 - c) Freedom of religion;¹³
 - d) Right to equality without discrimination based on religion or political beliefs;¹⁴
- If there is an infringement (whether intentional or not), what is the appropriate remedy in the circumstances?

ANALYSIS AND DECISION

[39] The Court answers the issues raised by the dispute as follows.

Did the Minister of Tourism and/or the SCCQ commit a fault in terminating the lease? If so, what damages did HMI suffer in connection with the lease's termination?

The SCCQ's contractual liability

- [40] The Plaintiff and the SCCQ are bound by a lease contract within the meaning of articles 1851 et seq. of the Civil Code of Québec.
- [41] By an email dated June 2, 2023, the SCCQ informed the Plaintiff that it was terminating the rental agreement. It specified that this decision was based on two grounds.
- [42] First, it invoked the fact that Mr. Lucier had allegedly physically assaulted one of its representatives the preceding April.
- [43] The SCCQ then stated that it is a mandatary of the State and that, following a discussion with its principals, it had been agreed that the event should be held elsewhere, in a private establishment in Quebec City.
- [44] As for the first ground, the SCCQ did not insist on putting it forward and offered only very sparse and unconvincing evidence in support of it.
- [45] What about the second?
- [46] On June 2, 2023, the SCCQ confirmed that it was unilaterally terminating the rental agreement entered into with the Plaintiff and that it would not fulfill its obligations toward the Plaintiff.

¹¹Section 3 QCHRF and section 2(b) CCRF.

¹²Section 3 QCHRF and section 2(c) CCRF.

¹³Section 3 QCHRF and section 2(a) CCRF.

¹⁴Sections 10, 12, 13 and 15 QCHRF, and section 15 CCRF.

[47] In doing so, it incurred contractual liability.

[48] Article 1863 of the Civil Code of Québec provides:

“1863. The failure of one party to perform an obligation entitles the other party to claim, in addition to damages, specific performance in cases which admit of it. Where the failure to perform causes serious injury to that party or, in the case of an immovable lease, to the other occupants, it may apply for rescission of the lease.

Failure to perform also entitles the lessee to apply for a reduction of rent; where the court grants such a reduction, the lessor who remedies the default is nevertheless entitled to have the rent re-established for the future.”

[49] It is worth noting here that the rental agreement contains no clause allowing the lessor to terminate it unilaterally other than in the usual cases of default in payment, the lessee’s failure to meet its obligations under the lease, insolvency, or force majeure — none of which apply in the present case.

[50] In support of its decision, the SCCQ has not established any breach by the Plaintiff of its obligations, nor any serious injury that could justify the termination of the rental agreement.

[51] In fact, the SCCQ argues that it is not the true author of the decision to terminate the rental agreement and merely raises its status as a mandatary of the State. It essentially attributes responsibility for the decision to Tourism Minister Caroline Proulx, to whom it is accountable under the Act respecting the Société du Centre des congrès de Québec¹⁵ (“the Act”).

[52] However, this argument is of no assistance to it with respect to HMI’s claim, given that it duly entered into the rental agreement for its Centre des congrès de Québec facilities with HMI.

[53] By unilaterally terminating the rental agreement without legal basis, the SCCQ committed a contractual fault against its co-contracting party.

[54] HMI is therefore well founded in raising the SCCQ’s failure to perform its obligations toward it, and in particular the fundamental obligation to provide it with peaceable enjoyment of the leased premises. HMI is likewise justified in seeking compensation for the damages it incurred as a direct consequence of the termination of the rental agreement.

Minister Proulx’s extracontractual liability

[55] Alleging the extracontractual fault of Defendant Caroline Proulx, HMI also seeks her solidary condemnation to damages.

¹⁵Act respecting the Société du Centre des congrès de Québec, CQLR, c. S-14.001.

- [56] It argues that Minister Proulx intervened directly with the SCCQ, with full knowledge of the facts, in order to compel it to break the rental agreement binding it to the Plaintiff, and did so without legal justification or legislative or regulatory authority.
- [57] Since the Minister's spontaneous intervention was not grounded in any statutory rule, the Plaintiff argues that it was wrongful, amounted to an abuse of right and arbitrariness, and gave rise to the Minister's extracontractual civil liability.
- [58] The Plaintiff's action is based on the provisions of article 1457 of the Civil Code of Québec. That article provides:
- "1457. Every person has a duty to abide by the rules of conduct incumbent on him, according to the circumstances, usage or law, so as not to cause injury to another.*
- Where he is endowed with reason and fails in this duty, he is responsible for any injury he causes to another person by such fault and is liable to reparation for the injury, whether it be bodily, moral or material in nature.*
- He is also liable, in certain cases, to reparation for injury caused to another by the act, omission or fault of another person or by the act of things in his custody."*
- [59] Acting in her capacity as the minister designated by the government as responsible for the administration of the Act, Minister Proulx submits that her intervention with the SCCQ resulted from a balancing of various legitimate interests and Quebec values, namely, on the one hand, freedom of expression and, on the other, the dignity of women and their freedom of choice.
- [60] She thus asserts the State's right to ensure that an event held at a public establishment under its authority is compatible with respect for democratic values, public order, and the general well-being of Quebec citizens, and that, in the circumstances of this case, her intervention was reasonable, necessary, and respectful of the expectations of Quebecers.
- [61] With respect, the Court concludes that the Minister's intervention was not grounded in any legislative or regulatory authority and that, by requiring the SCCQ to terminate the rental agreement without right, on grounds of an arbitrary nature based on an ideological disagreement, she abused her rights and incurred extracontractual liability. Here is why.
- [62] The uncontested evidence reveals that the Minister's decision to terminate the rental agreement was made in reaction to her review of the content of the Plaintiff's website, and in particular the following statement concerning the legalization of abortion, namely that "This measure, which has resulted in the abortion of some 4 million babies to date, has made the mother's womb the most dangerous place for a child in Canada" (sic).
- [63] Shocked and convinced that the position expressed by the Plaintiff was completely out of step with Quebec values, that it represented an affront to the dignity of women and their

freedom of choice, and that it constituted disinformation, the Minister decided to intervene and, without carrying out any balancing of the various legitimate interests at play, ordered the state corporation under her authority to terminate the rental agreement entered into with the Plaintiff.

[64] It should be noted that the SCCQ is constituted as a legal person and is a mandatory corporation of the State. The Act provides that it binds only itself when acting in its own name, and that it falls under the authority of the Minister of Tourism.

[65] Its purposes are:

1° to administer and operate the Centre des congrès de Québec as well as any other establishment located in the Quebec City region or surrounding regions and dedicated to holding conventions, trade shows or exhibitions, the responsibility for which is entrusted to it by the government;

2° to develop projects for the development or operation of the establishments referred to in paragraph 1°;

3° to carry on commercial activities and other activities likely to contribute to the development and promotion of the establishments referred to in paragraph 1° and to maximize the economic, touristic, intellectual and social spinoffs generated by their operation.¹⁶

[66] As the minister responsible for the administration of the Act, the Minister has the power to issue directives on the orientations and general objectives of the state corporation under her authority. Section 40 of the Act respecting the governance of state-owned enterprises¹⁷ specifically provides for this power. That section reads:

“40. The Minister may issue directives on the orientation and general objectives a corporation is to pursue.

Such directives must be approved by the Government and come into force on the day they are approved. Once approved, they bind the corporation, which must comply with them.

Every directive is tabled in the National Assembly within 15 days after it is approved by the Government or, if the Assembly is not in session, within 15 days of the resumption of its sittings.”

[67] It emerges from the evidence, and in particular from the Defendant Minister’s testimony, that at the time she made her decision, no directive existed governing the type of activity

¹⁶Section 17 of the Act respecting the Société du Centre des congrès de Québec, CQLR, c. S-14.001.

¹⁷Act respecting the governance of state-owned enterprises, CQLR, c. G-1.02.

or the content of gatherings, meetings, or conventions held at the Centre des congrès de Québec.

- [68] The Minister indeed made inquiries with the presidents and CEOs of the SCCQ, the Société du palais des congrès de Montréal, and the Société du Parc Olympique before confirming, with full knowledge of the circumstances, her decision to terminate the rental agreement with the Plaintiff.
- [69] She nonetheless intervened with the SCCQ and demanded termination of the rental agreement with the express intention of preventing, whatever the cost, an organization espousing anti-abortion views from holding an event at the Centre des congrès de Québec.
- [70] The Minister testified that she acted in defence of Quebec's fundamental values. However, the evidence shows that, in acting as she did, she knew full well that the SCCQ would be breaching its contractual obligations toward the Plaintiff and would cause the Plaintiff significant damages resulting from the last-minute cancellation of the planned gathering.
- [71] Without legislative or regulatory authority, the Minister thus arrogated to herself a power that she exercised in an arbitrary and abusive manner, with no regard for the Plaintiff's rights, the contractual obligations of her mandatarly toward the Plaintiff, and the SCCQ's objectives which, it bears repeating, are to carry on commercial activities contributing to the development of its establishments and to maximize the economic, touristic, intellectual, and social spinoffs generated by their operation.
- [72] Although the Minister was a third party to the rental agreement, by conveying to the SCCQ her clear wish to cancel the event, she associated herself with, and knowingly contributed to, the SCCQ's violation of its contractual obligations toward the Plaintiff.
- [73] This constitutes wrongful conduct giving rise to her extracontractual liability.

Damages

- [74] The Defendants admit that the Plaintiff suffered compensatory damages in connection with the termination of the rental agreement in the amount of \$30,636.92.¹⁸
- [75] In light of the foregoing, and the Court's findings regarding the SCCQ's contractual fault (wrongful termination of the rental agreement)¹⁹ and Minister Proulx's extracontractual fault, both of which contributed to the harm suffered by the Plaintiff, the Defendants are ordered, on a solidary basis, to pay the admitted amount of damages.

¹⁸See Amended Joint Declaration of November 27, 2024.

¹⁹Dostie v. Sabourin (C.A., 2000-03-22), SOQUIJ AZ-50071094, [2000] R.J.Q. 1026, para. 35 et seq.

- [76] As between the Defendants only, the Court finds that it was pursuant to a directive from its principal, the Minister of Tourism, that the SCCQ terminated the rental agreement. In these circumstances, the Minister of Tourism must bear 100% of the award.

Did the Minister of Tourism and/or the SCCQ infringe the following fundamental rights and freedoms of HMI:

- [77] First and foremost, counsel for the Attorney General of Québec (“AGQ”) invite the Court to exercise judicial restraint with respect to the constitutional issues raised by the Plaintiff and to recognize that this case can be resolved entirely by confining itself to the principles of civil law applicable to the rental agreement entered into between the parties.
- [78] The AGQ relies on the teachings of the Supreme Court of Canada in *Phillips v. Nova Scotia*²⁰. Justice Sopinka expressed himself on this issue as follows:
- “Our Court has said many times that it should not pronounce upon points of law where it is not necessary to do so in order to dispose of an appeal. This is particularly true where constitutional issues are concerned, and the principle applies with even greater force where the basis of the proceeding that was instituted has ceased to exist.”*
- [79] The Court does not question the wisdom of this teaching, which, with respect, does not apply in the present case, however.
- [80] The Plaintiff alleges that the Defendants’ decision to unilaterally terminate the rental agreement and cancel the “Foi, Feu et Liberté” event scheduled to be held from June 22 to July 2, 2023 caused it damages for which it seeks compensation.
- [81] It argues that this decision infringes its fundamental rights and freedoms of expression, religion, and peaceful assembly, and that an award of punitive damages against the Defendants under the provisions of the Charter is warranted.
- [82] This is the basis of its action.
- [83] The Minister of Tourism herself argues that her decision to terminate the rental agreement resulted from a balancing of various legitimate interests and Quebec values, namely, on the one hand, freedom of expression and, on the other, the dignity of women and their freedom of choice.
- [84] To that extent, the Court cannot limit its decision to ruling on the questions of the Defendants’ contractual and extracontractual liability without addressing the issue of the alleged infringements of the Plaintiff’s fundamental rights and freedoms.

²⁰[1995] 2 S.C.R. 97, para. 6.

* * *

[85] The infringements alleged by the Plaintiff find their source in the following provisions of the Canadian Charter of Rights and Freedoms (“CCRF”)²¹ and of the Charter of Human Rights and Freedoms (“QCHRF”)²².

[86] Section 2 of the CCRF provides:

“2. Everyone has the following fundamental freedoms:

a) freedom of conscience and religion;

b) freedom of thought, belief, opinion and expression, including freedom of the press and other media of communication;

c) freedom of peaceful assembly; and

d) freedom of association.”

[87] As for section 3 of the QCHRF, it reads as follows:

“3. Every person is the possessor of the fundamental freedoms, including freedom of conscience, freedom of religion, freedom of opinion, freedom of expression, freedom of peaceful assembly and freedom of association.”

[88] HMI submits that the Defendants’ decision to terminate the rental agreement infringes its freedom of expression and freedom of religion, and constitutes discrimination based on its political convictions.

[89] The Court addresses the question of the alleged infringements of the Plaintiff’s fundamental rights and freedoms by first analyzing the guarantee relating to freedom of expression.

[90] What exactly is the situation?

Freedom of expression.

[91] It is worth recalling that the Rallye Foi, Feu, Liberté organized by the Plaintiff at the Centre des congrès was intended to be the culminating event of a series of gatherings held in various Quebec cities as part of a movement entitled “Battle for Canada.”

[92] The evidence shows that the main objective of this gathering was to unite Canada’s two founding peoples. The Plaintiff publicized the event using various slogans, such as “Preparing the Way,” “Battle for Canada,” and “National Prayer Strike Gathering.”²³ The

²¹Canadian Charter of Rights and Freedoms, R.S.C. 1985, App. II, No. 44, Schedule B, Part I.

²²Charter of Human Rights and Freedoms, CQLR, c. C-12.

²³See Exhibit P-8.

advertisements directed interested persons to consult and register on the websites battleforcanada.com and rra.ca²⁴.

- [93] Mr. Arthur Lucier testified that the primary objective of the gathering was to bring together Canada's founding peoples in prayer, fellowship, and forgiveness, and that the theme of defending "the unborn" would be addressed, although the event was not, strictly speaking, pro-life in nature.
- [94] The issue here is whether the Defendants' decision to unilaterally terminate the rental agreement for the Centre des congrès and to prevent the Plaintiff from holding a gathering of its members there, because of its positions against abortion, infringes its freedom of expression.
- [95] The Plaintiff asserts the right to use the Centre des congrès de Québec to hold its gathering and to publicly express its political and religious positions without being subjected to an unjustified restriction of the content of that expression by the government.
- [96] It is of the view that the question must be resolved according to the analytical framework established by the Supreme Court of Canada in *Ville de Montréal*²⁵, which deals with expression in a public space or place.
- [97] The AGQ, for its part, argues that the test from *Doré*²⁶ applies and submits that the Defendants' decision to terminate the rental agreement was reasonable.
- [98] It notes that freedom of expression also protects the right not to express oneself, or, more generally, the right not to be associated with a particular discourse. The use of public premises by organizations espousing anti-abortion views associates the State with such discourse, with which it does not wish to be associated.
- [99] Lastly, it argues that there was no infringement of the freedom asserted, since the Plaintiff ultimately held some gatherings, notably at a private venue in Quebec City rather than at the Centre des congrès.
- [100] After analysis, the Court concludes that the unilateral termination of the rental agreement for the Centre des congrès infringes the Plaintiff's freedom of expression. Here is why.
- [101] In order to determine whether the SCCQ's decision infringes the Plaintiff's freedom of expression, a freedom guaranteed by section 2(b) of the Charter, the Court applies the

²⁴Website of the Revival Reformation Alliance.

²⁵*Montréal (City) v. 2952-1366 Québec Inc.* (S.C.C., 2005-11-03), 2005 SCC 62, SOQUIJ AZ-50340637, J.E. 2005-2012, [2005] 3 S.C.R. 141.

²⁶*Doré v. Barreau du Québec* (S.C.C., 2012-03-22), 2012 SCC 12, SOQUIJ AZ-50841558, 2012EXP-1231, [2012] 1 S.C.R. 395.

analytical framework adopted in *Ville de Montréal and Greater Vancouver Transportation Authority v. Canadian Federation of Students*²⁷.

[102] This analytical framework requires answering the following three questions:

- i. Does the intended expressive content justify *prima facie* protection under section 2(b) of the Charter?
- ii. If so, does the method or location of the expression have the effect of removing that protection?
- iii. If the expressive activity is protected by section 2(b), does the government action in question infringe that protection?

[103] Let us consider each in turn.

– Does the intended expressive content justify *prima facie* protection under section 2(b) of the Charter?

[104] The event was intended to be a prayer gathering whose main objective was reconciliation, fellowship, and forgiveness between English- and French-speaking peoples, transcending partisan politics.²⁸

[105] The advertisements drawn from social media show that the activity sought to convey, through certain beliefs held by HMI, including the promotion of anti-abortion views, a message promoting harmony between Canada's founding peoples.²⁹

[106] There is, quite clearly, expressive content here that, on its face, justifies protection under section 2(b) of the CCRF.

– Does the method or location of the expression have the effect of removing that protection?

[107] The Court must determine whether the method or location of expression has the effect of removing the protection of section 2(b) of the CCRF.

[108] Section 3 of the Act respecting the Société du Centre des congrès de Québec provides that the SCCQ is a mandatary of the State and that its property forms part of the State's domain. It is not disputed that the SCCQ is a government entity subject to the QCHRF and the CCRF.

[109] The SCCQ's purpose is to administer and operate the Centre des congrès de Québec, which is primarily dedicated to holding conventions, trade shows, or exhibitions of various kinds.

²⁷*Greater Vancouver Transportation Authority v. Canadian Federation of Students — British Columbia Component* (S.C.C., 2009-07-10), 2009 SCC 31, SOQUIJ AZ-50564826, J.E. 2009-1320, [2009] 2 S.C.R. 295.

²⁸According to the testimony of Mr. Arthur Lucier.

²⁹See Exhibit P-8: Advertisements for the Plaintiff's event.

- [110] A convention centre is a place of public assembly and expression created to foster the sharing and transmission of ideas and knowledge, democratic debate, the pursuit of truth, and personal fulfillment for a broad audience.
- [111] It is a place that offers a public forum and, consequently, is compatible with and promotes the values underlying section 2(b) of the CCRF.
- [112] The Court concludes that the expressive activity in question, namely the holding of a gathering at the Centre des congrès, benefits from the protection provided under this section.

– If the expressive activity is protected by section 2(b), does the government action in question infringe that protection?

- [113] Lastly, the question arises whether the government action in question, namely the unilateral termination of the rental agreement, infringes the protected right.
- [114] The evidence clearly establishes that the termination of the contract was intended to prevent the holding of an event initiated by an organization espousing anti-abortion views. It is worth noting that the decision to terminate the agreement came barely twenty days before the event, which was scheduled to run for 10 days.
- [115] Minister Proulx testified unequivocally that her decision to direct the SCCQ to terminate the agreement entered into with the Plaintiff was based on her conviction that the anti-abortion position conveyed by the Plaintiff, and its published writings on the subject, were at odds with the fundamental values of Quebec society, and on her firm resolve to exclude the expression of such an opinion from a public venue under her authority.
- [116] In acting as they did, the Defendants restricted the Plaintiff's ability to organize a large-scale event and, consequently, foreclosed the Plaintiff's ability to express an opinion or spread a message in a public place, on the grounds that this message was false, out of step with the majority opinion of the Quebec population, and contrary to its fundamental values.
- [117] They interfered with both the form of expression, so as to control the dissemination of and access to the Plaintiff's message, and its content³⁰. This constitutes a serious violation of the Plaintiff's freedom of expression.
- [118] It bears recalling that, to explain this decision, the Minister publicly stated the following:

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

³⁰Irwin Toy Ltd. v. Quebec (Attorney General), (S.C.C., 1989-04-27), SOQUIJ AZ-89111052, J.E. 89-772, [1989] 1 S.C.R. 927.

“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 being held are consistent with Quebec’s fundamental principles. There has never been an issue up until now. There hasn’t been this kind of intervention needed on the Minister’s part to redirect the message [...]”

(Emphasis added by the Court)

- [119] It follows that the Defendants’ decision infringes the Plaintiff’s freedom of expression.
- [120] The Court notes that it would reach the same conclusion if it had analyzed the case using the reasonableness test, as suggested by the AGQ, that is, by balancing, on the one hand, the government’s pressing and substantial objectives and, on the other, the degree of infringement of the right protected by the CCRF.
- [121] The AGQ is of the view that the case must be analyzed according to the framework established by the Supreme Court in *Doré* and that the Minister’s decision was reasonable, since the State has the power to ensure that an event held at the SCCQ is compatible with its enabling legislation, and in that sense the decision deserves deference, as it falls within a range of possible, acceptable outcomes in the circumstances.
- [122] Contrary to the AGQ’s submission, the test from *Doré* does not apply here. The Minister’s decision is not based on any legislative mandate or rule of law permitting the restriction of the Plaintiff’s guaranteed rights and warranting the proposed balancing exercise.
- [123] To justify her intervention, the Minister said she drew on section 40 of the Act respecting the governance of state-owned enterprises³¹, which provides that a minister may issue directives on the orientation and general objectives a corporation is to pursue.
- [124] However, the evidence shows that no specific directive, policy, or mandatory standard, sufficiently accessible and precise, existed to govern the nature or content of conventions, meetings, or gatherings held at the Centre des congrès.
- [125] This provision, being general in nature, does not in itself constitute a rule of law.
- [126] The AGQ adds that freedom of expression also protects the right not to express oneself, or, more generally, the right not to be associated with particular discourse. It explains that the Minister’s decision took into account the fact that a woman’s autonomy over her body and her freedom of choice are rights protected by section 7 of the CCRF.
- [127] With respect, this argument is of no assistance for the simple reason that freedom of expression, which does indeed include the right not to be associated with particular

³¹Act respecting the governance of state-owned enterprises, CQLR, c. G-1.02.

discourse, is an individual right that cannot be invoked by the State or its agents in the exercise of their functions³².

- [128] Notwithstanding the foregoing, and solely for the purposes of applying the Doré test, the Court in any event concludes that the Minister's decision restricting the Plaintiff's freedom of expression is unreasonable.
- [129] Beyond the fact that the decision is not grounded in any legislative provision, the Defendants fail to establish that it was made to achieve a pressing and substantial objective and that it was proportionate to that objective — that is, that there was a rational connection to it and that it constituted a minimal impairment of the Plaintiff's freedom of expression.
- [130] The evidence shows that the Minister terminated the rental agreement in order to prevent the harmful effects of anti-abortion discourse on women's freedom of choice.
- [131] Preventing a message that displeases the Minister, or that creates deep discomfort for the government, from being conveyed in the public sphere does not constitute a pressing and substantial objective justifying a limitation on freedom of expression. In the absence of a rule of law that is otherwise justifiable under section 1 of the CCRF, access to or use of public spaces cannot be made contingent on whether the user subscribes to a particular discourse.
- [132] This decision cannot be justified in a free and democratic society.³³
- [133] It bears recalling that the decision to prevent the gathering from being held is in direct contradiction with the mandate of the Centre des congrès and the SCCQ's objectives, and that the Minister has not demonstrated any rational connection, beyond her personal conviction, between this decision and the objective of protecting women's freedom of choice.
- [134] The Minister's decision to terminate the rental agreement infringes the Plaintiff's freedom of expression. This decision, made in the absence of a sufficiently precise and accessible rule of law, cannot be justified under section 1 of the CCRF.

Freedom of religion, freedom of peaceful assembly, and the right to equality without discrimination

- [135] The Plaintiff argues that the Minister's decision to unilaterally terminate the rental agreement and, as a result, to prevent the gathering that was to be held at the Centre des

³²Cosgrove v. Canadian Judicial Council (F.C., 2005-10-26), 2005 FC 1454, SOQUIJ AZ-50377174, [2006] 1 F.C.R. 327.

³³R. v. Oakes, [1986] 1 S.C.R. 103.

congrès de Québec, also constitutes an infringement of its guaranteed rights to freedom of religion, freedom of peaceful assembly, and equality without discrimination.

- [136] It is well established that the right to freedom of expression applies to legal persons. The question arises, however, whether a legal person has standing to assert and claim the rights to freedom of religion, freedom of peaceful assembly, and protection against discrimination in the same manner as a natural person.
- [137] HMI contends that it has standing to assert and claim each of the aforementioned rights. Its position is supported by the submissions of the Intervener Alliance des Chrétiens en Droit and the Co-Intervenors.
- [138] For their part, while acknowledging that the right to freedom of expression applies to legal persons, the Defendants dispute that legal persons can hold and invoke the rights to freedom of religion, freedom of peaceful assembly, and protection against discrimination, which they argue are, by their very nature, the exclusive preserve of natural persons.
- [139] That said, the AGQ argues that the facts and circumstances of this case primarily raise only issues relating to freedom of expression, and that they provide no basis, other than in a very ancillary way, to support allegations of infringement of freedom of religion, freedom of peaceful assembly, or protection against discrimination.
- [140] In any event, it points out that the Plaintiff's claims regarding each of the alleged infringements arise from the same context, the facts of which are largely indistinguishable. In this sense, the AGQ is of the view that analyzing the case from the standpoint of freedom of expression is sufficient and allows the Court to resolve the dispute as a whole, since the claims relating to freedom of religion, freedom of peaceful assembly, and protection against discrimination are, in essence, subsumed within the first.
- [141] The Court shares this view.
- [142] The Plaintiff's claims concerning the alleged infringements of freedom of religion, freedom of peaceful assembly, and the right to equality without discrimination rest on the same context, the facts of which are largely indistinguishable. Thus, since the Court concludes that the Plaintiff's freedom of expression was infringed by the Minister's decision, it is unnecessary to examine, one by one, the other claims based on section 2 of the CCRF.
- [143] The case law teaches that there is an overlap among the protections conferred by section 2 of the CCRF where the facts underlying claims relating to the various protections of that section are largely indistinguishable. In such a case, one of the rights claimed may be considered to encompass the others, making it unnecessary to examine the other claims based on section 2.

- [144] In *Grandel v. Government of Saskatchewan*³⁴, the Saskatchewan Court of Appeal addressed this issue as follows: 2024 SKCA 53 (AGQ Tab 38)

[72] Therefore, while I would not preclude the possibility that, in a different factual matrix, a separate analysis of each alleged Charter violation may be appropriate, I find that a separate analysis was not required on the facts of this case. Given the present circumstances, I would adopt Sossin J.A.'s reasoning on this point in Ontario Churches CA in its entirety. The protest gatherings that were at the heart of the appellants' application had expressive, collective and associative value.

All three of those rights were potentially affected by the same gathering limit in the PHO-10s. the Government conceded that the 10-person gathering limit violated the appellants' right to freedom of expression. In these circumstances, there was no need for the Chambers judge to have conducted separate analyses of the appellants' claims of violations of their rights under ss. 2(c) and (d) because the factual matrix underpinning the claimed violations of those rights was largely indistinguishable from that which underpinned their claim under s. 2(b). Moreover, as I will discuss in the next section of the analysis, the deleterious effects of the PHO-10s on the appellants' other s. 2 rights were all properly considered by the Chambers judge under the s. 1 analysis.

- [145] Although the Plaintiff's rights to freedom of religion, freedom of peaceful assembly, and its right to equality may well have been restricted by the Minister's decision, just as its right to freedom of expression was, it is therefore unnecessary, in order to resolve this dispute, to conduct a specific analysis of each of the Plaintiff's other claims, or to answer the question — however interesting — of whether a legal person, like a natural person, may hold and assert these rights.

If there is an infringement (whether intentional or not), what is the appropriate remedy in the circumstances?

- [146] Alleging serious and intentional infringements of its fundamental rights, the Plaintiff claims punitive damages in the amount of \$50,000, broken down as follows:

i)	Hon. Caroline Proulx:
	\$45,000.00;
ii)	SCCQ:
	\$5,000.00;

- [147] The right to punitive damages is codified in articles 1621 C.C.Q., 49 of the QCHRF, and 24(1) of the CCRF.

³⁴*Grandel v. Government of Saskatchewan* (Sask. C.A., 2024-05-15), 2024 SKCA 53, SOQUIJ AZ-52036287.

[148] Punitive damages may be awarded where there is proof of “unlawful and intentional interference” with a right or freedom recognized by the Charters.

[149] Punitive damages are distinct from compensatory damages. They may be awarded where compensatory damages are insufficient to prevent the repetition of the wrongful act, or where it is useful to express the Court’s disapproval of conduct by a party that is “so malicious, oppressive and high-handed that it offends the court’s sense of decency.”

[150] It is well established that punitive damages serve to punish in order to prevent.

[151] Article 1621 C.C.Q. sets out the criteria the Court must consider in determining the amount of punitive damages to be awarded, where applicable. It reads as follows:

“1621. Where the awarding of punitive damages is provided for by law, the amount of such damages may not exceed what is sufficient to fulfil their preventive purpose.

Punitive damages are assessed in the light of all the appropriate circumstances, in particular the gravity of the debtor’s fault, his patrimonial situation, the extent of the reparation for which he is already liable to the creditor and, where such is the case, the fact that the payment of the damages is wholly or partly assumed by a third person.”

[152] In Québec (Public Curator) v. Syndicat national des employés de l’hôpital St-Ferdinand³⁵, the Supreme Court defined what constitutes unlawful and intentional interference as follows:

“121. It follows that unlawful and intentional interference within the meaning of the second paragraph of section 49 of the Charter will occur where the person responsible for the unlawful interference has a state of mind that denotes a desire or intent to cause the consequences of his or her wrongful conduct, or where that person acts with full knowledge of the immediate and natural, or at least extremely probable, consequences that such conduct will cause. This standard is less stringent than specific intent, but it is more than mere negligence. Thus, the recklessness of a person as to the consequences of his or her wrongful acts, however wanton or reckless, will not by itself satisfy this criterion.”

[153] The foregoing findings demonstrate the unlawful nature of the Defendants’ decision.

[154] What of the intentional nature of this decision?

³⁵Québec (Public Curator) v. Syndicat national des employés de l'hôpital St-Ferdinand (CSN), (S.C., 1986-01-10), SOQUIJ AZ-50829065.

- [155] At the outset, the Court cannot conclude that the SCCQ acted intentionally in this matter, having implemented the decision to terminate the rental agreement only pursuant to clear directives from its superior authorities.
- [156] The evidence, however, supports a finding that the infringement of the Plaintiff's freedom of expression resulting from Minister Proulx's decision was intentional.
- [157] By wrongfully terminating the rental agreement in order to prevent the dissemination of a message she considered contrary to the fundamental values of the Quebec State, just days before the event, with no legislative or regulatory authority whatsoever, the Minister acted arbitrarily and with full knowledge of the immediate, or at least extremely probable, consequences that this decision would have for the Plaintiff.
- [158] Her interference in the SCCQ's decision-making process, motivated by considerations that were essentially political in nature, and her contemporaneous public statements, grounded in personal convictions that the Plaintiff's expression of anti-abortion opinion had no place in a public venue owned by the State, demonstrate an intent to infringe the Plaintiff's freedom of expression and to cause the foreseeable consequences flowing from that decision.
- [159] The Minister confirmed this, moreover, by directing the SCCQ's representatives to offer no assistance to the Plaintiff in relocating the event, and by declaring loudly and clearly that, should the same situation arise again, she would not hesitate to make the same decision.
- [160] The Defendant knew, or could not have been unaware, of the serious and significant consequences for the Plaintiff of the last-minute decision to terminate the rental agreement, and that it constituted a significant obstacle to its freedom of expression.
- [161] Taking into account the infringement of the Plaintiff's freedom of expression, the arbitrary nature of the decision, the gravity of the fault, the award of compensatory damages in connection with the wrongful termination of the agreement, and the preventive and deterrent function of punitive damages, the Court orders Minister Proulx to pay the Plaintiff \$30,000 in punitive damages.
- [162] This is a fitting and just award in the circumstances.

FOR THESE REASONS, THE COURT:

- [163] PARTIALLY GRANTS the Plaintiff's originating application;
- [164] ORDERS the Defendants, the Honourable Caroline Proulx, Minister of Tourism, the Société du Centre des congrès de Québec, and the Attorney General of Québec, solidarily, to pay the Plaintiff the sum of \$30,636.92, with legal interest and the additional indemnity

provided for in article 1619 of the Civil Code of Québec, from the date of service of the originating application;

And as between the Defendants only:

[165] DETERMINES that the Defendant, the Honourable Caroline Proulx, Minister of Tourism (Attorney General of Québec), shall bear 100% of the above-noted award;

[166] ORDERS the Defendant, the Honourable Caroline Proulx, Minister of Tourism (Attorney General of Québec), to pay the Plaintiff the sum of \$30,000 in punitive damages;

[167] WITH legal costs.

ALAIN TRUDEL, J.S.C.

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Hearing dates: February 23 and 24, 2026