

IN THE COURT OF KING'S BENCH OF NEW BRUNSWICK

TRIAL DIVISION

JUDICIAL DISTRICT OF MONCTON

BETWEEN:

**BURN 24/7 CANADA WORSHIP
MINISTRIES SOCIETY**

Plaintiff,

-and-

**THE CORPORATION OF THE CITY OF
MONCTON**

Defendant.



STATEMENT OF DEFENCE

(FORM 27A)

1. The Defendant admits to the allegations contained in paragraphs 3, 8, 20, 25 and 35 of the Plaintiff's Statement of Claim.
2. The Defendant has no knowledge of the allegations contained in paragraphs 2, 4, 5, 6, 9, 17, 24, 26, 27, 28, 29, and 30 of the Statement of Claim, and holds the Plaintiff to the strict proof thereof.
3. The Defendant denies the allegations contained in paragraphs 1, 7, 10, 11, 12, 13, 14, 15, 16, 18, 19, 21, 22, 23, 31, 32, 33, and 34 of the Statement of Claim.
4. With respect to paragraph 1 of the Statement of Claim, the Defendant denies that the Plaintiff is entitled to any relief and holds it to the strict proof thereof. The Defendant also denies that no costs should be awarded to or against either party, regardless of the outcome.

5. With respect to paragraph 2 of the Statement of Claim, the Defendant has no knowledge of the Plaintiff's structure, central focus, or manner in pursuing its stated goal. The Defendant challenges the Plaintiff's capacity to bring an Action.
6. With respect to paragraph 7 of the Statement of Claim, the Defendant denies that it communicated with Burn 24/7 Canada. The Defendant was contacted by Maggie Lang, who was not disclosed to be an agent, officer, or director of the Plaintiff.
7. With respect to paragraph 11 of the Statement of Claim, the Defendant denies that the application was submitted by Burn 24/7 Canada. The primary contact was Maggie Lang, who was not disclosed to be an officer, agent, or director of the Plaintiff.
8. With respect to paragraph 14 of the Statement of Claim, the Defendant clarifies that the decision to cancel the booking was made on July 23, 2025.
9. With respect to paragraph 16 of the Statement of Claim, the Defendant states that its safety concerns arose from the potential interaction between attendees and individuals opposed to the Event, Sean Feucht, or both. The Defendant was also concerned about the safety of the public. Given the central location of the Riverfront Park, those around, including children, would have no choice but to be subjected to a potentially unsafe environment.
10. With respect to paragraph 17 of the Statement of Claim, the Defendant has no knowledge of whether the Plaintiff had a security plan in place and whether the security plan would be sufficient. The Defendant holds the Plaintiff to the strict proof thereof.
11. With respect to paragraph 21 of the Statement of Claim, the Defendant states that it had a duty to ensure public safety and to respond proportionately. The Defendant states that its response was proportionate to the safety concerns.

12. With respect to paragraph 31 of the Statement of Claim, the Defendant again denies that it has breached section 2(b) of the *Charter*. The Defendant further denies that damages are warranted for compensation, vindication, or deterrence.

13. With respect to paragraph 32 of the Statement of Claim, the Defendant again denies that the Plaintiff is entitled to any damages. The Defendant also denies that considerations of good governance, alternative remedies, or other countervailing factors are unavailable in answer to the claim for damages.

14. As to the whole of the Statement of Claim, the Defendant submits:

Material Facts

- a. On April 4, 2025, Maggie Lang submitted an application to book Victoria Park for the Event Let Us Worship: Revive in 25. The application projected attendance of 2000 people. The tentative program of activities included:
 - i. *This is a Free, Public, Live, Christian music event with a live band. Bringing together churches from different communities in the area to pray for the city and region. There will be leaders from local churches and ministries coming together in unity to pray and then lots of music and celebration. There will be tanks of water for anyone who would like to be baptized. It's about bringing the community together.*
- b. The application was submitted by Maggie Lang, who was identified as the primary contact. Her email address did not identify her as being a part of Burn 24/7 Canada. Her phone number was a New Brunswick number.
- c. The secondary contact was listed as Nichola Shilton, who did have a Burn 24/7 Canada email address and a British Columbia phone number. The Defendant was never in contact with Nichola Shilton.

- d. On April 11, 2025, Ms. Lang submitted a second application for Riverfront Park and indicated that it would be the preferred location. The April 11, 2025 application contained the same projected attendance, tentative program of activities, and contact information as the April 4 application.
- e. The City makes both locations available for private events, provided that the use complies with the City's Code of Conduct in City Facilities. The City provides only the use of the location and no other services.
- f. Neither application disclosed that Sean Feucht would be featured at the Event. His involvement was not disclosed by Ms. Lang until July 23, 2025.
- g. Throughout the following months, Ms. Lang was in communication with Emma Spataro, a Community Event Development Coordinator, regarding the booking.
- h. On July 22, 2025, the Defendant received communications from members of the public, expressing opposition to the Event and Sean Feucht, and indicating an intention to organize counter-protests.
- i. The Defendant became aware of social media posts made by Sean Feucht that included homophobic and transphobic content as well as threats.
- j. The Defendant also became aware that Sean Feucht's "security team" included members of the Proud Boys.
- k. Internal communications occurred between the Defendant's Legal, Events, and Community Safety Departments, as well as the RCMP, discussing the safety of the Event and whether adequate precautions could be put in place on such short notice.
- l. In assessing the Event, the Defendant considered the applicable *Charter* rights, including section 2(b).

- m. On or about July 23, 2025, the Defendant learned that Parks Canada had revoked the booking in Halifax.
- n. On July 23, 2025, Isabelle LeBlanc, the Defendant's General Manager of Community Services, emailed Ms. Lang to inform her that the booking had been revoked for the following reasons:
 - i. Following a thorough review, the event was found to be non-compliant with the City's Code of Conduct in City Facilities;
 - ii. In addition, due to evolving safety and security considerations, including confirmation of planned protests, the City has determined that the event poses potential risks to the safety and security of community members, event attendees, and organizers.
- o. The Defendant issued a public statement regarding the cancellation, citing the same concerns.
- p. Following the cancellation of the booking, the Defendant received communications from members of the public expressing dissatisfaction with the cancellation.
- q. The purpose of the cancellation was to ensure public safety and to prevent anticipated hate speech.
- r. In the alternative to paragraph 12, the Defendant acknowledges that the effect of the cancellation was a limitation on section 2(b) of the Charter, but maintains that the limitation was justified.
- s. The Defendant pleads that there is no basis to award Charter damages and that any such damages would be contrary to the demands of good governance.

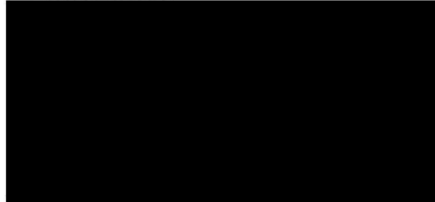
Improper Form of Proceeding

- t. Given that the Plaintiff asks the Court to review the Defendant's administrative decision, and declare that it breached the Plaintiff's *Charter* rights, the Defendant pleads that the Plaintiff was required to proceed by way of an Application for Judicial Review.
 - u. The Defendant pleads that the Plaintiff cannot avoid the time limit applicable to an Application for Judicial Review under Rule 69 of the *New Brunswick Rules of Court* by proceeding by way of an action.
15. The Defendant requests that this matter be dismissed with costs payable by the Plaintiff.
16. The Defendant intends to proceed in the English language.

DATED at Fredericton, New Brunswick, this 21st day of September 2026.



Joël Michaud, K.C.
Destiny Grant
Pink Larkin



Counsel for the Defendant