

Translated from the original French

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF QUEBEC

No.: 200-17-035129-238

DATE : July 31, 2026

PRESIDING: THE HONORABLE 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 QUEBEC
Defendants

and
EVANGELICAL FELLOWSHIP OF CANADA
and
RÉSEAU ÉVANGÉLIQUE DU QUÉBEC
and
CANADIAN CENTRE FOR CHRISTIAN CHARITIES
Co-intervenors
and
CHRISTIAN LEGAL FELLOWSHIP
Intervenor

JUDGMENT

OVERVIEW

[1] Did the defendants' decision on June 2, 2023, to resiliate the rental agreement between the plaintiff and the Société du centre des congrès de Québec ("**SCCQ**") for an event entitled "Faith, Fire, Freedom" to be held from June 22 to July 2, 2023, interfere with or violate the plaintiff's fundamental rights and freedoms?

[2] If so, was this interference or violation intentional? Is a remedy warranted?

[3] These are the main issues raised in this dispute.

BACKGROUND

[4] The facts of this case are relatively simple and can 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 the British Columbia *Societies Act*¹ and registered as a charity with the Canada Revenue Agency.

[7] Article 2 of the constitution of the society lists its purposes as follows:²

1. To glorify God in all that we are and do, and to give Him whole-hearted, spirit-filled worship according to the Scriptures.
2. To use all means given in the Scripture to maintain the spiritual welfare of, and to raise to full maturity in Christ, all those God joins to our church family.
3. To fulfill, in all the world, the Great Commission God gave to His Church, in Matthew 28:19,20 and Luke 24:46,47.
4. To extend the Kingdom of God in, and to, all spheres of life.
5. To support, work with, pray for, and bless the Christian Community at large, according to the principles of God's Word.
6. To teach sound doctrine that results in Christ-like holy living.
7. To provide Christian education by carrying on daily daytime and evening academic and religious instruction, from Monday to Friday and on weekends; including pre-school, kindergarten, primary, intermediate, secondary and post-secondary education, both in the Church facilities, and in homes.

¹ SBC 2015, c. 18.

² Verbatim excerpt from the purposes set out in the society's constitution and corporate documents filed as Exhibit P-7.

8. To serve the Church and the community with acts and ministries of Christian service and charity, according to the teachings of the Word of God.

[8] On January 31 and February 2, 2023, HMI and the SCCQ ratified an agreement³ to rent the facilities at the Centre des congrès de Québec for the purpose of holding a 10-day event between June 22 and July 2, 2023, known as the Faith, Fire, Freedom Rally/*Rallye Foi, Feu, Liberté*, where a crowd of 1,200 attendees a day were expected.

[9] The gathering was described as the culminating event in a series of meetings organized by the plaintiff in various Quebec cities as part of a movement called “Battle for Canada”. The main purpose of the gathering at the Centre des congrès in the city of Québec was to bring together the two founding peoples of Canada.

[10] The choice of dates for the event, which included both the Quebec National Holiday and Canada Day, and the proximity of the event to the Plains of Abraham, a site steeped in history, were not insignificant.

[11] The plaintiff advertised the event on social media using various slogans, including “Prepare the Way”, “Battle for Canada”, and “National Prayer Strike Gathering”.⁴ The ads urged interested persons to visit and register on the “battleforcanada.com” and “rra.ca” websites.⁵ The invitation was intended for members of the plaintiff organization and any other interested persons.

[12] Late in the afternoon on May 31, 2023, journalist Sébastien Bovet, parliamentary bureau chief for Radio-Canada in the city of Québec, sent an email to Brigitte Roussy, press attaché for Minister of Tourism Caroline Proulx. Bovet was seeking the minister’s reaction to the fact that the Faith, Fire, Freedom Rally would be held at the Centre des Congrès du Québec.

[13] His email⁶ reads essentially as follows:

[TRANSLATION]

Hi Brigitte, I hope you’re doing well.

From June 23 to July 2, there will be an event taking place at the Centre des congrès de Québec called the “Faith, Fire, Freedom Rally”.

Website of the event: <https://www.battleforcanada.com/>

The event appears to be organized by an organization called “Canadian Firewall”.
Website: <https://www.canadianfirewall.ca/>

³ See Exhibit P-1, “Rental agreement – file 01470-01”.

⁴ See Exhibit P-8.

⁵ Website of the Revival Reformation Alliance.

⁶ Exhibit PGQ-2.

According to the info on the website, this is an evangelical anti-abortion group that denounces laws that go against the word of God, family, and sex. Anyway, you get the idea.

The Centre des congrès states essentially that it rents out halls and that it does not deal with content.

I would like to know what the minister's reaction is to this type of event and whether she is comfortable with it taking place.

Thank you.

[14] The question was asked of Minister Proulx in her capacity as Minister responsible for the Société du Centre des congrès de Québec.⁷

[15] The journalist's email was forwarded to Marie-Christine Filion, the minister's chief of staff, who immediately relayed the question to the office of the premier, to the Minister Responsible for the Status of Women, and to Pierre-Michel Bouchard, president and chief executive officer of the Centre des congrès.

[16] Minister Proulx was informed of journalist Bove's request when she arrived at her office the next morning, June 1, 2023, at around 7 a.m.

[17] She and her chief of staff looked at the website of HMI, which the minister had never heard of before.

[18] On the first page of the website she viewed, one piece of information drew her attention.⁸ It read as follows:

[TRANSLATION]

Ending abortion

In 1969, the government of Pierre Trudeau legalized abortion in Canada. Initially, there were regulations about when pregnancies could be terminated, but in 1968, the abortion law was struck down as "unconstitutional", leaving Canada without legislation and permitting abortions up to term. This measure, which has led to 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 to end abortion in Canada!

[19] Outraged by the content of the message, which she considered false and contrary to the fundamental values of Quebec, the minister decided to terminate the rental agreement between the SCCQ and HMI for the upcoming event.

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

⁸ Exhibit PGQ-3. The minister testified that the web page viewed on June 1, 2023, was not identical to the one filed as Exhibit PGQ-3, but that it contained substantially the same message, and this is not contradicted by the evidence.

[20] Minister Proulx and her chief of staff contacted the CEOs of the Société du Parc Olympique, the Centre des congrès de Québec, and the Palais des congrès de Montréal to ask whether there were directives setting out specific criteria for the rental of public facilities under the authority of state-owned enterprises and whether those enterprises had ever refused to rent out their spaces due specifically to a conflict of values.

[21] The minister spoke in particular with Michel Labrecque from the Société du Parc Olympique, who informed her that no specific directive existed in this respect but that he had refused to enter into a contract with an organization whose message he believed was disrespectful toward women.

[22] Satisfied with the information she had obtained, the minister decided to resiliate the rental agreement. She immediately ordered her chief of staff to implement her decision, which was shared with the office of the Minister Responsible for the Status of Women and then authorized by the premier's office.

[23] That same day, at 2:41 p.m., Fillion wrote Pierre-Michel Bouchard, president and chief executive officer of the Centre des congrès, to inform him of the minister's decision, as follows:⁹

[TRANSLATION]

Hello,

We would like the event to be cancelled.

We firmly believe in freedom of expression, but also in freedom of choice.

We are profoundly uncomfortable with a public enterprise hosting this event. Nothing prevents them from holding their event somewhere else, at a private venue.

Thank you very much.

Marie-Christine Fillion

Chief of Staff

[24] Journalist Boveé was then informed of the minister's position and the reasons for cancelling the rental agreement with HMI, and the media published the news immediately.

[25] On June 2, 2023, Bouchard informed HMI that the event could not be held at the Centre des congrès. He stated in particular that his organization was under the responsibility of government authorities and that after discussions with those in charge, it had been decided that the event should be held elsewhere, at a private venue in the city

⁹ Exhibit PGQ-4.

of Québec. He confirmed that the deposit made with the reservation would be refunded promptly.

[26] It is useful to reproduce the email setting out the reasons for resiliating the contract. The substance of the message 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.

We trust that you will inform all already registered participants and delete all references to our facility on your website and other advertising material.¹⁰

[27] Later that day, during an informal press gathering¹¹ held with the Honourable Martine Biron, Minister Responsible for the Status of Women, Minister Proulx made a public statement on the subject. She told the journalists that she had informed the 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 in their facilities.

[28] She specifically said the following:

[TRANSLATION]

It goes 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 the fundamental principles of Quebec. ... Our CEOs are smart enough, and when they have doubts, they call the government department ... to make sure that the events align with the fundamental principles of Quebec. There have never been any issues until now. This type of intervention by the minister to reframe the message has never had to happen before.

[29] Minister Biron, in strong agreement, said the following:

[TRANSLATION]

¹⁰ Exhibit PGQ-5.

¹¹ Commonly referred to as a media scrum.

We are a resolutely pro-choice government. I thank Caroline for her vigilance and her promptness in taking action. ... This will not prevent the organization from finding a private space if it wants to. Yes, freedom of expression, I'm all for it, but the government has principles and we have decided to act according to them.

[30] Arthur Lucier testified that he learned of the resiliation of the rental agreement through the media on June 2, 2023.

[31] On June 5, 2023, HMI's counsel gave the defendants formal notice to comply with their obligations under the rental agreement entered into in February 2023, alleging that the decision was abusive and discriminatory and that it infringed their client's fundamental freedoms of expression and religion.

[32] This formal notice went unheeded.

[33] Consequently, the plaintiffs' representatives redoubled their efforts to relocate the event to a privately owned venue in the city of Québec, but they had little success.

[34] On June 13, 2023, the plaintiff had to advertise the cancellation of the event. Nevertheless, nearly 200 people gathered in another facility in the city of Québec and took part in prayer meetings and gatherings on the Plains of Abraham.

[35] Against this backdrop, the plaintiff filed an originating application in damages against the defendants in August 2023.

[36] It seeks a declaration from the Court that, through their actions, the defendants infringed their rights to freedom of expression, freedom of religion, freedom of opinion, freedom of peaceful assembly, and freedom from discrimination on the grounds of religion or political opinion.

[37] Its claim for damages can be broken 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:	<u>\$80,636.92</u>

ISSUES

[38] The dispute raises the following issues.

- Did the Minister of Tourism and/or the SCCQ commit a fault in resiliating the lease? If so, what damage was suffered by HMI in connection with the resiliation of the lease?

- Did the Minister of Tourism and/or the SCCQ interfere with the fundamental rights and freedoms of HMI?
 - (a) Freedom of expression and opinion;¹²
 - (b) Freedom of peaceful assembly;¹³
 - (c) Freedom of religion;¹⁴
 - (d) Right to equality without discrimination based on religion or political convictions;¹⁵
- If there is interference (intentional or not), what is the appropriate remedy in the circumstances?

ANALYSIS AND DECISION

[39] The Court's answers to the issues raised in this dispute are as follows.

Did the Minister of Tourism and/or the SCCQ commit a fault in resiliating the lease? If so, what damage was suffered by HMI in connection with the resiliation of the lease?

The SCCQ's contractual liability

[40] The plaintiff and the SCCQ are bound by a contract of lease as defined in articles 1851 and following of the *Civil Code of Québec*.

[41] In an email dated June 2, 2023, the SCCQ informed the plaintiff that it was terminating the rental agreement. It noted that this decision was based on two grounds.

[42] First, it referred to the fact that Mr. Lucier allegedly physically assaulted one of its representatives in April of that year.

[43] Next, the SCCQ stated that it is a mandatary of the state and that, following a discussion with those in charge, it had been agreed that the event should be held elsewhere, at a private venue in the city of Québec.

[44] The SCCQ does not place much emphasis on its first ground. The supporting evidence it presented in this respect provides little detail and is not persuasive.

[45] What about the second ground?

[46] On June 2, 2023, the SCCQ confirmed that it was unilaterally resiliating the rental agreement with the plaintiff and that it would not comply with its obligations toward it.

¹² Section 3 of the *Quebec Charter*, paragraph 2(b) of the *Canadian Charter*.

¹³ Section 3 of the *Quebec Charter*, paragraph 2(c) of the *Canadian Charter*.

¹⁴ Section 3 of the *Quebec Charter*, paragraph 2(a) of the *Canadian Charter*.

¹⁵ Sections 10, 12, 13, and 15 of the *Quebec Charter* and section 15 of the *Canadian Charter*.

[47] In so doing, it became contractually liable.

[48] Article 1863 of the *Civil Code of Québec* reads as follows:

1863. The nonperformance of an obligation by one of the parties entitles the other party to apply for, in addition to damages, specific performance of the obligation in cases which admit of it. He may apply for the rescission of the lease where the nonperformance causes serious injury to him or, in the case of the lease of an immovable, to the other occupants.

The nonperformance also entitles the lessee to apply for a reduction of rent, where the court grants it, the lessor, upon remedying his default, is nonetheless entitled to the re-establishment of the rent for the future.

[49] It is useful here to note that the rental agreement contains no clause allowing the lessor to unilaterally terminate the lease, other than in the usual cases of failure to pay, failure of the lessee to comply with its obligations under the lease, insolvency, or superior force, which do not apply in this case.

[50] The SCCQ does not allege any breach by the plaintiff of its obligations or any serious injury justifying the rescission of the rental agreement in support of its decision.

[51] In fact, the SCCQ argues that it did not actually make the decision to rescind the rental agreement and merely raises its status as a mandatary of the state. It quite simply ascribes responsibility for this decision to the Minister of Tourism, Caroline Proulx, who is responsible for the SCCQ in accordance with the *Act respecting the Société du Centre des congrès de Québec*¹⁶ (“the Act”).

[52] This assertion is of no assistance to the defendant with respect to the claim of HMI, with whom it had duly signed a rental agreement for its facilities at the Centre des congrès de Québec.

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

[54] HMI is thus well founded in raising SCCQ's nonperformance of its obligations toward it, and more particularly the fundamental obligation of providing it with peaceable enjoyment of the leased premises. HMI is also justified in seeking compensation for the damage incurred that is a direct consequence of the rescission of the rental agreement.

Minister Proulx's extracontractual liability

[55] HMI alleges that the defendant Caroline Proulx committed an extracontractual fault and asks that she be condemned *in solidum* for the damages.

¹⁶ *Act 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, and did so knowingly, with the aim of compelling it to breach the rental agreement binding the SCCQ to the plaintiff, and that she did so without legal justification or legislative or regulatory authority.

[57] Because there was no statutory rule underlying the minister's spontaneous intervention, the plaintiff argues that it was wrongful, an abuse of right, and arbitrary, and that the minister has incurred extracontractual civil liability.

[58] The plaintiff's action is based on article 1457 of the *Civil Code of Québec*. That provision states:

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 liable for any injury he causes to another by such fault and is bound to make reparation for the injury, whether it be bodily, moral or material in nature.

He is also bound, in certain cases, to make 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 being responsible for the administration of the *Act*,¹⁷ Minister Proulx argues that her intervention with the SCCQ resulted from a balancing of various legitimate interests and values of Québec, such as freedom of expression on the one hand, and the dignity of women and their freedom of choice on the other.

[60] She also asserts the state's right to ensure that an event held in a public facility under its authority is consistent with respect for democratic values, public order, and the general well-being of the citizens of Québec 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 finds that the minister's intervention was not grounded in any legislative or regulatory authority and that, by requiring the SCCQ to resiliate the rental agreement without right, on arbitrary grounds based on an ideological disagreement, she abused her rights and is extracontractually liable. Here is why.

[62] The undisputed evidence reveals that the minister's decision to resiliate the rental agreement was made in response to viewing the content of the plaintiff's website and, more specifically, the following statement regarding the legalization of abortion:

¹⁷ Order in Council 1649-2022 dated 20 October 2022, (2022) 154 G.O. 2, 6519.

[TRANSLATION] "This measure, which has led to the abortion of some 4 million babies to date, has made the mother's womb the most dangerous place for a child in Canada".¹⁸

[63] Shocked, and convinced that the position expressed by the plaintiff is completely opposed to Quebec values, that it represents an infringement of the dignity of women and of their freedom of choice, and that it constitutes disinformation, the minister decided to intervene and, without weighing the various legitimate interests at play in any way, ordered the state-owned enterprise under her authority to resiliate the rental agreement with the plaintiff.

[64] It should be noted that the SCCQ is constituted as a legal person and is a mandatary of the state. The *Act* provides that it binds none but itself when it acts in its own name and is under the authority of the Minister of Tourism.¹⁹

[65] Its objects are:

- 1° to manage and operate the Centre des congrès de Québec as well as any other establishment that is situated in the Québec City region or the surrounding regions and that is dedicated to holding conventions, trade shows or exhibitions for which responsibility is entrusted to it by the Government;
- 2° to draw up development or operational plans for the establishments referred to in paragraph 1;
- 3° to carry on such commercial and other activities as may foster the development and promotion of the establishments referred to in paragraph 1 and to maximize the economic, tourism, intellectual and social benefits generated by their operation.²⁰

[66] As minister responsible for the administration of the *Act*, the minister has the power to issue directives on the direction and general objectives to be pursued by the state-owned enterprise under her authority. Section 40 of the *Act respecting the governance of state-owned enterprises*²¹ sets out this power specifically. It states:

40. The Minister may issue directives on the direction and general objectives to be pursued by the enterprise.

The directives must be approved by the Government, and come into force on the day of their approval. Once approved, they are binding on the enterprise and the enterprise must comply with them.

¹⁸ Exhibit PGQ-3.

¹⁹ Sections 2, 3, and 33 of the *Act respecting the société du Centre des congrès de Québec*, CQLR, c. S-14.001.

²⁰ Section 17 of the *Act respecting the Société du Centre des congrès du Québec*, CQLR, c. S-14.001.

²¹ *Act respecting the governance of state-owned enterprises*, CQLR, c. G-1.02.

The directives must be tabled in the National Assembly within 15 days after they are approved by the Government or, if the Assembly is not sitting, within 15 days of resumption.

[67] The evidence, and more specifically the testimony of the defendant minister, reveals that when she made her decision, there was no directive allowing her to regulate the type of activity or the content of gatherings, meetings, or conferences held at the Centre des congrès de Québec.

[68] Indeed, the minister made inquiries in this respect with the CEOs of the SCCQ, the Société du palais des congrès de Montréal, and the Société du Parc Olympique before confirming, with full knowledge, her decision to resiliate the rental agreement with the plaintiff.

[69] She intervened with the SCCQ all the same, and required the resiliation of the rental agreement with the very specific intention of preventing, at all costs, an organization that promotes anti-abortion discourse from holding an event at the Centre des congrès de Québec.

[70] The minister testified that she acted in *défence* of the fundamental values of Québec. However, the evidence shows that, in acting this way, she was well aware that the SCCQ would be breaching its contractual obligations toward the plaintiff and would cause the plaintiff significant damage as a result of the last-minute cancellation of the planned gathering.

[71] The Minister assumed a power without legislative or regulatory authority, and she used it arbitrarily and abusively, without consideration for the plaintiff's rights, her mandatary's contractual obligations toward the plaintiff, or the objects of the SCCQ, which, it should be recalled, are to carry on such commercial activities as may foster the development of the establishments and to maximize the economic, tourism, intellectual, and social benefits generated by their operation.²²

[72] Although the minister is a third party to the rental agreement, by informing the SCCQ of her clear desire to cancel the event, she joined forces with the SCCQ and knowingly contributed to the breach of the SCCQ's contractual obligations toward the plaintiff.

[73] This was wrongful conduct for which she is extracontractually liable.²³

²² *Roncarelli v. Duplessis* (S.C. Can., 1959-01-27), SOQUJ AZ-50068955, [1959] S.C.R. 121.

²³ *Dostie c. Sabourin* (C.A., 2000-03-22), SOQUJ AZ-50071094, [2000] R.J.Q. 1026 at paras. 35 et seq.

Damages

[74] The defendants admit that the plaintiff suffered compensatory damages in the amount of \$30,636.92 in connection with the resiliation of the rental agreement.²⁴

[75] In view of the foregoing and the Court's conclusions regarding the SCCQ's contractual fault (wrongful resiliation of the rental agreement) and Minister Proulx's extracontractual fault, both of which contributed to the injury suffered by the plaintiff, the defendants are condemned *in solidum* to pay damages in the admitted amount.

[76] As between the defendants alone, the Court finds that the SCCQ resiliated the rental agreement further to a directive from its mandator, the Minister of Tourism. In the circumstances, the Minister of Tourism must pay 100% of the amount awarded.

Did the Minister of Tourism and/or the SCCQ interfere with the following fundamental rights and freedoms of HMI?

[77] Counsel for the Attorney General of Quebec ("AGQ") began by asking the Court to show deference with respect to the constitutional issues raised by the plaintiff and to recognize that this matter can be fully resolved by relying solely on the civil law principles applicable to the rental agreement between the parties.

[78] The AGQ relies on the teachings of the Supreme Court of Canada in *Phillips v. Nova Scotia*.²⁵ Sopinka, J. stated the following on this issue:

This Court has said on numerous occasions that it should not decide issues of law that are not necessary to a resolution of an appeal. This is particularly true with respect to constitutional issues and the principle applies with even greater emphasis in circumstances in which the foundation upon which the proceedings were launched has ceased to exist.

[79] The Court does not question the wisdom of this teaching. With respect, however, it does not apply here.

[80] The plaintiff alleges that the defendants' decision to unilaterally resiliate the rental agreement and to cancel the Faith, Fire, Freedom event that was supposed to take place from June 22 to July 2, 2023, caused it damage for which it seeks compensation.

[81] It argues that this decision interfered with its fundamental rights and freedoms of expression, religion, and peaceful assembly, and that an award of punitive damages against the defendants under the *Charter* is in order.

[82] That is the basis of its action.

²⁴ See the amended joint statement of facts dated November 27, 2024.

²⁵ [1995] 2 S.C.R. 97 at para. 6.

[83] The Minister of Tourism herself argues that her decision to resiliate the rental agreement resulted from a balancing of various legitimate interests and Quebec values such as freedom of expression on the one hand, and the dignity of women and their freedom of choice on the other.

[84] In this respect, the Court cannot limit its decision to the issues concerning the defendants' contractual and extracontractual liability without addressing the issue of the alleged interference with the plaintiffs' fundamental rights and freedoms.

* * *

[85] The interference alleged by the plaintiff is grounded in the following provisions of the *Canadian Charter of Rights and Freedoms*²⁶ ("*Canadian Charter*") and the *Charter of human rights and freedoms*²⁷ ("*Quebec Charter*").

[86] Section 2 of the *Canadian Charter* reads:

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] Section 3 of the *Quebec Charter* 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 argues that the defendants' decision to resiliate the rental agreement interferes with its freedom of expression and freedom of religion and constitutes discrimination based on its political convictions.

[89] The Court will address the issue of the alleged interference with the plaintiffs' fundamental rights and freedoms by first analyzing the guarantee of freedom of expression.

[90] Let us consider this.

²⁶ *Canadian Charter of Rights and Freedoms*, R.S.C. 1985, App. II, No. 44, Schedule B, Part I.

²⁷ *Charter of human rights and freedoms*, CQLR, c. C-12.

Freedom of expression

[91] It is useful to recall that the Faith, Fire, Freedom Rally organized by the plaintiff at the Centre des congrès was intended to be the culminating event in a series of meetings held in different cities in Quebec as part of a movement called "Battle for Canada".

[92] The evidence shows that the main purpose of the gathering was to unify the two founding peoples of Canada. The plaintiff advertised the event with various slogans, including "Prepare the Way", "Battle for Canada", and "National Prayer Strike Gathering".²⁸ The ads urged anyone with an interest to view and register on the battleforcanada.com and rra.ca websites.²⁹

[93] Arthur Lucier testified that the main objective of the gathering was to unite the founding peoples of Canada in prayer, communion, and forgiveness, and that the subject of the defence of the [TRANSLATION] "unborn" would be addressed, although the event was not, strictly speaking, pro-life in nature.

[94] It must be determined whether the defendants' decision to unilaterally resiliate 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 interfered with its freedom of expression.

[95] The plaintiff asserts the right to use the Centre des congrès de Québec to hold its gathering and publicly express its political and religious positions without unjustifiable restrictions being placed on the content of this expression by the government.

[96] In its view, the issue must be decided on the basis of the analytical framework established by the Supreme Court of Canada in *Ville de Montréal*,³⁰ which deals with expression in a public space or location.

[97] The AGQ argues that the test in *Doré*³¹ applies and submits that the defendants' decision to resiliate the rental agreement was reasonable.

[98] The AGQ argues that freedom of expression also protects the right not to express, or more generally the right not to be associated with a type of discourse. The use of public premises by organizations with anti-abortion discourse associates the state with a discourse it does not wish to be associated with.

²⁸ See Exhibit P-8.

²⁹ Website of the Revival Reformation Alliance.

³⁰ *Montréal (City) v. 2952-1366 Québec Inc.* (S.C. Can., 2005-11-03), 2005 SCC 62, SOQUIJ AZ-50340637, J.E. 2005-2012, [2005] 3 S.C.R. 141.

³¹ *Doré v. Barreau du Québec* (S.C. Can., 2012-03-22), 2012 SCC 12, SOQUIJ AZ-50841558, 201EXP-1231. [2012] 1 S.C.R. 395.

[99] Finally, it argues that there was no interference with freedom of expression because the plaintiff ultimately held a few gatherings at a private venue in the city of Québec instead of at the Centre des congrès.

[100] After analysis, the Court concludes that the unilateral resiliation of the rental agreement for the Centre des congrès interfered with the plaintiff's freedom of expression. Here is why.

[101] To determine whether the SCCQ's decision interfered with the plaintiffs' freedom of expression guaranteed by paragraph 2(b) of the *Charter*, the Court applies the analytical framework set out in *City of Montréal* and *Greater Vancouver Transportation Authority v. Canadian Federation of Students*.³²

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

- i. Does the proposed expressive content fall within the *prima facie* protection of paragraph 2(b)?
- ii. If so, does the method or location of this expression remove that protection?
- iii. If the expression is protected by paragraph 2(b), does the government action at issue deny that protection?

[103] Let us consider this.

- *Does the proposed expressive content fall within the prima facie protection of paragraph 2(b)?*

[104] The event was touted as a prayer gathering with the main purpose of reconciliation, communion, and forgiveness between Anglophones and Francophones that transcends partisan politics.³³

[105] The advertisements from social media show that the activity aimed to transmit a message fostering harmony between the founding peoples of Canada, through certain beliefs disseminated by HML, which includes anti-abortion discourse.³⁴

[106] This is clearly expressive content that *prima facie* justifies the protection of paragraph 2(b) of the *Canadian Charter*.

³² *Greater Vancouver Transportation Authority v. Canadian Federation of Students – British Columbia Component* (S.C. Can., 2009-07-10), 2009 SCC 31, SOQUIJ AZ-50564826, J.E. 2009-1320, [2009] 2 S.C.R. 295.

³³ According to the testimony of Arthur Lucier.

³⁴ See Exhibit P-8: Advertisements for the plaintiffs event.

- *Does the method or location of this expression remove that protection?*

[107] The Court must determine whether the method or location of this expression removes the protection of paragraph 2(b) of the *Canadian Charter*.

[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 domain of the state. It is not disputed that the SCCQ is a government entity subject to the *Canadian Charter* and the *Quebec Charter*.

[109] The objects of the SCCQ include managing and operating the Centre des congrès de Québec, which is primarily dedicated to holding conventions, trade shows, and exhibitions of various kinds.

[110] A conference centre is a place for meeting and public expression, created to promote the sharing and transmission of ideas and knowledge, democratic debate, the search for truth, and individual self-fulfilment to a broad audience.

[111] It is a place that provides a public forum and, accordingly, it aligns with and promotes the values underpinning paragraph 2(b) of the *Canadian Charter*.

[112] The Court finds that the expressive activity at issue, that is, the holding of a gathering at the Centre des congrès, is protected by that provision.

- *If the expression is protected by paragraph 2(b), does the government action at issue deny that protection?*

[113] Last, it is appropriate to consider whether the government action at issue, namely, the unilateral resiliation of the rental agreement, infringes the protected right.

[114] The evidence clearly establishes that the contract was resiliated to prevent the holding of an event that was initiated by an organization promoting anti-abortion discourse. It is useful to note that the decision to resiliate the agreement took place barely 20 days before the scheduled event, which was intended to last 10 days.

[115] Minister Proulx testified in no uncertain terms that her decision to direct the SCCQ to resiliate the agreement with the plaintiff was based on the conviction that the anti-abortion position promoted by the plaintiff and its published writings on the subject conflict with the fundamental values of Quebec society and on her firm intention to exclude such an opinion from a public venue under her authority.

[116] In acting this way, the defendants limited the possibility for the plaintiff to organize a large-scale event and, as a result, denied the plaintiff the opportunity to express an opinion or propagate a message in a public place, on the basis that the opinion was false, incompatible with the majority opinion of the population of Quebec, and contrary to its fundamental values.

[117] They restricted the form of the expression, with the aim of controlling the dissemination of and access to the plaintiff's message, as well as the content of the expression.³⁵ This was a serious violation of the plaintiff's freedom of expression.

[118] It should be recalled that, to explain this decision, the minister made the following public statement:

[TRANSLATION]

It goes 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 the fundamental principles of Quebec. ... Our CEOs are smart enough, and when they have doubts, they call the government department ... to make sure that the events align with the fundamental principles of Quebec. There have never been any issues until now. This type of intervention by the minister to reframe the message has never had to happen before.

[Emphasis added.]

[119] It must therefore be concluded that the defendants' decision infringed the plaintiff's freedom of expression.

[120] The Court notes that it would have come to the same conclusion if, as the AGQ suggests, it had analyzed the matter according to the reasonableness test by weighing the government's pressing and substantial objectives against the degree of impairment of the *Canadian Charter* right at issue.

[121] The AGQ is of the view that the matter must be analyzed according to the framework established by the Supreme Court in *Doré* and that the minister's decision is reasonable because the state has the power to ensure that an event taking place at the SCCQ is consistent with its enabling statute and therefore warrants deference, as it falls within the range of possible and acceptable outcomes in the circumstances.

[122] Contrary to the AGQ's argument, the test in *Doré* does not apply in this case. The minister's decision is not based on a legislative mandate or legal rule that would allow it to limit the plaintiff's guaranteed rights and justify the proposed balancing exercise.

[123] To justify her intervention, the minister said she drew inspiration from section 40 of the *Act respecting the governance of state-owned enterprises*,³⁶ which provides that the minister may issue directives on the direction and general objectives to be pursued by the enterprise.

³⁵ *Iwin Toy Ltd. v. Quebec (Attorney General)*, (S.C. Can., 1989-04-27), SOQUIJ AZ-89111052, J.E. 89-772, [1989] 1 S.C.R. 927.

³⁶ *Act respecting the governance of state-owned enterprises*, CQLR, c. G-1.02.

[124] The evidence, however, establishes that no specific directive, policy, or mandatory standard exists that is sufficiently accessible and precise regarding oversight of the nature or content of conferences, meetings, or gatherings held at the Centre des congrès.

[125] This general provision does not in itself constitute a legal rule.

[126] The AGQ adds that freedom of expression also protects the right not to express, or more generally, the right not to be associated with a discourse. It explains that the minister's decision takes into consideration the fact that women's bodily autonomy and freedom of choice are rights protected by section 7 of the *Canadian Charter*.

[127] With respect, this claim is of no assistance to the AGQ, quite simply because freedom of expression, which does indeed include the right not to be associated with a discourse, is an individual right that cannot be invoked by the state or its agents in the exercise of their powers or functions.³⁷

[128] Despite the foregoing, and for the strict purposes of applying the *Doré* test, the Court finds that the minister's decision limiting the plaintiff's freedom of expression is unreasonable.

[129] Aside from the fact that it is not based on a legislative requirement, the defendants have not persuaded the Court that the decision was made in the pursuit of a pressing and substantial objective and that it was proportional to that objective, or in other words, that it is rationally connected with that objective and minimally impairs the plaintiff's freedom of expression.

[130] The evidence establishes that the minister resiliated the rental agreement to prevent the deleterious effects of anti-abortion discourse on women's freedom of choice.

[131] Preventing a message that displeases the minister or creates profound discomfort in the government from being conveyed in a public space is not a pressing and substantial objective that justifies limiting freedom of expression. In the absence of a legal rule that is otherwise justifiable under section 1 of the *Canadian Charter*, access to or use of public spaces cannot depend on whether or not a user adheres to a particular discourse.

[132] This decision is not justifiable in a free and democratic society.³⁸

[133] It bears repeating that the decision to prevent a gathering squarely contradicts the mandate of the Centre des congrès and the objects of the SCCQ, and the minister has not shown that there was a rational connection, beyond her personal conviction, between this decision and the objective of protecting women's freedom of choice.

³⁷ *Cosgrove v. Canadian Judicial Council* (F.C., 2005-10-26), 2005 FC 1454, SOQUUJ AZ-50377174, [2006] 1 F.C.R. 327.

³⁸ *R. v. Oakes*, [1986] 1 S.C.R. 103.

[134] The minister's decision to resiliate the rental agreement limited the plaintiffs' freedom of expression in a manner that infringed its rights. That decision, made in the absence of a sufficiently precise and accessible legal rule, cannot be justified under section 1 of the *Canadian Charter*.

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 resiliate the rental agreement and, as a result, prevent the planned gathering at the Centre des congrès de Québec also interfered with its guaranteed rights of freedom of religion, freedom of peaceful assembly, and equality without discrimination.

[136] It is established that the right to freedom of expression applies to legal persons. However, the question as to whether a legal person has the same interest to act to claim the rights to freedom of religion, freedom of peaceful assembly, and protection against discrimination that a natural person does has yet to be answered.

[137] HMI claims that it has the interest to act to claim each of the aforementioned rights. Its position is supported by submissions made by the intervenor Christian Legal Fellowship and the co-intervenors.

[138] As for the defendants, although they acknowledge that the right to freedom of expression applies to legal persons, they dispute that legal persons can hold and assert the rights to freedom of religion, freedom of peaceful assembly, and the protection against discrimination, arguing that they are, by their very nature, the exclusive prerogative of natural persons.

[139] That said, the AGQ argues that the facts and circumstances of this case raise primarily questions related to freedom of expression and that they provide no support, other than very incidentally, for allegations of interference with freedom of religion, freedom of peaceful assembly, or protection against discrimination.

[140] In any event, the AGQ affirms that the plaintiffs' claims regarding each of the alleged infringements are part of the same, largely indistinguishable, factual matrix. In that sense, the AGQ is of the view that an analysis from the perspective of freedom of expression is sufficient and allows the Court to make a comprehensive ruling on the dispute, since that right essentially forms the basis of claims concerning freedom of religion, freedom of peaceful assembly, and the protection against discrimination.

[141] The Court agrees.

[142] The plaintiffs' claims concerning alleged interference with freedom of religion, freedom of peaceful assembly, and right to equality without discrimination are based on the same largely indistinguishable factual matrix. Therefore, because the Court finds that the minister's decision limited the plaintiffs' freedom of expression in a manner that

infringed its rights, it is not useful to consider any of the other claims based on section 2 of the *Canadian Charter*.³⁹

[143] The case law teaches that there is overlap among the protections conferred by section 2 of the *Canadian Charter* when the facts underpinning the various claims for protection under this provision are largely indistinguishable. In this case, it may be considered that one of the rights claimed encompasses the others, and it is therefore unnecessary to consider the other section 2 claims.⁴⁰

[144] In *Grandel v. Government of Saskatchewan*,⁴¹ the Court of Appeal of Saskatchewan made the following remarks on the subject: 2024 SKCA 53 (tab 38 AGQ):

[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 equality may have been limited by the minister's decision—just as its freedom of expression was—it is not useful for the purposes of deciding this dispute to perform a specific analysis of each of the plaintiff's other claims or to answer the question, however interesting it may be, as to whether a legal person can hold and assert such rights just as a natural person can.

³⁹ *Law Society of British Columbia v. Trinity Western University*, [2018] 2 S.C.R. 293.

⁴⁰ *Law Society of British Columbia v. Trinity Western University*, [2018] 2 S.C.R. 293. See also *Figuerias v. Toronto (Police Services Board)*, 2015-03-30, 2015 ONCA 208, SOQUIJ AZ-51162678, *British Columbia Teachers' Federation v. British Columbia Public School Employers' Assn.*, 2009-02-04, 2009 BCCA 39, SOQUIJ AZ-50534961.

⁴¹ *Grandel v. Government of Saskatchewan*, 2024-05-15, 2024 SKCA 53, SOQUIJ AZ-52036287.

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

[146] The plaintiff alleges serious and intentional interference with its fundamental rights. It claims \$50,000 in punitive damages, broken down as follows:

- i. Hon. Caroline Proulx: \$45,000
- ii. SCCQ: \$5,000

[147] The right to punitive damages is set out in articles 1621 C.C.Q., section 49 of the *Quebec Charter*, and subsection 24(1) of the *Canadian Charter*.

[148] An award of punitive damages is available when there is evidence of “unlawful and intentional interference” with a right or freedom recognized by the *Charters*.

[149] Punitive damages can be distinguished from compensatory damages. They may be awarded when compensatory damages are insufficient to prevent the repetition of the wrongful act or when it is useful to express the Court’s disapproval of a party’s conduct that is “so malicious, oppressive and high-handed that it offends the court’s sense of decency”.⁴²

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

[151] Article 1621 C.C.Q. sets out the criteria that the Court must consider in determining the amount of punitive damages to award, where appropriate. 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 reparatory damages is wholly or partly assumed by a third person.

[152] In *Quebec (Public Curator) v. Syndicat national des employés de l’hôpital St-Ferdinand*,⁴³ the Supreme Court defines what constitutes unlawful and intentional interference as follows:

⁴² *De Montigny v. Brossard (Succession)*, (S.C. Can., 2010-11-10), 2010 SCC 51, SOQUIJ AZ-50688131, 2010EXP-3601, [2010] 3 S.C.R. 64

⁴³ *Quebec (Curateur public) c. Syndicat national des employés de l’Hôpital St-Ferdinand* (CSN), (S.C., 1986-01-10), SOQUIJ AZ-50829065.

121. Consequently, there will be unlawful and intentional interference within the meaning of the second paragraph of s. 49 of the Charter when the person who commits the unlawful interference has a state of mind that implies a desire or intent to cause the consequences of his or her wrongful conduct, or when that person acts with full knowledge of the immediate and natural or at least extremely probable consequences that his or her conduct will cause. This test is not as strict as specific intent, but it does go beyond simple negligence. Thus, an individual's recklessness, however wild and foolhardy, as to the consequences of his or her wrongful acts will not in itself satisfy this test.

[153] The above conclusions demonstrate the unlawful nature of the defendants' decision.

[154] Was it intentional?

[155] At the outset, the Court cannot conclude that the SCCQ acted intentionally in this case, as it implemented the decision to resiliate the rental agreement only after it had received clear directives from its higher authorities.

[156] However, the evidence does support the conclusion that the interference with the plaintiff's freedom of expression resulted from the decision made by minister Proulx.

[157] By wrongfully resiliating the rental agreement, a few days before the event, with the aim of preventing the dissemination of a message she considers contrary to the fundamental values of the Quebec state, without any statutory or regulatory authority to do so, the minister acted arbitrarily and with full knowledge of the immediate or at least extremely probable consequences that this decision would have on the plaintiff.

[158] Her interference in the SCCQ's decision-making process, motivated by essentially political considerations, and her public statements at the time, based on her personal convictions that the expression of the plaintiff's anti-abortion opinion was unacceptable in a public place belonging to the state, demonstrates an intention to interfere with the plaintiff's freedom of expression and cause the foreseeable consequences of that decision.

[159] The minister confirmed this, by directing the representatives of the SCCQ to provide no assistance to the plaintiff to relocate the event, and by saying, loudly and clearly, that were the situation to reoccur, she would not hesitate to make the same decision again.

[160] The defendant knew or could not have been unaware of the serious and significant consequences for the plaintiff of the decision to resiliate the rental agreement at the last minute and that this constituted a significant impairment of its freedom of expression.

[161] Considering the interference with the plaintiff's freedom of expression, the arbitrary nature of the decision, the seriousness of the fault, the award of compensatory damages in connection with the wrongful resiliation of the agreement, and the preventive, deterrent

aspects of punitive damages, the Court condemns Minister Proulx to pay the plaintiff the amount of \$30,000 in punitive damages.

[162] This is an appropriate and just award in the circumstances.

FOR THESE REASONS, THE COURT:

[163] **GRANTS** the plaintiff's originating application in part;

[164] **CONDEMNNS** the defendants, the Honourable Caroline Proulx, Minister of Tourism, the Société du Centre des congrès du Québec, and the Attorney General of Quebec, *in solidum* to pay the plaintiff \$30,636.92, with interest at the legal rate and the additional indemnity under article 1619 of the *Civil Code of Québec*, as of the date of the summons;

And as between the defendants alone:

[165] **DETERMINES** that the defendant the Honourable Caroline Proulx, Minister of Tourism (Attorney General of Quebec), must pay 100% of the aforementioned award;

[166] **CONDEMNNS** the defendant the Honourable Caroline Proulx, Minister of Tourism (Attorney General of Quebec), to pay the plaintiff \$30,000 in punitive damages;

[167] **WITH** legal costs.

ALAIN TRUDEL, J.S.C.

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