Federal Court Cour fédérale

Date: 20240426

Docket: T-656-24

Citation: 2024 FC 635

[ENGLISH TRANSLATION]

Ottawa, Ontario, April 26, 2024

PRESENT: Mr. Justice Sébastien Grammond

BETWEEN:

CHRONO AVIATION INC.
CHRONO JET INC.
9266-4325 QUÉBEC INC.
9351-7399 QUÉBEC INC.
AVIONIQUE WAAS INC.
LUX AIR SERVICES INC.

Applicants

and

THE ATTORNEY GENERAL OF CANADA
THE MINISTER OF TRANSPORT OF CANADA

Respondents

and

DÉVELOPPEMENT DE L'AÉROPORT SAINT-HUBERT DE LONGUEUIL

Mise en cause

ORDER AND REASONS

[1] The Minister of Transport made the decision to prohibit the take-offs and landings of Boeing 737-200 aircraft at night at the Saint-Hubert Airport. Chrono Aviation, which conducts such take-offs and landings on a regular basis, is seeking judicial review of that decision and a stay of its coming into force until this Court rules on the merits of the case.

[2] I dismiss the motion for a stay. Chrono Aviation has not demonstrated that it will suffer irreparable harm as a result of the immediate coming into force of the night-flight ban. Moreover, the public interest in reducing the noise caused by the airport's operations favours the dismissal of the motion for a stay.

I. Background

[3] Opened in 1927, the Saint-Hubert Airport is the oldest civil airport in the country and remains one of the busiest to this day. It is located in the suburbs to the south of Montréal and is now surrounded by residential neighbourhoods. In the past, it served as a military base. Currently, it is used for scheduled flights, charter flights, private flights and flight schools. Since 2004, it has been administered by Développement de l'aéroport de Saint-Hubert de Longueuil [known by the acronym DASH-L], a non-profit organization whose board of directors includes individuals appointed by the city of Longueuil and by the Chambre de commerce et d'industrie de la Rive-Sud.

[4] Since 2019, the applicants, which I will refer to collectively as Chrono Aviation, have operated a charter flight service on behalf of Baffinland Iron Mines [Baffinland]. This company operates the Mary River Mine on Baffin Island, Nunavut. Because of the remoteness of the location, the mineworkers must be regularly transported by air. Air transportation also plays a crucial role in bringing supplies to the mine. According to the information in the record, Chrono Aviation asserted several times that its contract with Baffinland was expiring on April 1, 2024 and would have to be renewed at that time.

[5] To obtain the contract with Baffinland, Chrono Aviation partnered with Arctic Co-operatives Ltd [Arctic Co-op], a network of co-operatives located in Indigenous communities, including Inuit communities in Nunavut. Although the evidence does not disclose the details, Arctic Co-op took advantage of this partnership to improve the supply of food to Inuit communities in Nunavut.

[6] Chrono Aviation selected the Saint-Hubert Airport as the departure point for flights to the Mary River Mine. It made significant investments in that airport, including by building a new hangar.

[7] The runway at the Mary River Mine aerodrome is a gravel runway. The evidence shows that the only model of wide-body aircraft that can currently be adapted to land on a gravel runway is the Boeing 737-200. This is an old model, with engines that produce considerable noise. To service the mine, Chrono Aviation purchased three Boeing 737-200 aircraft.

[8] For reasons that will be explained below, Chrono Aviation's Boeing 737-200 aircraft regularly take off and land at the Saint-Hubert Airport at night. In particular, there are currently two weekly takeoffs scheduled for 1:55 a.m. The noise that these night takeoffs and landings produce has resulted in a considerable amount of dissatisfaction within the neighbouring population. Among other things, a group of citizens brought a class action against DASH-L and Chrono Aviation, which was dismissed on grounds related to the jurisdiction of Quebec courts: *Comité Anti-Pollution des avions – Longueuil c Développement de l'aéroport Saint-Hubert de Longueuil*, 2021 QCCS 49.

[9] Section 602.105 of the *Canadian Aviation Regulations*, SOR/96-433 [the Regulations] allows the Minister of Transport to impose noise control requirements, including by prohibiting takeoffs and landings during certain hours. On September 28, 2022, DASH-L proposed that the Minister ban the takeoff and landing of aircraft with a noise profile similar to that of Boeing 737-200 aircraft between 11:00 p.m. and 7:00 a.m., effective April 1, 2024. Chrono Aviation was notified of DASH-L's intention to make such a proposal in April 2022.

[10] In February 2023, Chrono Aviation commenced proceedings in the Superior Court of Québec in order to seek an injunction that would bar DASH-L and the Minister of Transport from taking measures to ban night flights. It also sought damages in the amount of nearly $150 million against DASH-L. The parties have advised me that those proceedings are currently stayed. In June 2023, Chrono Aviation filed an application for judicial review in this Court (file no T-1221-23) aiming to prohibit the Minister of Transport from granting DASH-L's proposal. That application was stayed on consent of all the parties involved.

[11] On July 11, 2023, the regional director of the Department of Transport wrote to DASH-L to ask for additional information about the proposal. In that letter, the regional director noted the concerns that Chrono Aviation had expressed about the impact that a night-flight ban would have on its operations. He also emphasized the fact that the proposed prohibition appeared to target the activities of Chrono Aviation. On August 31, 2023, DASH-L responded to this request for additional information.

[12] On several occasions in 2023 and in early 2024, Chrono Aviation, Arctic Co-op and Baffinland wrote directly to the Minister of Transport in order to advance a wide range of arguments aimed at prompting the rejection of DASH-L's proposal or, at the very least, at delaying the coming into force of the night-flight ban. In March 2024, at the request of the Minister, discussions took place between DASH-L and Chrono Aviation but did not result in an agreement.

[13] On March 21, 2024, the Minister decided to grant DASH-L's proposal and to [TRANSLATION] "end night flights at the Saint-Hubert Airport". In making this decision, the Minister took into account the effect of the noise resulting from the use of Boeing 737-200 aircraft at night, the impact of the decision on the operations of Chrono Aviation, the failure of negotiations between DASH-L and Chrono Aviation to find a satisfactory solution, and the availability of other airports and airlines to serve northern communities.

[14] The decision was communicated to DASH-L, with a copy to Chrono Aviation, on the evening of March 21, 2024. However, the mayor of Longueuil, Catherine Fournier, announced

the decision to the public on the afternoon of March 21, in an interview that she gave on Radio-Canada radio.

[15] On March 27, 2024, Chrono Aviation filed a new application for judicial review (file no T-656-24), seeking to have the decision of the Minister of Transport dated March 21 set aside. The next day, Chrono Aviation brought a motion for a stay of the Minister's decision. The Attorney General agreed to a stay of the Minister's decision until this Court determines the motion for a stay. After the Attorney General and DASH-L filed their responding motion records, Chrono Aviation brought two motions for leave to file new evidence, namely the contract with Baffinland, financial documents and various other information. I dismissed these motions, for the reasons given orally at the hearing.

II. Analysis

[16] I dismiss Chrono Aviation's motion for a stay. It has failed to demonstrate that the Minister's decision will cause it irreparable harm. A motion for a stay cannot be granted in the absence of evidence of such harm. Moreover, the public interest weighs in favour of the Minister's decision coming into force immediately.

A. *Analytical framework*

[17] On an application for judicial review, section 18.2 of the *Federal Courts Act*, RSC 1985, c F-7, allows this Court to make interim orders, including a stay of the decision that is the subject of the application or an interlocutory injunction. The purpose of a stay or interlocutory injunction

is to ensure that "the subject matter of the litigation will be 'preserved' so that effective relief will be available when the case is ultimately heard on the merits": *Google Inc v Equustek Solutions Inc*, 2017 SCC 34 at paragraph 24, [2017] 1 SCR 824. In deciding whether to issue an interlocutory injunction or a stay, Canadian courts employ a three-part test derived from the decision of the British House of Lords in *American Cyanamid Co v Ethicon Ltd*, [1975] AC 396. The best-known statement of this test is found in the Supreme Court of Canada's decision in *RJR-MacDonald Inc v Canada (Attorney General)*, [1994] 1 SCR 311 at 334 [*RJR*]:

> First, a preliminary assessment must be made of the merits of the case to ensure that there is a serious question to be tried. Secondly, it must be determined whether the applicant would suffer irreparable harm if the application were refused. Finally, an assessment must be made as to which of the parties would suffer greater harm from the granting or refusal of the remedy pending a decision on the merits.

[18] The first two steps in the analysis are aimed at assessing the risk of harm for the applicant if the injunction is not granted. At the third step, this risk is compared to the risk of harm that the respondent would suffer if an injunction is issued but the respondent later prevails at trial. The Court may also consider harm to third parties and the public interest at this stage: *RJR*, at 343–347.

B. *Serious issue to be tried*

[19] To satisfy the first step of the analysis for the issuance of a stay, Chrono Aviation must demonstrate that its application for judicial review raises a serious issue to be tried or a "*prima facie* case". The threshold is not very high, and a judge deciding an application for a stay should not normally undertake an extensive review of the merits of the case: *RJR*, at 337–338.

[20] In this regard, Chrono Aviation submits that the Minister's decision is flawed, with respect to both procedure and substance.

[21] Thus, DASH-L and the Minister allegedly failed to follow the procedure set out in a circular concerning the application of section 602.105 of the Regulations. In particular, DASH-L supposedly failed to consult adequately with all interested parties and to provide the Minister with an accurate account of Chrono Aviation's concerns. Chrono Aviation also objects to the fact that the decision was announced in the media before Chrono Aviation was formally notified of it.

[22] Further, Chrono Aviation submits that the reasons for the Minister's decision are inadequate and that the decision is not intelligible, transparent and justified. It points out that the Minister departed from the recommendation provided by the department's staff. In his brief decision, the Minister allegedly did not sufficiently explain why he ignored this recommendation. In so proceeding, the Minister purportedly failed to consider the impact of his decision on the operations of Chrono Aviation, Arctic Co-op, Baffinland and, more generally, the Inuit communities of Nunavut.

[23] The Attorney General makes detailed submissions to show that the Minister complied with procedural fairness and that his decision was reasonable. Nonetheless, for the purposes of this motion, I am prepared to assume that Chrono Aviation has met the low threshold of a *prima facie* case. Since another judge will be assigned to determine the merits of the case, I will not say anything further.

C. *Irreparable harm*

(1) Applicable test

[24] Preventing irreparable harm is the raison d'être of stays and interlocutory injunctions. This is why the applicant must show that it is likely to suffer irreparable harm if the injunction or the stay is not issued. In *RJR*, at 341, the Supreme Court of Canada explained the rationale and content of this part of the test as follows:

> At this stage the only issue to be decided is whether a refusal to grant relief could so adversely affect the applicants' own interests that the harm could not be remedied if the eventual decision on the merits does not accord with the result of the interlocutory application.
>
> "Irreparable" refers to the nature of the harm suffered rather than its magnitude. It is harm which either cannot be quantified in monetary terms or which cannot be cured, usually because one party cannot collect damages from the other. Examples of the former include instances where one party will be put out of business by the court's decision … ; where one party will suffer permanent market loss or irrevocable damage to its business reputation … ; or where a permanent loss of natural resources will be the result when a challenged activity is not enjoined ... .

[25] Even if the alleged harm falls within the categories described by the Supreme Court, the applicant must still provide convincing evidence of the likelihood that this harm will arise. In a series of decisions, the Federal Court of Appeal has emphasized that a convincing demonstration of irreparable harm is required before a stay or an interlocutory injunction is issued. For example, in *Glooscap Heritage Society v Canada (National Revenue)*, 2012 FCA 255 [*Glooscap*], the Federal Court of Appeal noted the following at paragraph 31:

> To establish irreparable harm, there must be evidence at a convincing level of particularity that demonstrates a real

> probability that unavoidable irreparable harm will result unless a stay is granted. Assumptions, speculations, hypotheticals and arguable assertions, unsupported by evidence, carry no weight.

[26] Likewise, in *Canada (Attorney General) v Oshkosh Defense Canada Inc*, 2018 FCA 102 [*Oshkosh*], it stated at paragraph 25 that "to prove irreparable harm, the moving party must demonstrate in a detailed and concrete way that it will suffer real, definite, unavoidable harm—not hypothetical and speculative harm—that cannot be repaired later" or, at paragraph 30, that the moving party must "adduce specific, particularized evidence establishing a likelihood of irreparable harm".

[27] The Federal Court of Appeal reiterated these principles in *Arctic Cat, Inc v Bombardier Recreational Products Inc*, 2020 FCA 116 [*Arctic Cat*]. At paragraph 33, the Court added that the harm alleged in support of a motion for a stay must not be "self-inflicted" by the applicants. They have a duty to look for alternatives in relation to the harmful situation. See also *Janssen Inc v Abbvie Corporation*, 2014 FCA 112 at paragraph 24.

(2) Chrono Aviation's allegations of harm

[28] In light of these principles, let us consider the allegations of harm advanced by Chrono Aviation.

[29] In essence, Chrono Aviation alleges that the ban on night flights will prevent it from fulfilling its obligations under its contract with Baffinland. In its view, this will result in the

termination of the contract that is its main source of income, which will expose it to legal proceedings and likely force it into bankruptcy, in addition to damaging its reputation.

[30] In support of these assertions, Chrono Aviation explains that because of the workers' schedules, the provisions of the collective agreements and the lack of housing at the Mary River Mine, it is imperative that workers land at a specific time of day to ensure smooth staff rotation. That is why Boeing 737-200 aircraft must conduct two night takeoffs and three night landings per week.

[31] In a letter sent to the Minister of Transport on February 13, 2024, the vice-president of Baffinland explained the nature of these constraints as follows:

> [TRANSLATION]
>
> Baffinland operates 24 hours a day, 365 days a year, with employees working on a rotation of 3x3 weeks, which covers both day and night shifts. Approximately 1,555 employees and contractors from the south rely on the Chrono charter flight service from Montréal to the Mary River Aerodrome, which includes night flights.
>
> The total travel time, from the time employees check in at the LUX terminal in Montréal to the time that they arrive in their rooms on site, is approximately 8.5 to 10 hours. Working in a mine involves a high level of risk, and all employees must be well rested, alert and fit for work. To meet this requirement, we have a site policy that guarantees employees a rest period of 8 hours after their arrival at the site. This requirement is no different from that applying to a commercial pilot, who is limited by the regulations with respect to service time. Ending the night flights in question would not only have a negative impact on these rest periods and on the schedules of our employees, but it would also contravene our current health and safety policies and disrupt the continued operation of the Mary River Mine.

[32] In my view, Chrono Aviation has not adduced sufficient evidence to support the alleged harm. For nearly two years, Chrono Aviation has been consistently reiterating that the ban on night flights will cause it to go bankrupt. However, repeating a statement does not make it true, nor does having others repeat it. Given that they are not supported by sufficiently detailed evidence, Chrono Aviation's sweeping statements do not meet the requirements set out by the Federal Court of Appeal in *Glooscap, Oshkosh* and *Arctic Cat*. The fact that Chrono Aviation's affiant was not cross-examined does not mean that his sweeping statements constitute sufficient evidence.

[33] In support of its allegations, Chrono Aviation relies on certain decisions in which an interlocutory injunction was granted in order to prevent the loss of a vital contract or the imminent closure of a business: *Nissan Canada Inc v BMW Canada Inc*, 2007 FCA 119; *TPG Technology Consulting Ltd v Canada (Public Works and Government Services)*, 2007 FCA 219; *CKLN Radio Incorporated v Canada (Attorney General)*, 2011 FCA 56; *Remo Imports Ltd v Jaguar Canada Ltd*, 2006 FC 188. However, these decisions were based on the particular circumstances of each case and on the evidence before the court. Where the evidence does not support the allegations of loss of contract or risk of bankruptcy, the motion for a stay will be dismissed, as in *Iris Technologies Inc v Canada (National Revenue)*, 2021 FC 874.

[34] In the case at bar, the evidence does not support certain links in the chain of causation that Chrono Aviation has put forward to prove irreparable harm. Chrono Aviation has not shown that there are no possible alternatives that would allow it to fulfill its contractual obligations or to meet Baffinland's expectations while complying with the night-flight ban. Even if it had shown

that this was the case, Chrono Aviation has also not demonstrated that Baffinland would terminate the contract or that Chrono Aviation would be forced into bankruptcy. I will deal with these two issues in turn.

(3) Alleged lack of alternatives

[35] The central premise of Chrono Aviation's submissions is that it will be impossible for it to fulfill its obligations or to meet Baffinland's expectations without conducting night take-offs with Boeing 737-200 aircraft at the Saint-Hubert Airport. However, the evidentiary record suggests that there are various alternatives, such as changing the flight schedules, using less noisy aircraft for part of the trip, or conducting night take-offs at the Mirabel or Québec airports.

[36] Chrono Aviation has adduced only very limited evidence of its efforts to look for alternatives or of the reasons why some of these alternatives should be ruled out. It has known for almost two years that DASH-L is proposing a ban on night flights for Boeing 737-200 aircraft. In the various communications in the record, it first suggested that a solution would be available by 2026–2027, but then stated that it would be prepared to accept the night-flight ban coming into force at an earlier and earlier date. In a supplementary affidavit filed with the consent of the parties, the vice-president of Chrono Aviation stated that a partial solution could be available in August 2024.

[37] In the absence of specifics, one might think that these assertions are only meant to buy time. A more generous interpretation is that, as the deadline approached, Chrono Aviation stepped up its efforts to find alternatives.

[38] In any event, Chrono Aviation never explained what alternatives had been considered, what the obstacles were to their implementation, or what the associated costs would be. While there are undoubtedly various constraints that stand in the way of certain alternatives, Chrono Aviation's lack of transparency with respect to the steps that it took does not allow me to accept its arguments regarding the lack of alternatives. The sequence of its statements suggests that it could have begun the serious search for such alternatives earlier. In the end, I consider that this is a situation similar to that in *Arctic Cat*, in that Chrono Aviation had almost two years to find an alternative and could have made more efforts to do so, rather than initiating multiple legal proceedings aimed at maintaining the status quo.

(4) Termination of contract or bankruptcy

[39] Assuming no alternative is found, Chrono Aviation submits that it will be unable to discharge the obligations that flow from its contract with Baffinland and that Baffinland will terminate the contract, which will drive Chrono Aviation into bankruptcy. However, I consider that once again, the evidence does not support this assertion.

[40] When Chrono Aviation brought its motion for a stay, it filed an affidavit that refers extensively to its contract with Baffinland, but it did not see fit, at that time, to produce a copy of it. I therefore do not know the terms and conditions of this contract. For the purposes of the analysis that follows, I will first consider the hypothesis that is most favourable to Chrono Aviation's submissions and assume that this contract requires Chrono Aviation to carry out night flights and contains a clause allowing Baffinland to terminate the contract if Chrono Aviation does not fulfill this obligation.

[41] However, in a long-term contractual relationship, the parties may well respond to an unforeseen situation by renegotiating the contract, adjusting the parties' obligations and allocating the additional costs, rather than by terminating the relationship. In the case at hand, there is nothing in the record to suggest that Baffinland intends to terminate the contract as soon as the night-flight ban comes into force, even assuming that it has the right to do so. In its letter dated February 2024, Baffinland admittedly expresses its strong preference that night flights continue. However, there is nothing in the content or tone of this letter to suggest that the night-flight ban would cause such significant harm to Baffinland that it would immediately terminate Chrono Aviation's contract. The record contains no other evidence as to Baffinland's intentions. The assertions of Chrono Aviation's vice-president that the night-flight ban will inevitably result in the termination or "loss" of the contract are not based on any tangible factual element other than the presumed existence of a right to terminate the contract.

[42] Indeed, in one of its motions for the admission of additional evidence, Chrono Aviation asserts that the contract with Baffinland was renewed until October 1, 2025. In all likelihood, the parties to the contract were aware of DASH-L's proposal to prohibit night flights when the contract was renewed. In these circumstances, the renewal of the contract for a limited period would suggest that Baffinland does not intend to terminate it in the immediate future, but is rather giving itself a period of one and a half years to assess the effects of a night-flight ban. There is little doubt that it will be possible to dispose of the application for judicial review before October 1, 2025.

[43] Up until this point, I have assumed that Baffinland has the right to terminate the contract if Chrono Aviation is no longer able to conduct night flights. *A fortiori,* if the contract does not give Baffinland this right, it is difficult to see how the prohibition on night flights will lead in the short term to the loss of the contract or to the bankruptcy of Chrono Aviation.

(5) Summary

[44] In sum, the evidence does not support Chrono Aviation's allegations of irreparable harm. At least two of the links in the chain of causation that is supposed to lead to its bankruptcy are based on conjecture. Furthermore, Chrono Aviation has not brought any evidence to support a finding of reputational risk. The second part of the *RJR* test is therefore not satisfied.

D. *Balance of convenience*

[45] At the third step in the analytical framework, the harm that the applicant would suffer if the stay were refused but the applicant were then to succeed on the merits must be compared to the harm that the respondent would suffer if the opposite were to occur. As I have concluded that the Minister's decision does not cause irreparable harm to Chrono Aviation, it is not strictly necessary for me to address this issue. Nevertheless, I will make the following comments.

[46] In essence, Chrono Aviation submits that the inconvenience suffered by the residents of the neighbourhoods surrounding the Saint-Hubert Airport is minimal. The noise associated with an airplane's take-off lasts only a few seconds, perhaps a minute at most. In any event, the Boeing 737-200 aircraft will be replaced in the short or medium term. Given the significant

inconvenience that a ban on night flights would cause for Chrono Aviation, it would be preferable to maintain the status quo.

[47] When assessing the balance of convenience, courts may consider the public interest: *RJR,* at 344. While both parties may raise public interest considerations, public authorities will usually be presumed to act in the public interest: *RJR,* at 346. In the *RJR* case itself, this factor was decisive. Even though the Supreme Court had found that the tobacco companies had raised a serious issue regarding the constitutional validity of cigarette packaging regulations and shown that they would suffer irreparable harm, the Court denied the injunction they were seeking because the public interest in reducing the incidence of smoking was a paramount factor: *RJR,* at 352–354.

[48] In this case, the Minister's decision to prohibit night flights must therefore be presumed to be in the public interest. Within the context of this motion, Chrono Aviation cannot minimize the importance of noise-related concerns. In any event, there is ample evidence to support these concerns, including a consultation report on the development of the Saint-Hubert Airport and a letter from the Air Transport Association of Canada in which the association expresses its surprise at [TRANSLATION] "an aircraft that is widely known to have a very high noise footprint being used at night" at "an airport that is embedded in an urban setting". In a case involving the Saint-Hubert Airport, the Court of Appeal of Quebec confirmed that noise-related concerns were a legitimate reason justifying the intervention of the airport operator and the Minister: *Max Aviation inc c Développement de l'aéroport Saint-Hubert de Longueuil (DASH-L),* 2013 QCCA 551 at paragraph 62.

[49] Chrono Aviation also alleges that the decision that is the subject of this application will be detrimental to the supply of food to the Indigenous communities served by Arctic Co-op. It asserts that under the partnership agreement with Arctic Co-op, it carries approximately 50 tons of foodstuffs per month to these communities. The record contains two letters from Arctic Co-op's executives describing the significant benefits that flow from this partnership. Chrono Aviation states that the ban on night flights at the Saint-Hubert Airport will destroy this partnership and impose a significant financial burden on the communities in question.

[50] For the reasons given above, Chrono Aviation has not demonstrated that the Minister's decision will lead to the termination of its operations or, as a result, of its partnership with Arctic Co-op. The consequences on the supply of food to Nunavut communities therefore remain hypothetical. The evidence suggests that Baffinland undertook to award a certain number of supply contracts to companies in Nunavut, which explains why Chrono Aviation included Arctic Co-op as a contractual partner. Even if Chrono Aviation were to lose the Baffinland contract, there is nothing to show that another air carrier would be unable to establish a similar relationship with Arctic Co-op.

[51] In short, Chrono Aviation has not demonstrated that the inconvenience that it would suffer outweighs the public interest in reducing the noise associated with the take-offs and landings of Boeing 737-200 aircraft during the night at the Saint-Hubert Airport.

III. Conclusion

[52] Given that Chrono Aviation has not shown that the immediate coming into force of the Minister's decision will cause it to suffer irreparable harm, and given that the balance of convenience favours the Minister, the motion for a stay will be dismissed.

ORDER in T-656-24

THIS COURT ’S JUDGMENT is that:

1. The motion for a stay is dismissed.

2. Costs are awarded against the applicants.

“Sébastien Grammond”
Judge

Certified true translation
Melissa Paquette, Jurilinguist

FEDERAL COURT

SOLICITORS OF RECORD

DOCKET:	T-656-24
STYLE OF CAUSE:	CHRONO AVIATION INC., CHRONO JET INC., 9266-4325 QUÉBEC INC., 9351-7399 QUÉBEC INC., AVIONIQUE WAAS INC., LUX AIR SERVICES INC. v. THE ATTORNEY GENERAL OF CANADA, THE MINISTER OF TRANSPORT OF CANADA, DÉVELOPPEMENT DE L'AÉROPORT SAINT-HUBERT DE LONGUEUIL
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