Federal Court  Cour fédérale

Date: 20160708

Docket: T-373-15

Citation: 2016 FC 775

[ENGLISH TRANSLATION]

Ottawa, Ontario, July 8, 2016

PRESENT: The Honourable Mr. Justice LeBlanc

BETWEEN:

THE ATTORNEY GENERAL OF CANADA

Applicant

and

AÉROPORTS DE MONTRÉAL

Respondent

ORDER AND REASONS

I. Introduction

[1] Under agreements signed with the Government of Canada, the respondent, Aéroports de Montréal [ADM], has been handling the management, operations and maintenance of Dorval and Mirabel international airports since 1992. According to the applicant [the Attorney General], ADM must supply, at no charge, the necessary facilities for the clearance of commercial goods at

Mirabel Airport. He alleges that this is a binding obligation for ADM under section 6 of the *Customs Act*, RSC, 1985, c 1 (2nd Supp.). ADM, which already supplies such facilities, claims that it is not obligated to do so free of charge if it entails the clearance of goods passing through that airport, independently of any passenger.

[2] Faced with this impasse, in March 2015, the Attorney General brought an application for judicial review before this Court to declare the rights and obligations of the parties on this issue. In response to these proceedings, ADM filed a motion to refer the matter to arbitration, a process it had already initiated, in accordance with the provisions of the said agreements.

[3] On November 18, 2015, Prothonotary Richard Morneau allowed ADM's motion, referred the parties to arbitration and, under paragraph 50(1)(*a*) of the *Federal Courts Act*, RSC, 1985, c F-7, suspended *sine die* the application for judicial review filed by the Attorney General. As permitted under section 51 of the *Federal Courts Rules*, SOR/98-106, the Attorney General is appealing Prothonotary Morneau's decision.

II. Background

[4] The transfer to ADM of the management of Dorval and Mirabel airports is set out in an agreement entered into on April 1, 1992 [Transfer Agreement]. Under the terms of that agreement, the parties signatory agreed to enter into a series of supplementary agreements. One of these agreements is the Canadian Inspection Services Agreement [CIS Agreement], signed on July 31, 1992. The expression "Canadian Inspection Services" is defined therein as services [TRANSLATION] "provided to protect Canada's industry, economy, health, environment, security

and public, while ensuring that the means of transportation, passengers, their property and commercial goods entering, leaving or passing through Canada comply with all relevant requirements of laws and regulations." The CIS Agreement identifies four federal departments that supply Canadian Inspection Services, including the Department of National Revenue, which, at that time, was notably responsible for enforcing the *Customs Act*.

[5] Under the CIS Agreement, ADM undertakes, in support of carrying out the mandate of each of these departments, to supply—or arrange for the supply of—the [TRANSLATION] "CIS Facilities," equipment, utilities, and services to meet the requirements and standards set out, in particular, under all applicable federal legislation, including the *Customs Act*. The expression "CIS Facilities" is defined therein as the [TRANSLATION] "buildings, finished premises, reception facilities, vehicle parking facilities and spaces, including waiting, holding and storage rooms used or required in order to receive, monitor, examine, search, retain or detain, remove and authorize or clear passengers, their property and their commercial goods, and to collect revenues."

[6] Moreover, the Transfer Agreement and the CIS Agreement both contain an arbitration clause. Thus, under paragraph 10.01 of the Transfer Agreement, any dispute or disagreement between the contracting parties born of said agreement and which was not intended as a [TRANSLATION] "point of law," may be deferred to an arbitration tribunal governed by the *Commercial Arbitration Code* established by the *Commercial Arbitration Act*, RSC, 1985, c C-34.6. In turn, paragraph 16.1 of the CIS Agreement provides for referral to arbitration [TRANSLATION] "in accordance with the provisions of clause 10 of the Transfer Agreement," of any matter related to one of the following three situations: [TRANSLATION] (i) "if a CIS

Department and ADM are unable to agree on any question of fact, which necessitates an agreement under this agreement"; (ii) "if there is a dispute about the facts arising from this agreement or related thereto"; or (iii) "if a dispute about the interpretation of this agreement cannot be resolved through negotiation between the CIS Department and ADM."

[7] On June 5, 2014, through its counsel, ADM invited the Canada Border Services Agency [CBSA], the successor to Canada's Department of National Revenue for the purposes of, among other thing, enforcing the *Customs Act*, to try to negotiate an acceptable solution to the parties' dispute regarding the premises intended for clearance of commercial goods at Mirabel Airport. It contends that the CIS Agreement restricts its obligations for the free supply of rooms for the clearance of commercial goods accompanying a passenger, thereby excluding goods passing through independently of any passenger.

[8] On July 4, 2014, the CBSA reiterated that ADM had both a contractual and a statutory obligation to supply, at no cost to CBSA, the rooms and other facilities required to process all imported goods, including commercial goods, whether they are or are not accompanied by a passenger. In the same breath, it pointed out that the room it has occupied for this purpose at Mirabel for a number of years under a lease entered into between a third party and Public Works and Government Services Canada [TRANSLATION] "was an anomaly that the CBSA corrected in accordance with the provisions of the Act."

[9] On September 29, 2014, ADM served the CBSA with a formal notice of its intention to submit the dispute to arbitration under clause 16 of the CIS Agreement and under clause 10 of the Transfer Agreement. Therein it appointed the person who, from among the three members

required to form the arbitration tribunal, would be their preferred arbitrator. As stated previously, this dispute ended up before the Court a few months later when the Attorney General, being of the opinion that said dispute fell outside the scope of those arbitration clauses because it raised a matter of pure statutory interpretation, filed his declaratory relief.

III. Prothonotary Morneau's decision

[10] Prothonotary Morneau was of the view that he had to determine, in light of the state of the law, whether it was up to this Court or to the arbitration tribunal to rule on the applicability of the arbitration clauses in the dispute between ADM and CBSA.

[11] First disposing of the so-called preliminary questions, he was of the opinion that this is not a case in which, by the virtue of the principles of proportionality and conserving judicial resources, and in spite of the Court's traditional reluctance to seize itself of and decide preliminary motions under applications for judicial review, as urged by the Attorney General, there is reason to refer the issue raised by ADM's motion to the trier of fact.

[12] He also rejected the Attorney General's argument based on article 2639 of the *Civil Code of Québec*, CQLR, c CCQ-1991 [CCQ], to the effect that, since he is questioning the scope and application of a statutory provision, in this case section 6 of the *Customs Act*, the dispute between the parties raises a matter of public order and may not therefore, on its very face, be submitted to arbitration. Prothonotary Morneau held that the Attorney General's argument was contrary to the teachings of *Desputeaux v Éditions Chouette (1987) inc.*, 2003 SCC 17, [2003] 1 SCR 178 [*Desputeaux*], whereby, in order to preserve decision-making autonomy

within the arbitration system, it is important that we avoid extensive application of the concept of public order by courts and to instead reserve its application for certain fundamental matters.

[13] Lastly, Prothonotary Morneau believed that there was no reason to conclude otherwise with respect to the argument based on the more specific concept of [TRANSLATION] "directive public order." He was not convinced that, insofar as it involves the provision of rooms, section 6 of the *Customs Act* relates to that concept, which, under the doctrine he cites, targets first and foremost the rules relevant to dealing with civil society's sake as a whole.
Prothonotary Morneau also reiterated in this regard that application of the rules presenting a matter of public order does not, moreover, preclude arbitration.

[14] In addressing the issue at the heart of ADM's motion, Prothonotary Morneau noted the rule that any challenge to the arbitration tribunal's jurisdiction must first be decided by it, unless the challenge is based exclusively on a question of law or, if it is based on a question of mixed fact and law, that the question only involves superficial consideration of the documentary evidence in the record.

[15] Prothonotary Morneau, however, took the view that ADM's motion could be taken positively without him being required to conduct the analysis based on the fact that ADM initiated the arbitration procedure before the Attorney General undertook his declaratory relief before the Court.

[16] Alternatively, Prothonotary Morneau found that it was up to the arbitration tribunal to determine its jurisdiction to hear the dispute between ADM and CBSA. In this regard, he noted the warning served by the Supreme Court of Canada in *Sattva Capital Corp v. Creston Moly Corp*, 2014 SCC 53, [2014] 2 SCR 633, against the practise of identifying extricable questions of law in disputes over contractual interpretation.

[17] More fundamentally, he found that resolution of the dispute between ADM and CBSA is not reduced to the mere application of section 6 of the *Customs Act*. On this issue, he is of the opinion that the analysis and review of the CIS Agreement, as well as the parties' conduct after said agreement was signed, are [TRANSLATION] "also required to find a solution to the main dispute."

IV. Issue and standard of review

[18] The Attorney General maintains that Prothonotary Morneau erred in two ways:

a. in determining, on the one hand, that the precedence of the notice of arbitration led to the automatic referral of the case to an arbitration tribunal; and

b. in finding, on the other hand, that the onus is on the latter, not on the Court, to decide which forum has jurisdiction to rule on the dispute between ADM and CBSA.

[19] As acknowledged by the Attorney General, it is well established that where an appeal relates to a discretionary decision made by a prothonotary, the Court will only intervene if said decision (i) addresses questions vital to the final issue of the case; or (ii) is "clearly wrong, in the sense that the exercise of discretion by the prothonotary was based upon a wrong principle or a

misapprehension of the facts" (*Z.I. Pompey Industrie v. ECU-Line N.V.*, 2003 SCC 27, [2003] 1 SCR 450, at paragraph 18; *Merck & Co. Inc. v. Apotex Inc.*, 2003 FCA 488, at paragraph 19, leave to appeal to SCC refused, [2004] SCCA No. 80; *Canada v. Aqua-Gem Investments Ltd.*, [1993] 2 FC 425, 61 FTR 44). Should either of these two situations arise, the Court then has jurisdiction to consider *de novo* the issue on appeal.

V. Analysis

A. *Precedence of the notice of arbitration*

[20] The Attorney General maintains that Prothonotary Morneau could not conclude that the issue of arbitrability of the dispute between the parties would automatically be referred to an arbitration tribunal merely due to the precedence of the notice of arbitration, because the arbitration tribunal had not yet been constituted at the time he filed his declaratory relief before the Court. He added that this situation is not unlike the one that prevailed in *Société en commandite Aires de service Québec (9192-6402 Québec inc.) v. Québec (Procureur général)*, 2012 QCCS 4115 [*Société en commandite*], in which the Superior Court of Quebec was found competent to rule on the issue of jurisdiction at the time, even though an application to submit the dispute to arbitration was pending. Lastly, he argued that this case differs from the case law invoked by Prothonotary Morneau in support of his finding on this point.

[21] However, in my view, it was open to Prothonotary Morneau to conclude as he did on that issue.

[22] On the one hand, the argument that the principle of precedence only applies once the arbitration tribunal has been constituted is not supported by the relevant legislation. In its relevant aspects, clause 10 of the Transfer Agreement stipulates that any dispute or disagreement that falls under said clause can be [TRANSLATION] "deferred to an arbitration tribunal" and "submitted by means of a written application" signed by either signatory. The clause states that the *Commercial Arbitration Code* [the Code], instituted by the *Commercial Arbitration Act*, governs the arbitration tribunal, which is formed of three arbitrators, with each party appointing its own arbitrator, the third being appointed by the two arbitrators selected by each party. For its part, clause 16 of the CIS Agreement refers to clause 10 of the Transfer Agreement and, therefore, the Code, by stipulating that any arbitrable question related to that Agreement must be referred to an arbitration tribunal in accordance with the terms of said provision.

[23] However, unless the parties agree otherwise, section 21 of the Code places the beginning of the arbitration procedure [TRANSLATION] "on the date on which the application to submit the dispute to arbitration is received by the respondent." The expression "arbitration tribunal" is defined in the Code as [TRANSLATION] "a sole arbitrator or a panel of three arbitrators," unless the parties agree on a different number of arbitrators.

[24] As we have seen, any arbitrable dispute or disagreement under the terms of the CIS Agreement must be submitted, by operation of clause 10 of the Transfer Agreement and clause 16 of the CIS Agreement, by means of a written application signed by either signatory,

and nothing in either of said Agreements words the beginning of the arbitration procedure differently from section 21 of the Code. In other words, there is nothing in this case that aligns the beginning of the arbitration procedure with the constitution of the arbitration tribunal.

[25] I note that it was nearly six months before the Attorney General filed his declaratory relief before the Court that ADM served the CBSA a [TRANSLATION] "Notice to submit a dispute to arbitration under the Commercial Arbitration Code" in connection with the dispute regarding the supply of rooms for the clearance of commercial goods. In the notice, ADM informed the CBSA of the identity of its arbitrator and advised the CBSA that it had 15 days to appoint their own.

[26] It therefore seems clear to me, in light of the provisions of both the Code and the two agreements at issue, that on September 29, 2014, the arbitration procedure had formally commenced, even though the constitution of the arbitration tribunal was only in the initial stage, and that, consequently, the arbitration procedure had already validly commenced when, in March 2015, the Attorney General initiated its declaratory relief.

[27] On the other hand, in *Dens Tech-Dens KG v. Netdent-Technologies Inc.*, 2008 QCCA 1245, leave to appeal to SCC refused, February 5, 2009, SCC No. 32819 [*Dens Tech*], the Court of Appeal of Quebec unequivocally held that once the arbitration process has begun, the parties [TRANSLATION] "cannot address the Superior Court beforehand to have it rule on an issue that falls within the arbitrator's jurisdiction and which it must address" (*Dens Tech*, at paragraph 26). It stated therein that the exception to the principle that it is the arbitrator's role to determine its jurisdiction to hear a dispute, which exception allows an

ordinary court to decide a question of law, only applied [TRANSLATION] "when the court is first seized of an action and then later presented with an application for referral under article 940.1 of the C.C.P." (*Dens Tech*, at paragraphs 25–26). It should be noted that article 944 of the *Code of Civil Procedure* [C.C.P.], as it read at the time of the *Dens Tech* ruling, determined, as does section 21 of the Code, that the arbitration proceedings commence on the date of service of the notice to the other party of its intention to submit a dispute to arbitration. Article 631 of the C.C.P., in effect in Quebec since January 1, 2016 (CQLR, c C-25.01), is to the same effect.

[28] In a recent case, the Superior Court of Quebec, as Prothonotary Morneau noted, reproduced the same principle (*Moreau v. Gagnon*, 2015 QCCS 3547, at paragraph 27 [*Moreau*]; see also *Aéroports de Montréal v. Société en commandite Adamax Immobilier*, 2010 QCCS 4606, at paragraph 22 [*Adamax*]).

[29] Contrary to the Attorney General's submissions, I see no reason not to apply the principle established in *Dens Tech*, and reproduced in *Moreau*, to this file. While it is true that the objection to the arbitrator's jurisdiction in *Dens Tech* first and foremost addressed the formal validity of the notice of arbitration, and not the arbitrability of the dispute per se, the Court of Appeal of Quebec nonetheless treated this objection as a question involving the arbitrator's jurisdiction, namely, that of determining the validity of the notice of arbitration (*Dens Tech*, at paragraphs 26, 31). As is true in this case, in that case, when the Superior Court was faced with the jurisdiction issue, the notice of arbitration had been served but no arbitrators had yet been appointed [*Dens Tech*, at paragraph 11].

[30] With respect to *Moreau*, if it is also true, as the Attorney General noted, that the Superior Court believed it had jurisdiction to decide the issue of the arbitrator's jurisdiction, that is, however, precisely because no notice of arbitration had previously been served in accordance with the arbitration agreement binding the parties [*Moreau*, at paragraphs 26–28].

[31] As regards *Société en commandite*, which the Attorney General urges the Court to follow and, in which the Superior Court of Quebec ruled on the arbitrator's jurisdiction even though a notice of arbitration was pending, I noted that strangely there is no mention therein of *Dens Tech*, of which I have no reason to believe that the Court of Appeal of Quebec excluded in its subsequent decisions and which authority remains undiminished among judges of the Superior Court of Quebec as we have seen in *Moreau* and *Adamax*. In this regard, I noted that in the two cases decided by the Court of Appeal of Quebec after *Dens Tech*, and cited by the Attorney General, the dispute between the parties was brought first before the Superior Court of Quebec, and not before the arbitration tribunal (*Ferreira v Tavares*, 2015 QCCA 844, at paragraphs 5, 10; *SMC Pneumatics (UK) Ltd. v. Bombardier Transportation*, 2009 QCCA 861, at paragraphs 17–18).

[32] I thus hesitate to rely on *Société en commandite* to base my criticism of how Prothonotary Morneau addressed, and ultimately decided, this issue.

[33] Regardless, with all due respect, I find that the approach taken in *Dens Tech* seems entirely consistent with the current state of the law regarding the arbitration system, including this Court's jurisdiction, which, in the name of the principle of respect for the freedom and

autonomy of the intentions of the parties, seeks to promote and facilitate application of the arbitration clauses and ensure their primacy.

[34] This is what I believe must specifically be understood from *Dell Computer Corp v. Union des consommateurs*, 2007 SCC 34, [2007] 2 SCR 801 [*Dell Computer*], in which the Supreme Court of Canada recalled that of the two schools of thought observable in international law over the degree of judicial scrutiny of an arbitrator's jurisdiction under an arbitration agreement, federal and Quebec legislators clearly opted for the one giving precedence to the arbitration process, under which arbitrators should be allowed to exercise their power to rule first on their own jurisdiction (*Dell Computer*, at paragraphs 69, 70, 80). This school of thought, associated with the principle commonly known as the "competence-competence" principle, thus tends to "prevent delaying tactics" (*Dell Computer*, at paragraph 70). That option is made at the expense of the school of thought that favours an interventionist judicial approach to questions relating to the jurisdiction of arbitrators. As the Supreme Court pointed out, that approach requires that the court must rule first on the arbitrator's jurisdiction so as to avoid a duplication of proceedings since, at any rate, it has the power to review the arbitrator's decision regarding his or her jurisdiction (*Dell Computer*, at paragraph 69).

[35] Closer to home, these principles were emphasized by this Court in *GPEC International Ltd. v. Canadian Commercial Corporation*, 2008 FC 414 [*GPEC International*], a case involving, like this one, an arbitration procedure governed by the Code. The Court noted therein that under the Code, "the determination of questions relating to their own jurisdiction falls squarely within the powers granted to the arbitrators themselves (see especially article 16)." I emphasize that under federal law, article 16 fosters the "competence-competence" principle. In

that case, where the arbitration process had already begun, the Court referred the parties to the arbitrator to rule on his or her jurisdiction to continue the arbitration process. The Court specifically ruled that, whenever possible, it was required to favour recourse to arbitration and discourage recourse to the ordinary courts "which necessarily have the effect . . . of halting an arbitration in mid-stream and frustrating the parties' desire to make use of this method for settling their disputes." It is worth reproducing the relevant excerpts from that decision:

> [18] On a review of the above quoted provisions of the Code, it seems clear to me that the determination of questions relating to their own jurisdiction falls squarely within the powers granted to the arbitrators themselves (see especially article 16). The Court is directed, by article 8, to defer any arbitrable questions to the arbitrators and, logically, this would include any question of the arbitrators' powers. That this is indeed the case is made even clearer by subsection 34(4). The highest authority ruled that objections to arbitrators' jurisdiction should be made to and decided, at least initially, by the arbitrators themselves (*Dell Computer Corp. v. Union des consommateurs*, 2007 SCC 34, [2007] S.C.J. No. 34 (QL). See also *Rogers Wireless Inc. v. Muroff*, 2007 SCC 35 at paras. 11-13, [2007] S.C.J. No. 35 (QL)).
>
> [19] Furthermore, it would appear to me that as a matter of policy the Court should, whenever possible, favour recourse to arbitration and discourage applications such as this one which necessarily have the effect (and perhaps even the object) of halting an arbitration in mid-stream and frustrating the parties' expressed contractual intention to make use of this method for settling their disputes. This is not a case in which the Court is called upon to apply the traditional three part test for granting interlocutory stays or injunctions (*(Manitoba (Attorney General) v. Metropolitan Stores (MTS) Ltd.*, [1987] 1 S.C.R. 110, [1987] S.C.J. No. 6 (QL); *RJR-MacDonald Inc. v. Canada (Attorney General)*, [1994] 1 S.C.R. 311, [1994] S.C.J. No. 17 (QL)). Rather, it is a case of the Court having no discretion but to give effect to a clear direction founded in both statute and in policy to respect the parties' expressed desire to submit to arbitration (*Nanisivk Mines Ltd. v. F.C.R.S. Shipping Ltd.*, [1994] 2 F.C. 662, [1994] F.C.J. No. 171 (C.A.) (QL)). It is not beside the point to note that the arbitrators have already held a full nine weeks of trial and have given a detailed and lengthy award resulting therefrom.

(See also: *Comtois International Export Inc. v. Livestock Express BV*, 2014 FC 475, at paragraph 34)

[36] I am aware that there are two exceptions to the "competence-competence" principle, which allow ordinary courts to decide on an arbitrator's jurisdiction if the challenge to the arbitrator's jurisdiction is based solely on a question of law or, in cases involving questions of mixed law and fact, the questions of fact require only superficial consideration of the documentary evidence in the record.

[37] However, I am satisfied that when faced with such a question when the arbitration process has already begun, it is open to an ordinary court, in the name of respect for the intentions of the parties and to preserve decision-making autonomy within the arbitration system, the legitimacy of which is henceforth fully recognized by Parliament (*Desputeaux*, at paragraph 40**)**, to determine that it is up to the arbitrator to rule first on this issue. In my opinion, that exception, so to speak, to the exceptions to the "competence-competence" principle, find solid support in both federal and Quebec case law dealing with the arbitration system. As the Court of Appeal of Quebec affirmed in *Dens Tech*, [TRANSLATION] "The exception to the general principle, which would enable the Superior Court to decide a question of law, as stated in Dell, only applies when the court is first seized of an action and then later presented with an application for referral under article 940.1 of the C.C.P.," which was precisely the case in *Ferreira* and *SMC Pneumatics (UK) Ltd.*, above.

[38] In light of all the foregoing, I therefore cannot be persuaded that, in finding that there is reason, given that the Attorney General's declaratory relief was initiated when the arbitration process had already commenced, to refer the dispute between ADM and CBSA to arbitration so

that the decision as to which forum has jurisdiction to rule on said dispute is first decided by the arbitration tribunal, the exercise of discretion by Prothonotary Morneau was based upon a wrong principle or a misapprehension of the facts and, as a result, is clearly wrong. I also cannot convince myself that that decision, insofar as it has the effect of suspending, not dismissing, the declaratory relief initiated by the Attorney General, addresses questions vital to the final issue of the case and that, consequently, a more strict standard of review should be applied. Regardless, I would have reached the same findings as Prothonotary Morneau, had ADM's motion first been submitted to me.

[39] I also agree with his view that the principle of proportionality is of no help to the Attorney General in this case. Moreover, I find it paradoxical to invoke this principle when Parliament and the courts have expended so many efforts for several years to recognize the legitimacy and importance of arbitration and to make it the preferred method of resolving disputes in matters to which it applies (*Desputeaux*, at paragraph 40). I also agree with ADM when it writes at paragraph 115 of its memorandum:

> [TRANSLATION] 115 If this reasoning were followed, one would have to conclude that the party who is served the notice of arbitration and who wishes to avoid it, would merely have to ignore the notice, come before the court and, lastly, ask it to rule not only on the arbitration tribunal's jurisdiction, but at the same time, on the merits of the dispute as well, in the interests of judicial economy.

[40] This is sufficient in my view to dispose of the Attorney General's appeal, especially since deciding whether or not the resolution of the dispute between ADM and CBSA is based exclusively on an interpretation of section 6 of the *Customs Act*, as the Attorney General is

asking us to do, would be tantamount to, in my view, deciding the arbitrability of the dispute and, in so doing, usurp the efforts of the arbitration tribunal.

B. ***The public order argument***

[41] Lastly, the argument intended to be, it seems, preliminary, to the effect that said dispute is not arbitrable because it raises an important matter of public order within the meaning of article 2639 of the CCQ, affects, in my opinion, the jurisdiction of the arbitration tribunal. For the reasons discussed above, it will therefore be up to it to dispose of, especially since some caution is appropriate in this case given that, as the Supreme Court noted in *Desputeaux*, a broad interpretation of the concept of public order in article 2639 of the C.C.Q. has been expressly rejected by the legislature, that public order arises primarily when the "validity" of an arbitration award must be determined, and that mere consideration of statutory provisions does not mean that the decision may be annulled or even that the arbitrator is not compelled to stay his or her proceedings (*Desputeaux*, at paragraphs 53–54; *Dens Tech*, at paragraph 31).

[42] The Attorney General's appeal will therefore be dismissed.

[43] ADM seeks costs, assessed at $1,920.00. Based on the Attorney General's submissions at the hearing, it is my understanding that he did not object to either the amount claimed or the manner in which it was calculated. Under the discretion vested in me in this regard, ADM is entitled to costs in the above amount, which I do not find unreasonable under these circumstances.

ORDER

THIS COURT'S JUDGMENT is that the appeal is dismissed, with costs to the respondent set in the amount of $1,920.00.

"René LeBlanc"
Judge

FEDERAL COURT

SOLICITORS OF RECORD

DOCKET:	T-373-15
STYLE OF CAUSE:	THE ATTORNEY GENERAL OF CANADA v AÉROPORTS DE MONTRÉAL
PLACE OF HEARING:	MONTRÉAL, QUEBEC
DATE OF HEARING:	MARCH 16, 2016
ORDER AND REASONS:	LEBLANC J.
DATED:	JULY 8, 2016

APPEARANCES:

Jacques Mimar Mariève Sirois-Vaillancourt	FOR THE APPLICANT
Mark Phillips Daniel Grodinsky	FOR THE RESPONDENT

SOLICITORS OF RECORD:

William F. Pentney Deputy Attorney General of Canada Montréal, Quebec	FOR THE APPLICANT
Borden Ladner Gervais Barristers & Solicitors Montréal, Quebec	FOR THE RESPONDENT