

witnesses anywhere who feel they have a case to present or a point of view to present to this committee, who appear here, will feel that they are given a fair hearing. I think it is important that the witness himself, when he goes home, will feel that he has had a fair hearing.

I think it would be only courtesy to this witness and to others perhaps to point out that some of the features of the various presentations have already been presented before us, and it is for this reason perhaps that the members of this committee are not picking up the challenge of some of the more provocative statements that appear in his brief. I would also point out that Mr. Bartholomew has shown a special interest in coming down here to present his brief.

One thing he has said which I would like to pick out is this. He made a statement when I think he used the percentage that 95 per cent of the treaty was written by the United States.

Mr. BARTHOLOMEW: I think I said 75 per cent.

Mr. GROOS: Yes, you did say 75 per cent.

Mr. BARTHOLOMEW: I said about 75 per cent.

Mr. GROOS: You recognized that parts of the treaty were written by the United States from the fact that they just could not have been written by a Canadian. Is that correct?

Mr. BARTHOLOMEW: I did, sir.

Mr. GROOS: I do not wish to ask you to particularize there, but could you make a general statement such as this: You indicate that the advantages to the United States outweigh the advantages to Canada to the extent of three to one as far as this treaty is concerned?

Mr. BARTHOLOMEW: Yes sir, and I would refer particularly in that respect to annex B which bothered our Canadian ministers. The former minister of justice has written letters in *Engineering Construction and News Record*, or something like that, in which he declared that the treaty permits Canada to develop optimum power at their dam sites without penalty. The same thing was in fact stated by the Hon. Paul Martin. He disputes the interpretation of the annex B, which is a very difficult clause and one to be understood only by a person who was experienced in these matters. It was easy to make a mistake. I feel quite sure that annex B for example, and annex A were essentially written by the United States. Here you have a flat contradiction in clause (7) of annex B. In step one, and you have it carried over again into the protocol where they tie in the whole of the North American system to the northwest power projects. These increments in the system dimensions can only produce an earlier diminution of treaty benefits; they do produce an earlier conversion to peaking and thermal displacements benefits.

There is no definition of thermal displacement in the treaty. We are supposed to assess it. I am sure that if I had written a definition of thermal displacement energy, the energy benefits would not have diminished, and I think if Mr. Davis had written a definition of thermal displacement energy, they would not have diminished. But they were written by the United States before he came into the picture.

Mr. GROOS: I have no further questions.

The CHAIRMAN: Mr. Stewart.

Mr. STEWART: I think the witness has been very generous with his time and I will not ask any questions.

Mr. WILLOUGHBY: Mr. Chairman, I have one or two things which, in my ignorance, I would like to have made a little clearer. In the beginning of the brief the witness read from the United States engineering report that the increase in demand will be slow in British Columbia. Can you tell us how much the increase has been since 1958?