

I am looking for a quotation where it says that the United States will make such modifications provided it is not to its disadvantage. I am referring to article XII.

If the United States of America determines that the variation would not be to its disadvantage it shall vary the operation accordingly.

The United States had precisely the same privileges and rights in controlling the Kootenay water in the protocol as it had in the treaty. There is no improvement there whatsoever. I feel this is a glaring case where we have uncertainty. Why did the protocol not say that the United States will release water from the Libby dam in monthly periods to create in Canada an increment of firm power benefits in the lower Kootenay river? That is missing and we have to assume it is there. That is my first comment on the minister's statement.

The minister then writes:

Under both the treaty and the protocol the United States has the right to deviate from such a co-ordinated operation to protect its own generating potential.

If they do that it can only be to Canada's disadvantage. You cannot afford to install and build a plant for furnishing firm power on the lower Kootenay river unless you can be assured of a river which will support a firm power load.

This is understandable in a situation where Canada receives the whole of the downstream power and flood control benefits occurring in Canada from Libby without having to pay anything towards the cost of Libby except for the limited part of the reservoir in Canada.

I can say in regard to that that in 1959 Mr. Williston made a speech in the house in Victoria in which he stated that the Americans had consented to discuss the payment to Canada for part of the benefits created at Libby. The negotiations in this direction were suspended at that time because the two countries were going to engage in discussions that might lead to a treaty. Canada has changed its opinions since then.

Mr. MACDONALD: I have a supplementary question. Is Mr. Bartholomew aware that Montreal Engineering, in its 1964 study, had determined that in fact the provisions will permit the production of 200,000 additional kilowatt years on the West Kootenay plant?

Mr. BARTHOLOMEW: I know there will be 200,000 kilowatt years.

Mr. MACDONALD: Of firm power.

Mr. BARTHOLOMEW: Let us put it into the treaty. If it is to be there why leave it up in the air, why not assert it?

Mr. MACDONALD: They have determined that in fact it is assured.

Mr. BARTHOLOMEW: Personally I have no confidence in their assurance. They cannot compel the United States to make their releases to suit the generation of firm power below Kootenay.

Mr. MACDONALD: Their opinion is that according to the protocol this will be the result. You are inviting us to put your opinion over that of Montreal Engineering.

Mr. BARTHOLOMEW: I am asking you to take the wording of the treaty, not to guess how it is going to turn out.

Mr. MACDONALD: I am asking you to take the treaty within the facts, and from the studies made by Montreal Engineering this in fact will be produced.

Mr. BARTHOLOMEW: I cannot agree that Montreal Engineering could guarantee that the United States will release 200,000 kilowatts of average energy monthly to create firm power. Would they give you a bond to that effect?