claim settlements in the western Arctic. In addition it will bring a new system of resource management to the Mackenzie Valley. Indications are that this act will create still additional boards to co-ordinate the activities of the others. Where will it end, bureaucracy on top of bureaucracy?

The agreement provides for a most elaborate process of negotiations in the future to conclude agreements on Sahtu Dene and Metis self-government. This framework agreement is set out in appendix B of the agreement. It is important to note this framework agreement contemplates negotiations on the transfer of legislative-making powers to the Sahtu Dene and Metis over a long list of 18 subject matters.

One has to question the necessity of this given the fact the agreement we are debating today deals with virtually every aspect of these people's lives. The real question is: Is self-government necessary or appropriate for so few people scattered over such a wide area? Whether or not a self-government agreement is negotiated remains for the outcome of future negotiations.

• (1310)

I would stress the fact that self-government arrangements or agreements must provide that the laws passed by legislative bodies and governments of the aboriginal peoples and the administrative practices of such governments must comply with the Canadian Charter of Rights and Freedoms. To be certain this will be the case, it may well be necessary to amend section 32 of the Constitution to specifically provide that the legislation passed and administrative action taken by aboriginal governments will be subject to the charter.

Perhaps the minister could advise the House whether the Minister of Justice has examined this issue and expressed an opinion as to whether or not the actions of aboriginal governments are now covered by the Charter of Rights and Freedoms, or whether an amendment to the Constitution is required.

If approved, Bill C-16 constitutionalizes the agreement within the meaning of section 35 of the amendments to the Canadian Constitution which came into force in 1982. While the full scope of this constitutional protection is not clear, it almost certainly means the agreement can only be amended by resorting to the appropriate part of the amending formula set out in the Constitution. If it be otherwise, constitutional protection means nothing.

When one looks at the amending formula in the Constitution there are no less than six different formulae, only one of which is designed to be used in a particular circumstance. The fact of the matter is that none of them fit the case of an agreement entered into by the Government of Canada and a tribal council of native peoples. When the amending formula was designed there was no thought given to devising constitutionally entrenched land claim agreements between an Indian band and the Government of Canada.

If this had been an agreement between the Government of Canada and a single province then section 43 would apply and the agreement could only be amended by consent of both the provincial legislature and the Government of Canada. However, the Sahtu Tribal Council is not a province and it is unclear how this agreement can be amended.

Section 41, which is the general amending formula, might be the only amending formula available in this case. The irony is that this general amending formula requires not only a resolution of Parliament, but also of at least seven provincial legislatures. Of course this is totally inappropriate.

There are two aspects of constitutional entrenchment that cause me concern. First, this is a complicated agreement. I think it unwise to constitutionalize such detail given the uncertainty as to how it can be properly amended.

I am well aware clause 3.1.26 of the agreement provides that once the agreement is in force it may be amended by consent of the cabinet and the Sahtu Tribal Council. If this is so, it is difficult to see that the agreement has protection under section 35 of the Constitution.

My second concern is to question the wisdom of entrenching all of the detailed provisions of the agreement until it has been in force for a period of time to consider whether or not it is workable.

It would be preferable to constitutionalize the land rights and perhaps the other benefits to be paid. All of the administrative and regulatory provisions should not be constitutionally entrenched to ensure flexibility as circumstances dictate.

• (1315)

Who are we to say we know what is best for future generations in those areas? If there is to be certainty, finality and stability to these land claim agreements, there must be the extinguishment of any claim to other undefined and uncertain aboriginal rights over land that might be put forward in the future.

I am therefore pleased to see under clause 3(1)(11) that in consideration of the rights and benefits provided under this agreement, the Sahtu Dene and Metis release and surrender to the Government of Canada all their claims, rights, title and interests if any to other lands and waters anywhere in Canada.

I am pleased to see such a provision in this agreement. It is rumoured that the minister does not favour extinguishment clauses in agreements of this kind and that he has instructed departmental staff to expunge from their vocabulary the word extinguishment.