

*Expropriation*

nothing here which provides for compensation upon the cancellation of leases granted in respect of land upon which hotels and motels are built.

The section of the act in question says that if any portion of the rent is unpaid for 30 days, a formal demand having been made, or if the lessee fails to perform any covenant in the agreement, or if he breaks any of the park regulations, the minister may terminate the lease. It is the minister who decides. He is all-powerful. He is the court which will determine whether the regulations have been broken. This is what happens, Mr. Speaker, after people have been encouraged to put their money into projects to serve the needs of tourists. Anyway, who would know whether lessees are in breach of some of these regulations? It is a most complicated document. Browning said of one poem he had written: When I wrote it only God and I knew what it meant; now, only God knows. The same applies to this document. On one point, however, section 23 is very clear. It states that on the termination of the lease all the improvements, all the fixtures, all the fittings, go back to the Queen without compensation. I listened to the minister's fine words. But it is like talking about the just society; words are one thing, but you have to look for deeds. In saying this, I am not criticizing the minister himself because the subject I have been discussing does not directly concern his department. Nevertheless, I hope he will look into this question. I doubt very much whether this measure will help anyone in connection with leases. The Prime Minister (Mr. Trudeau) said while speaking in Saskatchewan during the election campaign that if the farmers were not efficient the state would take the farms over and lease them out. Well, if this is the kind of lease a tenant will get, it will not be of much help to him.

There are one or two other points I should like to make. One has to do with tender of offer. It has been asked: What is the purpose of this clause which provides that the offer of compensation should "forthwith, upon the acceptance of the offer, be paid"? In what circumstances would an owner decline to accept the offer, since he might do so without prejudice to his claim for additional compensation? Would it not be simpler to provide in plain language that the amount of the offer should be tendered together with a notice drawing the owner's attention to the fact that he can cash the cheque without prejudice to any claim for additional compensation,

saying, in other words, that if he did not like the offer he could take his objection to court. To me, this would be streamlining the law and bringing in some measure of equality for everybody.

Now, I turn to this matter of definitions. One of the hardest things about these expropriation acts is to arrive at clear definitions of what is meant by the value to the owner, market value at the time of expropriation, and so on. There are scores of cases on this point.

● (2:10 p.m.)

Professor Eric C. E. Todd of the faculty of law at the University of British Columbia said about this act that the definition of market values is a clumsy thing. I agree with him, because when you are talking about marketing value at the time of the taking of the property you become involved in the principles of the Fraser and Woods cases for example, one of which went to the Supreme Court of Canada. The decisions in those cases went so far as to say that market value is not only the value of the land as a piece of agricultural land but is also its future potential. The courts have been reluctant to apply that principle.

We might refer to the famous Indian case that went to the Privy Council on the principle of future potential. This is like the Lake Louise case in which I was involved. The townsite had already been surveyed when the government built the road. They needed only 2½ acres but took the whole 40 to 50 acres. The Crown said it was needed for park purposes. The government then built the townsite. I suggested to the court, although they did not follow me, that the future potential was there and the government should have paid for the land on its townsite value.

If a piece of land had been taken in the city of Calgary, Montreal or Toronto, it would have been fine, because the courts and even the department would have applied this principle. They would not apply it in the case to which I have referred. I think the definition in the Ontario act to which the minister has referred is very much better than that in the federal act. Professor Todd said it is a very clumsy definition of market value and introduces the novel element of "fully paid for in cash". He said that if this element were retained it would either be ignored in practice or would cause considerable difficulty when using comparable sales in order to ascertain market value.