

New Brunswick Reserves Agreement

The main clause in the agreement states that it will settle all outstanding problems. Perhaps the minister can explain the purpose of these words. It may be that the province of New Brunswick should be asked to amend the wording of this clause, which can only apply to the problems concerning the lands forming part of the Indian reserves in the province, because certainly this bill will not settle all outstanding problems on Indian reserves by any means.

In conclusion, Mr. Speaker, I repeat that we support the passage of this bill which will eliminate the confusion about which I spoke, and will subsequently bring about better business relationships between parties interested in surrendered lands.

Mr. Frank Howard (Skeena): On behalf of the C.C.F. I want to make a few comments in support of the bill before us and to express appreciation to the minister and the government that the federal government and New Brunswick have been able to reach a satisfactory conclusion to this matter. We are particularly pleased with the reference in the bill to minerals, and to the fact that a band does not become extinct by reason of its enfranchisement. If a band should become enfranchised, they would still retain the land which has been set aside for them.

I should like to say to the minister that any time she and the province of British Columbia, and particularly the Indian bands in British Columbia, could reach some sort of agreement which will satisfy the claims of the Indians in British Columbia in so far as the British Columbia land question is concerned, we would be pleased to support that also.

Hon. J. W. Pickersgill (Bonavista-Twillingate): Just before the minister replies, I may say that I have nothing to add to what the hon. member for Northumberland-Miramichi (Mr. McWilliam) said about the bill in general. However, there is a special situation in connection with one of the reserves at Big Cove in the county of Kent about which the hon. member for Kent (Mr. Michaud) asked me to say a word. It is a legal question, and is the result of litigation between someone who the court decided really owned the land and whose land was trespassed upon by the Indians on the reserve. This person got a judgment in 1958 against the Indians, but of course the judgment is really worthless because there can be no execution against the Indians. It did seem to me the minister might look into it and see whether, in real equity, the crown ought not to do something about it.

Mrs. Fairclough: Mr. Speaker—

[Mr. McWilliam.]

Mr. Speaker: I must inform the house that if the minister speaks now she will close the debate.

Mrs. Fairclough: I do not think there is much comment called for at this time. I should like to assure the hon. member for Bonavista-Twillingate that I shall be glad to look into the particular case he has cited.

With reference to the words which were protested by the hon. member for Northumberland-Miramichi, if I may use so strong a word, I think it must be considered that this agreement was drawn and passed first by the legislature of New Brunswick. I agree that probably the words he quoted, that is "to settle all outstanding problems", are a little broad. Nevertheless it was the true intention of the bill, as understood by both New Brunswick and Canada, that the agreement was to cover the outstanding problems in this particular field which were the main ones interesting the two governments at that time. These same words, I think, were copied from former agreements that were entered into between the provinces and the federal government, and have been used on several occasions, notably in 1912 and again in 1924. I am sure there is no real objection to their appearance in this bill.

Motion agreed to, bill read the second time and the house went into committee thereon, Mr. McGee in the chair.

Clause 1 agreed to.

On the schedule.

Mr. Howard: In so far as the schedule is concerned, I pose a question to the minister which arises from clause 6, subclause 4, paragraphs (a), (b) and (c), with respect to the appointment of an arbitration board to deal with differences which may arise. Paragraph (a) reads:

Canada and New Brunswick shall each appoint one arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator—

I wonder what would take place if the two arbitrators so appointed were not able to agree on the third arbitrator. What steps would be taken to select him? I do not know whether this would ever be a possibility, but I know that in arbitration cases in other instances, dealing with other matters, it arises. There is usually provision for the selection of the third arbitrator when the two participating parties are not able to agree.

Mrs. Fairclough: I think that is such a hypothetical question that it raises the problem of giving an answer which might be taken as a ruling, but I would think the usual law would take over. Personally I am not concerned about this section. I do not think we will run into any difficulty.