

Mr. BARTHOLOMEW: I would like them to, yes. But I do not see any obligation on them to do so. However, I agree with you we should have provided for that in the treaty. I suggest that if Canadians had written that clause, such provision would have been explicitly provided.

Mr. RYAN: But my point is it is, and there is no reason to worry about it.

I would direct your attention now to page 15 of your brief, 3-19, articles 18 and 19, where it says:

It is also stated that 10 years notice must be given at the end of 50 years if the treaty is to be terminated at the end of the treaty term.

I direct your attention now to article XIX of the treaty itself, at page 73 of the white paper and, particularly, to clauses (1) and (2). Clause (1) states:

The treaty shall come into force on the ratification date.

Clause (2) states:

Either Canada or the United States of America may terminate the treaty other than article XIII (except paragraph (1) thereof), article XVII and this article at any time after the treaty has been in force for sixty years if it has delivered at least 10 years written notice to the other of its intention to terminate the treaty.

My point is that notice can be given at any time after ratification. We do not have to wait until after the 50 year period to give this 10 year notice.

Mr. BARTHOLOMEW: I think you are right. But, the implication is if you wait longer than 50 years you have to give 10 years notice and, therefore, if you give it at the end of 50 years it ends at 60; but, if you wait until 51 years it will go on for 61. If I have not expressed that clearly that is the intention I tried to convey.

Mr. RYAN: I just wanted to clear that matter up.

My final question is in respect of your second paragraph on page 24, where you say, in dealing with your page 3 of the protocol:

Canada might well be compelled to release Mica water at a rate far exceeding her own ability to use it, and thereby depriving Canada of energy which she would require later on.

I would like to direct your attention to clauses (3) (4) and (5) of article VI at page 63 of the white paper, where it says in clause (3):

For the flood control provided by Canada under article IV (2) (b)—
And, this is the emergency flood control during the treaty term.

—the United States of America shall pay Canada in United States funds in respect only of each of the first four flood periods for which a call is made 1,875,000 dollars and shall deliver to Canada in respect of each and every call made, electric power equal to the hydroelectric power lost by Canada as a result of operating the storage to meet the flood control need for which the call was made, delivery to be made when the loss of hydroelectric power occurs.

Now, going on to paragraph (4) it says:

For each flood period for which flood control is provided by Canada under article IV (3) the United States of America shall pay Canada in United States funds:—

And this is the time after the termination of the 60 year period when the treaty is not renewed.

—(a) The operating cost incurred by Canada in providing the flood control, and

(b) Compensation for the economic loss to Canada arising directly from Canada foregoing alternative uses of the storage used to provide the flood control.