

*Expropriation*

value that unique land which might be the subject matter of an Exchequer Court action, than a stranger to the community.

I think the minister is acquainted with Mr. Jack Safian, Q.C., of Regina. I believe Mr. Safian mentioned to the minister at the meeting of the Canadian Bar Association his thoughts on this matter. He emphasized that in his view a judge with local knowledge could do a much better job, not only from the point of view of the litigant, but also for the court. Let us set up in this country courts before which all can appear. Let us not set up courts which are so expensive to litigate in that only those with money can afford to retain counsel to argue their cases. The Minister of National Health and Welfare has high ideas about lawyers, and his recent criticisms did not please the bar.

What other advantages would flow from giving our high courts concurrent jurisdiction? At present, if you are not satisfied with an Exchequer Court judgment, you must appeal to the Supreme Court of Canada. And may I say this, Mr. Speaker. All lawyers concede that the higher the tribunal before which one pleads, the more courteous is the hearing one receives. No matter whether counsel comes from a village, town or city, the Supreme Court of Canada will invariably grant him a courteous hearing; and for that I commend the court. But, Mr. Speaker, appealing to that court is very expensive. For example, I once considered appealing a case involving compensation. The cost of the evidence alone and of the appeal books was somewhere between \$6,000 and \$7,000. Of course, counsel fee would have to be added to that sum. In addition, anyone contemplating appealing in Ottawa must retain an agent to file all the necessary documents with the Supreme Court of Canada. If provincial appeal courts were empowered to hear appeals from the Exchequer Courts, litigants could stay in their own province, have their appeals heard by provincial courts of appeal, and save a great deal of money.

I hope the minister is sincere in his intention to give all people equal opportunities to appear before the courts; because, Mr. Speaker, as we all know, at present there is one law for the rich and another for the poor. I do not think passage of this bill will remedy that state of affairs.

May I deal now with the question of leases in parks, Mr. Speaker. What are the factors we must consider when studying the question of expropriations in this area? At one time

some of the land in the parks of Canada—and I am dealing with the question of expropriation at this time—was held in fee simple. Other land was held under 99 year leases, and still other land was held under leases in perpetuity. Of course, other land was held with leases to run for a term certain of, say, 42 years, and provision was made for renewal of the lease for certain periods. A big change has taken place in this area, Mr. Speaker. Anyone now wishing to build a hotel or motel to serve the tourist trade must obtain a lease from the government. At the end of 42 years or some other term that person may renew his lease for an additional five or ten years. Nevertheless, at the end of the 42 years or the term certain, title to all the buildings erected on the land reverts to the government, and no compensation is paid.

I studied a lease over the weekend, and what does it say, Mr. Speaker? May I point out that property erected on such leased land often costs between \$600,000 and \$700,000. Ordinary people may put up, say, \$100,000 of their own money and a syndicate may put up the rest. The point is that all this property reverts to the Crown at the expiry of the lease. Clause 16 of the lease I have in my hand reads:

● (12:50 p.m.)

(1) Where

(a) any portion of the rent is unpaid for more than thirty (30) days after it becomes due whether formally demanded or not;

(b) the Lessee fails to perform, observe or keep any of the covenants and agreements herein contained; or—

(c) the Lessee violates any of the provisions of the National Parks Act—

The Minister can on notice, and in some cases without notice, cancel the lease prior to the 42 year term. I will now refer to termination of the lease. This is the important part. It shows us the power of the Crown. Section 23 reads as follows:

On termination of this lease all structures, fixtures and improvements which have been affixed or placed on the land at the expense of the Lessee will become the property of Her Majesty.

Referring back to the other clause, it is easy to determine whether the lessee has paid his rent. Section 16 refers to the lessee failing to perform, observe or keep any of the covenants and agreements, and there are many, but under this document who has the discretion to decide whether he has observed them or not? The Minister has full discretion.

I challenge anyone in Canada to say he knows all the regulations that govern parks.