

NORTHERN QUEBEC INUIT ASSOCIATION

Brief to the House of Commons
Standing Committee on
Indian Affairs and Northern
Development on Bill C-9

February 3, 1977
Montreal, Quebec

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INTRODUCTION

We, the Inuit of Northern Quebec and Port Burwell, are pleased to appear before the Standing Committee on Indian Affairs and Northern Development and welcome the opportunity to express to you our views with respect to the James Bay and Northern Quebec Agreement and Bill C-9. We intend to elaborate upon our position with respect to the Agreement and the Bill and shall be pleased to answer your questions in this regard. We have, however, chosen to restrict this Brief to those issues which have remained unresolved for us and which have led us to qualify our support of the passage of Bill C-9. It is in a spirit of protecting the rights and benefits we have obtained in the Agreement and not in a spirit of opposition to the Agreement that we draw your attention to these unresolved issues.

A. LAND SELECTION

The land and its protection are intrinsic to the Inuit way of life and are central to the James Bay and Northern Quebec Agreement. Nevertheless certain land selections remain incomplete and the Inuit have in the past year encountered some difficulties in land negotiations with Quebec. (For the history of land selection problems to October 1, 1976, please see Appendix A-1)

With respect to Category I lands (lands to be owned by the Inuit), the issues which remain outstanding have been narrowed to the following:

- finalization of the selection at Leaf Bay;
- selection of 18.6 square miles of land at Aupaluk.

With respect to Category II lands (lands in which the Inuit shall have exclusive hunting and fishing rights), the following issues remain outstanding:

- finalization of the selections near the communities of Sugluk and Payne Bay.

However, in addition to individual Category II land selections which remain outstanding, there exist two serious elements which tend to complicate and jeopardize land negotiations at this time. These are the following:

- 1) Quebec, in its letter of October 25, 1976 and at our most recent meeting of December 20, 1976,

has taken the position that it will reopen those Category II selections already agreed upon by the parties at a meeting last August 30, 1976 for the purpose of providing each provincial department concerned and Hydro-Quebec with another opportunity to raise objections to each selection. In fact new objections in the form of new criteria have been raised with respect to certain Category II lands the selection of which we had understood was finalized. (See Appendices A-2 and A-3)

- 2) Furthermore, Quebec and its agent, Hydro-Quebec, will not agree to certain Category II land selections unless the Inuit agree to never invoke sociological impacts or factors for the purpose of opposing or hindering possible future hydroelectric projects on all of the major rivers in Northern Quebec namely, the Coast, Nastapoca, Payne, Leaf, Caniapiscau, Larch, Great Whale, Little Whale, Whale and George rivers.

This condition, unfortunately, has nothing whatsoever to do with the selection of Category II lands and seeks to seriously limit the application of the environmental and social impact assessment procedure negotiated under the Agreement as one of the principal means of studying and remedying the effects of future developments on native people, their cultures and their economies.

RECOMMENDATION

That the Standing Committee on Indian Affairs and Northern Development recommend to the Federal Government:

- 1) That in conformity with its general trust obligations towards Native people, it should oversee land selection negotiations with a view to ensuring the continuance and swift resolution of this process in accordance with the terms and conditions set forth in the Agreement;
 - 2) That it recommend to Quebec that any individual Category I or Category II land selection, once agreed upon between the parties, be finalized.
-

B. AMENDMENTS TO BILL C-9

In proposing amendments to Bill C-9, the Inuit are not attempting to renegotiate an Agreement which we have already accepted. We are merely trying to secure "suitable legislation" which, in accordance with Section 2.5 of the Agreement, would "protect, safeguard and maintain the rights and obligations contained in the Agreement."

To this effect we have suggested that Bill C-9 should include, among others:

- a) a preamble outlining the purposes of the Bill and recognizing the continued trust responsibility of the Federal Government and the

necessity to provide adequate appropriations to carry out the obligations found in the Agreement;

- b) clear provision for enforcement of the Agreement by the Native beneficiaries and corporations established under the Agreement;
- c) provision for a report by the Minister of Indian Affairs every two years on the progress of implementation of the Agreement and in addition a report after twenty years on the status of Native people in Quebec.

We have been meeting with the Federal Government and making good progress on these amendments. It has been indicated to us, however, that agreement upon these amendments is in some, if not all, cases subject to the approval of Quebec and the Crees, both of whom have reserved their positions. (See Appendix B-1 for details of these amendments)

In addition, it is foreseen that in certain instances, similar amendments will be needed in the Quebec law (Bill No. 32) since the two bills constitute parallel legislation.

RECOMMENDATION

That the Standing Committee on Indian Affairs and Northern Development recommend that Canada and Quebec make suitable amendments to Bill C-9 and Bill No. 32 respectively so as to comply with the obligations undertaken in Section 2.5 of the Agreement.

C. EXTINGUISHMENT OF RIGHTS OF INUIT OF PORT BURWELL
(OUTSIDE QUEBEC)

Bill C-9 purports to extinguish the rights of the Inuit of Port Burwell in all of Canada and not only in Quebec. This is the present situation despite the fact that the rights and benefits received as compensation under the Agreement only correspond to the territory within the province of Quebec.

At the time the James Bay and Northern Quebec Agreement was signed and the provision for extinguishment in all of Canada of the rights of the Inuit of Port Burwell included in the Agreement, it was commonly understood by all the parties that negotiations with respect to certain additional Federal undertaking respecting offshore islands would be completed before Bill C-9 was presented. It was only on this basis that the Inuit representatives had agreed to insert such a broad extinguishment clause and this was one of the material representations upon which the Inuit of Port Burwell relied when ratifying the Agreement in March 1976.

It has been evident for some time now that it was not reasonably possible to arrive at any agreement of the offshore rights of the Inuit of Port Burwell prior to the presentation of Bill C-9 for passage in the House of Commons. This is largely due to the limited human and financial resources of the Northern Quebec Inuit Association and the full schedule of other important matters which have occupied our staff over this past year.

For the Inuit of Port Burwell to negotiate their offshore rights with their native title and claims already

extinguished throughout Canada, places them in an obviously disadvantageous position and seriously prejudices their chances of achieving a fair and equitable settlement. There already exist enough inequities in the respective bargaining positions between the governments and the Native peoples without adding extinguishment of native title before settlement.

Therefore, as stated on many previous occasions and restated in a letter dated December 7 from C.W. Watt to the Honourable Warren Allmand, Minister of Indian Affairs:

"The only fair solution under the circumstances is to amend the Agreement, a situation your predecessor, the Honourable Judd Buchanan, left open for discussion and which you personally promised to examine. The rights of the Inuit of Port Burwell should only be extinguished within Quebec where they have secured their compensatory rights and benefits. By extinguishing the rights of the Inuit of Port Burwell in all of Canada, without full knowledge and consent of the Inuit as to the nature and scope of the corresponding rights and benefits, Canada is virtually forcing the Inuit to sign a "blank cheque" in Canada's favour."

As also stated in the past, we are prepared to postpone any partial benefits in the James Bay and Northern Quebec Agreement which are determined to be compensation for rights existing outside of Quebec in favour of the Port Burwell people until such time as a complete settlement is reached in the offshore area.

Beginning as early as July 9, 1976, we have made repeated requests to the Federal Government to amend the

Bill C-9 so as not to extinguish the rights of the Inuit of Port Burwell beyond Quebec. To date, these requests have not been acceded to. (For relevant correspondence, see Appendices C-1 to C-4 inclusive)

RECOMMENDATION

That the Standing Committee on Indian Affairs and Northern Development recommend that the Federal Government make the necessary amendments so as to only extinguish the rights of the Inuit of Port Burwell within the province of Quebec and not in all of Canada until such time as an agreement for the offshore area outside of Quebec is completed.

D. COSTS OF THE LAND CLAIMS SETTLEMENT

We have made repeated requests of both the provincial and federal governments for the reimbursement of part of the ongoing costs of the Inuit land claims settlement from November 11, 1975 to the present day. These requests have to date met with little success. (For a description of the nature of our costs see Appendix D-1)

It would appear that the legal obligations to pay the costs of the land claims settlement falls on Quebec. The basis for this obligation is found in section 2(c) of the Quebec Boundaries Extension Act of 1912:

"The said province shall bear and satisfy all charges and expenditures in connection with or arising out of such surrenders."

The provision is clear. Quebec's legal duty is to pay not only the costs of negotiations up to the signing of the Agreement, but also all other costs arising out of this continuing settlement process. (See Appendix D-2 attached herewith for greater detail)

In our letter of November 17, 1976, we made a request for reimbursement and presented Quebec with preliminary figures for ongoing costs of the settlement. In their response to our letter of November 25, 1976, Quebec denied our request by stating that it had already fulfilled all its obligations in this respect. (See Appendices D-3 and D-4 for these letters)

It was never our understanding nor was it ever contemplated that the Inuit would have to use their compensation monies to pay the ongoing costs of negotiation and implementation of all Sections of the Agreement. Such an interpretation appears to be inconsistent with the terms and conditions of the Agreement in that we can hardly begin to invest our monies for the stated objectives of economic and social development of the Inuit if such monies must be depleted to ensure that we receive other benefits provided for in the Agreement, such as the establishment of local and regional governments.

What we seek at this time is suitable acknowledgement by both governments that part of ongoing negotiation and implementation costs from November 11, 1975 will be borne by the responsible governments. We have suggested that a procedure for determining which ongoing costs are properly the responsibility of governments and for securing funds for such costs be worked out among the parties.

Clearly, it is a federal responsibility to ensure that section 2(c) of the Quebec Boundaries Extension Act of 1912 will be fulfilled.

RECOMMENDATION

That the Standing Committee on Indian Affairs and Northern Development recommend suitable acknowledgement be provided to N.Q.I.A. by the federal and Quebec governments that funding will be supplied where applicable both for completion of outstanding negotiations relating to the land claims settlement and for implementation of the various governmental and quasi-governmental bodies and programs which form a significant portion of the benefits under the Agreement.

E. INUIT BENEFICIARIES: THE "LAWFUL SPOUSE" ISSUE

We have requested the deletion of Section 3.2.5(c) of the Agreement which entitles lawful spouses of Inuit beneficiaries, whether such spouses are of Inuit or non-Inuit ancestry, to benefit under the Agreement. (See Appendix E-1 for further details)

It is our view that insofar as the Agreement is essentially a native claims settlement for the Inuit of Northern Quebec, spouses not otherwise eligible, particularly those of non-Inuit ancestry, should not be eligible for all purposes under the Agreement. In view of the fact that the Inuit have opted for non-ethnic forms of local and regional government and for non-ethnic structures in respect of the health and education provisions of the Agreement, such spouses

resident in the territory would in any event benefit indirectly from the application of the provisions of the Agreement.

Quebec has now indicated that it is prepared to seek with us a solution which would satisfy both our objections to this section and their concern that all Inuit families enjoy certain basic community rights, whether or not one of the spouses is of non-Inuit ancestry.

RECOMMENDATION

That the Standing Committee on Indian Affairs and Northern Development recommend that the Federal Government continue to assist the Inuit in their efforts to obtain an amendment to Section 3.2.5(c) of the Agreement as aforesaid.

CONCLUSION

We have signed the James Bay and Northern Quebec Agreement and we are prepared to respect our obligations under it. We are not here to renegotiate its terms and conditions except with respect to two specific issues. One of these is the extinguishment of the claims of the Inuit of Port Burwell outside of Quebec. This extinguishment was supposed to have occurred within the framework of an Offshore Islands Agreement to be signed before passage of the Federal Bill now before the House. Thus, in this case, we are dealing with a revision imposed by unforeseen circumstances. The other issue concerns the definition of the lawful spouse beneficiary. We admit we have had second thoughts on this

definition since signing the Agreement; however, the change we request is of minor consequence to the governments involved.

The other issues we have mentioned in this brief do not concern the Agreement itself, but stem from the implementation of the Agreement and from our fears that future execution of the Agreement might be jeopardized by inadequate validating legislation. These issues are of sufficient importance to us that until they are solved, we cannot lend our unqualified support to the passage of Bill C-9. We ask that you understand that, to us the Inuit of Quebec, this Bill marks a historic point of no return. We cannot be faulted for making a final attempt to resolve conflicts, and to ensure that legislation so important to us is as carefully drafted as the occasion demands.

We look forward to resolving these conflicts, if for no other reason that they have kept us from thinking more of the benefits and the welcome challenges offered by the Agreement we have signed. We also look forward to working with all parties to ensure the success of the Agreement, and to leave the difficult, but necessary, stage of negotiation behind us.

APPENDICES

- A-1 : Northern Quebec Inuit Association Land Selection Team Press Release of September 29, 1976.
- A-2 : Letter of October 25, 1976 from Guy Poitras, Assistant Deputy Minister, Coordination of the Agreement to Land Negotiating Team, N.Q.I.A. Re: Category II land selections.
- A-3 : Letter of December 22, 1976 from C.W. Watt to Honourable Yves Bérubé, Minister of Natural Resources and Lands and Forests Re: Land selection.
- B-1 : Draft of Amendments to Bill C-9.
- C-1 : Letter of July 9, 1976 from J. Lemieux, legal counsel to N.Q.I.A., to Honourable Judd Buchanan Re: Offshore negotiations and rights of Inuit of Port Burwell.
- C-2 : Letter of August 27, 1976 from Honourable Judd Buchanan to J. Lemieux, legal counsel, N.Q.I.A., Re: offshore negotiations and rights of Inuit of Port Burwell.
- C-3 : Letter of December 17, 1976 from J.R. Goudie, Department of Indian Affairs, to C.W. Watt Re: offshore negotiations.

- C-4 : Letter of January 7, 1977 from C.W. Watt to J.R. Goudie, Department of Indian Affairs, Re: offshore negotiations and rights of Inuit of Port Burwell.
- D-1 : Description of ongoing negotiation and implementation costs connected to the settlement.
- D-2 : Argument on reimbursement of ongoing costs of land claims settlement.
- D-3 : Letter of November 17, 1976 from C.W. Watt to Guy Poitras, Assistant Deputy Minister, Coordination of the Agreement, Re: reimbursement of costs of land claims settlement.
- D-4 : Letter of November 25, 1976 from Guy Poitras, Assistant Deputy Minister, Coordination of the Agreement, to C.W. Watt Re: reimbursement of costs of land claims settlement.
- E-1 : Letter of November 10, 1976 from J. Lemieux, legal counsel N.Q.I.A. to Guy Poitras, Assistant Deputy Minister, Coordination of the Agreement, Re: section 3.2.5(c) of the James Bay and Northern Quebec Agreement.

APPENDIX A-1

PRESS RELEASE

NORTHERN QUEBEC INUIT ASSOCIATION, LAND NEGOTIATING TEAM

September 29, 1976

QUEBEC DEVIATES FROM JAMES BAY-NORTHERN QUEBEC AGREEMENT:
INUIT CALL FOR FEDERAL ASSISTANCE IN LAND SELECTION NEGOTIATIONS
WITH QUEBEC

OTTAWA. The Inuit of Quebec are calling upon Ottawa to investigate and ensure that Inuit land selection negotiations with Quebec are conducted in accord with provisions of the James Bay-Northern Quebec Agreement signed on November 11, 1975. To date, remaining land negotiations involving selection of Category I lands (lands owned by the Inuit) and Category II lands (lands in which the Inuit have exclusive hunting, fishing and trapping rights) have not been carried out by Quebec in accordance with the terms and criteria set forth in the Agreement.

Sections 6.1.1 and 6.2.2 of this Agreement provide for one-year and two-year periods beyond November 11, 1975 for the selection and finalization of Category I and II land selections respectively. At the end of two years from signature of the Agreement, if no agreement has been reached, Quebec, according to the Agreement, has the power to unilaterally impose a "choice" of Category I and II lands upon the Inuit.

Time is running out without satisfactory progress having been made. This regrettable situation has resulted from Quebec's misinterpretation of those provisions of the Agreement which establish the specific criteria to be followed by both parties in these land selections. Quebec is also ignoring the spirit and letter of yet other provisions of the Agreement which deal with the procedures for the taking and the replacement by the province of Inuit lands needed for development. As well, Quebec is adding altogether new criteria to the land selection process.

A favourable second reading on October 12th of Bill C-98 will make the chances for a satisfactory resolution of these land selection problems even more remote. This is the Bill which, if passed, will enact into law the James Bay-Northern Quebec Agreement, thereby extinguishing native claims in Quebec.

Regarding Category I lands, Section 6.1.1 of the Agreement provides for "a period not exceeding one year from the date of signature of the Agreement for the Inuit to make application to Québec for revision of the boundaries of the Category I lands if such revision does not substantially alter the character and effect of the original selection". Québec land negotiators, however, state that they have no mandate to revise or negotiate Category I lands selections.

In regard to Category II lands selections, Section 6.2.2 of the Agreement provides for certain specific criteria to be employed in the selection of Category II lands. These criteria provide that selections "shall take into account the wildlife productivity of the land, the usability of such land for harvesting, and existing developments as well as any lands necessary for the protection of the habitats of wildlife. all existing rights granted at the time of the Agreement and known development projects". Québec, however, is now going beyond the scope of these established criteria. The Québec government is now using potential future mineral and hydro-electric developments as a selection criterion. In addition, Québec regards these potential developments as taking precedence over present "wildlife productivity of the land" and "usability of the land for harvesting".

The basis for Québec's departure from the wording of Sections 6.1.1 and 6.2.2 of the Agreement stems from the

Government's fear that Inuit land selections will interfere with future mineral and hydro-electric developments in or near the proposed selections. What Quebec ignores, however, is the fact that all parties spent many months of negotiations prior to the signature of the Agreement on reaching an accord on certain other provisions of the Agreement which specifically foresee, provide for and allow any such future development to proceed despite Inuit land selections. These provisions consist of carefully established procedures for the compensation for, or replacement of, Inuit lands taken by Quebec. These procedures apply to both Category I and II lands and clearly permit Quebec, in future, to take whatever lands it may require.

In addition, Quebec is now insisting on an entirely new land selection criterion not found anywhere in the present Agreement. Quebec now states that any final agreement on land selection with the Inuit must be a "package deal". That is, even those community selections already agreed to by Quebec will not be finalized and granted unless the Inuit accept the Government positions on those communities such as Aupaluk and Payne Bay where agreement has not yet been reached. Aside from constituting undue duress, this new criterion clearly ignores the fact that land selections are made on the merits of individual community circumstances since Category I and II lands must meet community and harvesting needs in specific geographic settings.

Finally, Quebec has indicated that no agreement can ultimately be reached on land selection without the consent of Hydro-Quebec. However, Section 6.2.2 of the Agreement specifically provides for mutual approval by the respective Inuit communities and Quebec only. Nevertheless, Hydro-Quebec has indicated that it will not agree to any land selections unless the Inuit sign certain conditions completely beyond

the scope and provisions of the present Agreement. These conditions are to the effect that "the Inuit will never invoke social impact factors or effects of proposed future hydro-electric projects on the Coast, Nastapoka, Payne, Leaf, Caniapiscau, Larch, Whale and George Rivers, for the purpose of opposing or hindering these projects". Such a request is tantamount to saying that the effects of future development on Native people, their culture and economies are not important.

The Inuit believe that any effects of hydro-electric projects on these rivers must be the subject of future negotiations regarding remedial works, environmental conditions, technical considerations, etc. To attempt to resolve these potential problems in a piecemeal and premature fashion is prejudicial to Inuit rights and interests under the present Agreement. Moreover, section 23 of the Agreement specifically provides for the assessment by an expert body of social impacts resulting from development.

The land and its protection are integral parts of Inuit life. One of the major reasons the Inuit signed the Agreement on November 11, 1975, was their belief that land selection was well on the way to a satisfactory completion. We still seek such a completion; but this does not at present seem possible given Quebec's attitude to the land selection negotiations.

SANDY GORDON
ELI WEETALUKTUK

(514) 866-6691

APPENDIX A-2



GOUVERNEMENT
DU QUÉBEC

MINISTÈRE
DES RICHESSES
NATURELLES

BUREAU DE COORDINATION
D'ENTENTE DE LA BAIE JAMES
ET DU NORD QUÉBÉCOIS

2360, chemin Ste-Foy
Ste-Foy, Québec, G1V 4H2

Québec, le 25 octobre 1976.

Land Negotiating Team
Northern Quebec Inuit Association
505 ouest, boulevard Dorchester
Suite 1500
Montréal, P.Q.
H2Z 1A8

A l'attention de monsieur Sandy Gordon

Objet: Sélection des terres de catégorie
II au nord du 55^e parallèle

Monsieur,

En référence à votre lettre du 7 septembre dernier et à la réponse subséquente, en date du 6 octobre 1976 de notre ministre, monsieur Jean Cournoyer, il m'apparaît opportun, au stade actuel des négociations, d'apporter certaines précisions par rapport aux directives suivies jusqu'à maintenant par les représentants du Québec chargés de cette sélection.

Ces directives émanant des ministères et organismes provinciaux impliqués respectent les critères de sélection énoncés à l'article 6.2.2 de la Convention, en ce sens que les préposés à cette sélection doivent tenir compte, en particulier, de la protection des zones qui offrent un potentiel d'exploitation de la faune par les autochtones, tout comme ils doivent prendre en considération les contraintes suscitées par les "activités actuelles de développement" et les "projets de développement connus".

Suivant cette optique, les négociateurs de la partie provinciale ont reçu les instructions suivantes:

- a) L'acceptation par le Québec d'un choix de terres de catégorie II au nord du 55^e parallèle ne doit pas être conditionnelle à des changements aux limites des terres de catégorie I déjà négociées et illustrées dans la Convention.

- 2 -

Si de tels changements aux terres de catégorie I s'avèrent nécessaires pour des motifs acceptables de part et d'autre et en vertu de dispositions prévues dans la Convention, les négociateurs de la partie provinciale pourront en discuter séparément.

- b) Il importe de considérer globalement la répartition des terres de catégorie II au nord du 55^e parallèle au lieu de procéder cas par cas.

La proximité des portions de territoire choisies, en particulier le long de la Baie d'Ungava et de la Baie d'Hudson, de même que les espaces à réserver pour les communautés de Povungnituk et d'Ivujivik qui n'ont pas encore choisi leurs terres exigent que cette sélection des terres de catégorie II soit examinée dans son ensemble si nous voulons respecter le critère de 55% (article 6.2.2 de la Convention) relatif à la longueur des terres de catégories I et II réparties le long du littoral et, en même temps, éviter que des terres de la catégorie III le long du littoral soient enclavées.

- c) Eviter d'englober dans des terres de catégorie II les terrains où on a trouvé des gisements de minéraux de tonnage important et à teneur intéressante et ceux où les connaissances géologiques en font des zones d'exploration intenses impliquant un nombre relativement grand de groupes ou de personnes.

Soustraire des terres de la catégorie II les terrains nécessaires à la réalisation des projets d'aménagement hydroélectrique connus et les terrains requis pour l'exploitation d'ouvrages connexes à ces projets.

L'adoption de ces principes a pour but d'éviter des conflits quant à l'utilisation de ces terres

et des changements continuels quant à leur délimitation. Ces nombreux changements donneraient lieu à des négociations perpétuelles. Une telle situation rendrait pratiquement impossible l'application de contrôle visant à faire respecter les normes fixées dans la Convention pour les terres de catégorie II mises à la disposition des Inuit.

d) Prévoir des corridors en terres de catégorie III:

- i) pour atteindre les parties du littoral conservées en terres de catégorie III;
- ii) de chaque côté des voies publiques;
- iii) autour de sites naturels à caractère exceptionnel comme le Cratère du Nouveau-Québec.

Cette disposition, conforme aux termes et à l'esprit de la Convention, a pour but de favoriser l'accès aux endroits d'intérêt public tout en assurant une protection adéquate aux sites à conserver à l'état naturel.

Le ministère des Terres et Forêts prépare actuellement une proposition globale sous forme cartographique, compte tenu des principes précédents. Dès que cette illustration sera terminée, elle devrait faire l'objet d'une prochaine rencontre avec votre groupe et nous communiquerons de nouveau avec vous pour en fixer le lieu et la date.

Je demeure à votre disposition pour vous fournir tout autre renseignement que vous jugeriez utile à ce sujet et vous prie d'agréer l'expression de mes sentiments les meilleures.

Le sous-ministre adjoint
Coordonnateur de l'Entente

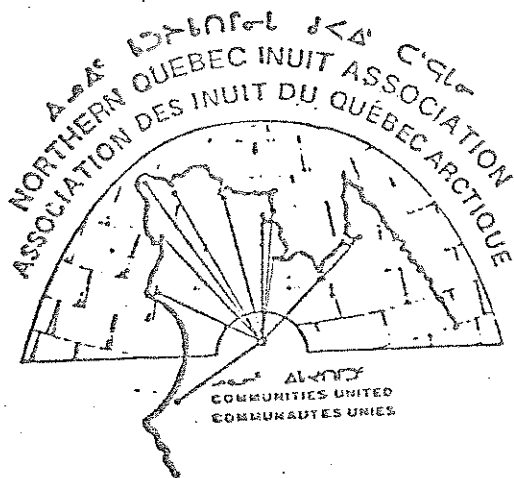


Guy Poitras, ing.

BM/lgd

RECOMMANDEE

APPENDIX A-3



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Board of Directors

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Charlie Arngak
Wakeham Bay, P.Q.

Director

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Inoucdjuac, P.Q.

Director

Robbie Tookalook
Whale River, P.Q.

Director

Sarollie Weetalutuk
Inoucdjuac, P.Q.

Recommandée

Le 22 décembre 1976

L'Honorable Yves Bérubé,
Ministre des Ressources Naturelles,
des Terres et des Forêts,
1620 Boulevard de l'Entente,
Québec, P.Q.

Monsieur le Ministre,

Je vous remercie de votre réponse
empressée du 17 décembre dans laquelle vous exposez la
position du Québec concernant la bande de terre réservée
de 200 pieds (3 chaînes) au Nouveau-Québec. J'apprécie
votre bonne foi et votre désir de maintenir une bonne
entente entre tous les habitants du Québec me confirmant
que nos objectifs sont les mêmes. C'est aussi mon in-
tention de poursuivre les négociations concernant la
Convention de la Baie James dans le climat de confiance
mutuelle auquel vous faites allusion.

J'aimerais attirer votre attention
sur le fait que les négociations au sujet de la sélection
des terres ont été sérieusement compromises par l'attitu-
de ambiguë de votre équipe de négociation lors de la
dernière réunion tenue le 20 décembre.

Plus précisément, votre équipe fait
mine d'ignorer les progrès accomplis jusqu'à date en ce
qui a trait à la sélection des terres de catégorie II.
Depuis notre réunion du 30 août, la sélection de ces ter-
res pour au moins 11 des 14 communautés était considérée
comme finale par les deux parties. Il fut dès lors enten-
du que les problèmes de sélection à Sugluk, Payne Bay et
possiblement Aupaluk resteraient les seuls points à négo-
cier.

Cependant, dans une lettre qui nous était adressée le 25 octobre par M. Guy Poitras et à la réunion du 20 décembre, on nous a clairement laissé entendre que le Québec avait l'intention de reprendre les négociations au sujet de toutes les sélections déjà approuvées par le Québec. Non seulement le Québec est-il injuste d'en arriver à une telle décision à une date aussi avancée, mais il méprise l'entente faite entre les parties le 30 août et dans les réunions et la correspondance subséquentes. Pour cette réunion, nous avons fait venir des délégués de chaque communauté ce qui a occasionné d'énormes dépenses sans compter le temps y consacré par l'Association.

Je me rends compte qu'il y eut par le passé des malentendus et des conflits quant à la façon d'aborder les négociations de la part de nos deux équipes. Cependant, lors des dernières rencontres, nous étions enfin sous l'impression que nous faisons des progrès. En effet, à la réunion du 20 décembre, le problème de la bande de terre réservée de 200 pieds (3 chaînes) et la sélection des terres de catégorie I à Baie-aux-Feuilles ont été réglés.

La sélection des terres de catégorie I à Aupaluk et celle de catégorie II à Payne Bay et à Aupaluk restent à être finalisées. Mais le Québec a manifesté son intention de reprendre la sélection de catégorie II complétée et approuvée de part et d'autre le 30 août. De plus, le Québec insiste encore sur le fait que les Inuit doivent soumettre leurs sélections de catégorie II à l'Hydro-Québec pour leur approbation: une condition bien au-delà de l'esprit et de la lettre de la Convention.

Etant donné les circonstances et pour donner suite à l'esprit de bonne foi et de confiance mutuelle exprimé dans votre lettre, il est important que nous nous rencontrions le plus tôt possible afin de discuter et de résoudre les problèmes ci-haut mentionnés.

Je vous remercie de votre collaboration concernant ce problème sérieux.

...../3

Je profite de l'occasion pour vous transmettre mes meilleurs voeux à l'occasion de Noël et du Nouvel An et vous prie d'agréer, monsieur le Ministre, l'expression de mes sentiments les meilleurs.

Par: _____

Mary Simon, Secretary¹²¹

Pour: C. W. Watt, Président
L'Association des Inuit du
Nouveau-Québec

CWW/NVH

APPENDIX B-1

PROPOSED AMENDMENTS BY N.Q.I.A.

RESPONSE BY CANADA

COMMENTS

PREAMBLE

WHEREAS the Province of Quebec assumed certain obligations in favour of the Native people inhabiting the Territory within the purview of the 1898 Acts respecting the Northwestern Northern and Northeastern Boundaries of the Province of Quebec and of the 1912 Quebec Boundaries Extension Acts;

WHEREAS the Province of Quebec, in satisfaction of its said obligations with respect to the Native people inhabiting the Territory, and the James Bay Crees, the Inuit of Quebec and the Inuit of Port Burwell have agreed upon the terms and conditions of

No further amendments to N.Q.I.A. proposal

No further amendments to N.Q.I.A. proposal

Canada's position with respect to all of the amendments set forth herein is, at the present time, subject to discussions to be held with other parties to the Agreement and, in particular, with Quebec concerning the proposed amendments.

Canada does not object to this paragraph.

Canada does not object to this paragraph

an agreement of settlement with respect thereto and in this respect have executed the Agreement;

WHEREAS the National Assembly of the Province of Quebec has passed an Act approving the Agreement concerning James Bay and Northern Quebec, Bill 32 of the Statutes of Quebec, 1976, and it is now expedient that Parliament approve, give effect to and declare valid the Agreement which provides the terms and conditions of the surrender of the rights referred to in the said 1912 Quebec Boundaries Extension Acts;

WHEREAS the said terms and conditions include, inter alia, the grant to the Native people of certain lands in the Territory; the establishment in the Territory of regional and local governments to ensure the full and active participation of the Native people in affairs affecting the Territory; the enactment of provisions and the creation of programs to safeguard and protect the culture of the Native people and to ensure the involvement of the Native people in the promotion and development of

No further amendments to N.Q.I.A. proposal

Canada does not object to this paragraph

WHEREAS the said Agreement provides for, among other things, the grant to the Native people of certain lands in the Territory; the establishment in the Territory of regional and local governments to ensure the full and active participation of the Native people in affairs affecting the Territory; measures to safeguard and protect the culture of the Native people; and to ensure the involvement of the Native people in the promotion and development of their culture; the establishment of a regime to guarantee

Subject to the suggested changes being made, Canada does not object to this paragraph. N.Q.I. agrees with the suggested changes

their culture; the establishment of a regime to guarantee the right of the Native people to continue their traditional occupations of hunting, fishing and trapping; the establishment of laws, regulations and procedures to manage and protect the environment in the Territory; the creation and continuance of institutions and programs to promote the economic and social development of the Native people and to encourage their full participation in Canadian society; and the grant to the Native people of certain monetary compensation;

WHEREAS Parliament and the Government of Canada recognize and affirm their continuing special responsibility for the Native people;

WHEREAS Parliament recognizes its obligation to appropriate such sums as may be required to permit the Government of Canada to carry out the provisions of this Act;

INTERPRETATION

"Minister" means the Minister of Indian Affairs and Northern Development.

the right of the Native people to continue their traditional occupations of hunting, fishing and trapping; the establishment of laws, regulations and procedures to manage and protect the environment in the Territory; the creation and continuance of institutions and programs to promote the economic and social development of the Native people and to encourage their full participation in Canadian society; and the grant to the Native people of certain monetary compensation;

No further amendments to N.Q.I.A. proposal

No further amendments to N.Q.I.A. proposal

Canada does not object to this paragraph

Canada objects to this paragraph. N.Q.I.A. suggests the following replacement amendment: WHEREAS Parliament recognizes the need to appropriate out of moneys granted annually such sums as may be required to permit the Government of Canada to carry out the provisions of this Act;

Canada does not object to this paragraph

the settlement of the rights of the Inuit of Quebec and the Inuit of Port Burwell in the Northwest Territories, not ~~only~~ as those rights pertain to offshore islands within a distance of 15 miles from the Quebec mainland, but also as they pertain to other parts of the Northwest Territories. In view of the competing claims of non-Quebec and Port Burwell Inuit and, perhaps, other native people in such areas, we foresee the likelihood of extended negotiations. It has become evident, therefore, that the proposed Act, if passed in accordance with the latest undertakings of Canada in this regard, will most probably precede the negotiation and final settlement of the abovementioned agreements concerning the offshore islands and the Inuit of Port Burwell.

In view of the foregoing, N.Q.I.A. finds itself in the difficult position of supporting the proposed Act, insofar as it will bring the Agreement into force in favour of the Inuit of Quebec, and, to the limited extent described above, the Inuit of Port Burwell, but, at the same time, opposing the legislation to the extent that it extinguishes the native title of the Inuit of Port Burwell in an area where no settlement has yet been reached. In view, however, of the absence of such a settlement and in the absence of some measure taken to modify and limit the extinguishment in question, N.Q.I.A. shall have no choice but to oppose, in whatever forums may be available, such part of the proposed Act on behalf of the Inuit of Port Burwell who, at a general meeting convened by N.Q.I.A. in Fort Chimo in

The Honourable Judd Buchanan
July 9, 1976
Page 5

June of this year, expressed their opposition to the said extinguishment in clear terms.

We would respectfully request that you give this matter your early attention and that an amendment be made to the proposed Act to limit the extinguishment of the native title of the Inuit of Port Burwell to the Quebec mainland.

Yours faithfully,

BYERS, CASGRAIN & STEWART

Per:

JFL/rc

APPENDIX C-2



Ottawa, Ontario K1A 0H4
August 27, 1976

John F. Lemieux, Esq.,
Byers, Casgrain & Stewart,
Barristers and Solicitors,
P.O. Box 27,
Place Victoria,
Montreal, Quebec. H4Z 1A6

RECEIVED

31 AUG 1976

Dear Mr. Lemieux:

As my Executive Assistant promised in his acknowledgement, he brought to my attention your letter of July 9, written on behalf of your client, the Northern Quebec Inuit Association, about Section 3.3 of the proposed James Bay and Northern Quebec Native Claims Settlement Act. I appreciate their concern, and I am pleased to tell you that this matter has been reviewed as a result of your comments and your discussions on July 5 with my officers.

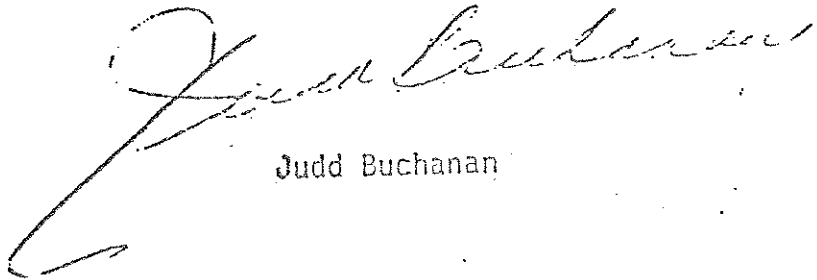
Your description of the general circumstances under which paragraph 2.6 of the Agreement was drafted is quite correct. Our position regarding this has not changed. As you know, the N.Q.I.A. interrupted negotiations about the offshore islands before the Agreement was signed, and its representatives have not been available since then to continue these talks. We have, however, been able to largely complete an agreement-in-principle with the Grand Council of the Crees of Quebec, and I understand that you have been given a similar draft for the N.Q.I.A., which includes Port Burwell.

In the circumstances, I am reluctant to consider the amendment of Bill C-98 at this time. As you know, this proposed legislation will not come before Parliament again until late autumn and, in the meantime, I believe that every effort should be made to reach an agreement regarding the offshore islands and, in particular, those near Port Burwell. To the best of my knowledge, the islands in the Northwest Territories ~~are not in this area~~ ~~has a competing claim~~ ~~are not in this area~~. We have already agreed to give to the Inuit of that community all the islands in their immediate vicinity as Class I or II land, and I would

therefore urge the representatives of the N.Q.I.A. to do all they can to settle this matter by reaching an agreement-in-principle regarding the offshore islands or, if necessary, a separate one for the Inuit of Port Burwell. I would prefer, actually, that these agreement arrangements not be further fragmented, but I am willing to accept it if it will help to resolve this problem.

I would very much appreciate it if you would encourage the Association to stay with our original proposal, and to enter into negotiations which might result in their support of Section 3.3 of Bill C-98. I can assure you that my officers will be pleased to do whatever they can to help achieve this goal.

Yours sincerely,

A handwritten signature in cursive script, appearing to read "Judd Buchanan". The signature is written in dark ink and is positioned above the printed name.

Judd Buchanan

APPENDIX C-3



DEC 22 1976

December 17, 1976

Your file / Votre référence

Our file / Notre référence

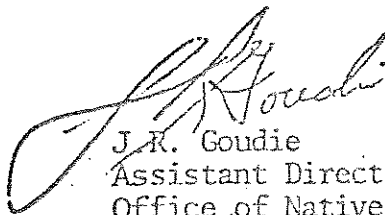
Mr. Charlie Watt,
President,
Northern Quebec Inuit Association,
Suite 1500,
505 Dorchester Blvd. West,
Montreal, Quebec
H2Z 1A8

Dear Mr. Watt:

This is further to the letter from the Honourable W. Allmand dated November 29, 1976 and his earlier discussions with you and your advisors regarding the outstanding issues of concern to the Northern Quebec Inuit Association with respect to the James Bay and Northern Quebec Agreement.

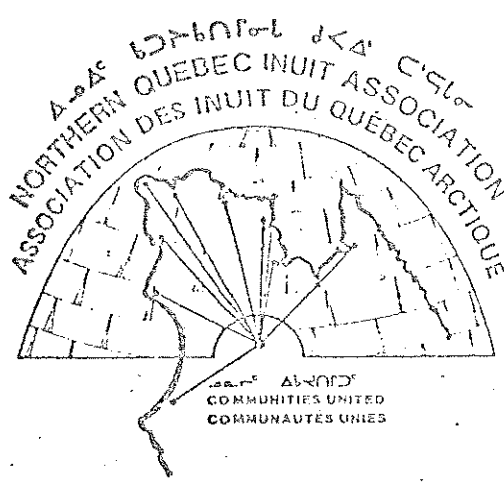
I refer in particular to the question of the offshore islands negotiations. As Bill C-9 has been given second reading in the House of Commons, and the Parliamentary Committee hearings have begun, we feel it is essential that these negotiations resume immediately. I would ask, therefore, that you have your appointed negotiator contact me as soon as possible (telephone (613) 996-9574) so that arrangements can be made for an early meeting.

Yours sincerely,



J. R. Goudie
Assistant Director (General)
Office of Native Claims

APPENDIX C-4



ᐱᓄᓄᓄ
Board of Directors

President & Executive

Director

ᓄᓄ ᐱᓄᓄ
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Ft. Chimo, P.Q.

1st Vice-President

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George Koneak
Fort-Chimo, P.Q.

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Payna Bay, P.Q.

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Tasiujaq, P.Q.

Director

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Mark Annanack
George River, P.Q.

Director

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Charlie Arngak
Wakeham Bay, P.Q.

Director

ᓄᓄ ᐱᓄᓄ
Peter Inukpuk
Inouedjuac, P.Q.

Director

ᓄᓄ ᐱᓄᓄ
Robbie Tookalook
Great Whale River, P.Q.

Director

ᓄᓄ ᐱᓄᓄ
Sorollie Weetalutuk
Inouedjuac, P.Q.

SUITE 1500
505 DORCHESTER BLVD. W.
MONTREAL, P.Q.
H2Z 1A8

REGISTERED

January 7, 1977.

Mr. J.R. Goudie,
Assistant Director (General),
Office of Native Claims,
Department of Indian and
Northern Affairs,
400 Laurier Street West,
Ottawa, Ontario.

RE: Extinguishment of Rights of Inuit of Port
Burwell and Offshore Island Negotiations

Dear Mr. Goudie:

Further to your letter to myself dated December 17, 1976, I wish to restate the Inuit position on the offshore islands and on the issue of the premature extinguishment of the rights of the Inuit of Port Burwell outside of Quebec.

We view negotiations on the offshore area as a priority issue and like yourself we feel that it is essential to proceed in this matter without undue delay. However, as you well know, we have been and continue to be immersed in finalizing other vital and pressing issues such as land selections and amendments to Bill C-9 and Bill 32 (Quebec). Such issues demand of us our immediate attention. Moreover, as stated on prior occasions, while discussions may continue with regard to jurisdiction of certain offshore islands and other issues, we are still insisting that Canada

Mr. J.R. Goudie,

January 7, 1977,

Page 2.

make the necessary amendments at this time to section 3(3) of Bill C-9 so that it will not have the effect of extinguishing the rights of the Inuit of Port Burwell throughout Canada, but only in Quebec.

We have stated repeatedly our position on Port Burwell in our meetings of October 25, 1976, November 2, 1976, November 5, 1976 and December 7, 1976 and in our letters of July 9, 1976 from Mr. John Lemieux to the Hon. Judd Buchanan (in his former capacity as Minister of Indian Affairs); November 1, 1976 from C.W. Watt to the Hon. Warren Allmand and December 7, 1976, from C.W. Watt to the Hon. Warren Allmand.

The suggestion in your letter that the parties proceed immediately to negotiate the offshore without any prior amendment to section 3(3) of Bill C-9 and the Agreement continues to demonstrate a lack of understanding of the Inuit position on this matter, as hereinafter set forth.

Our basic position on the rights of the Inuit of Port Burwell continues to be as follows:

- 1) To negotiate the offshore with the rights of the Inuit of Port Burwell already extinguished throughout Canada places the Inuit at a serious disadvantage in both psychological and practical terms. There already exist enough inequities in the respective bargaining positions between governments and the Native peoples. Hence, negotiations on the offshore should only proceed on the basis that the Inuit of Port Burwell retain their Native rights until such time as an offshore agreement is achieved.
- 2) The rights of the Port Burwell people should be dealt with and negotiated within the mechanism already provided by the parties: namely, paragraph 5 of the letter of federal undertakings of November 15, 1974 from the Hon. Judd Buchanan to C.W. Watt which provides for the settlement of claims of the Inuit of Port Burwell through an agreement to be reached on the offshore islands.

- 3) It has been acknowledged by the Federal side that, at the time the Agreement was signed and the provision for extinguishment of the rights of the Inuit of Port Burwell included in the Agreement, it was commonly understood that the offshore islands negotiations would be completed before the federal bill was presented. It was only on this basis that the parties had inserted such a broad extinguishment clause. Moreover, this was one of the material representations upon which the Inuit of Port Burwell relied when ratifying the Agreement in March, 1976.
- 4) It has been evident for some time now that it is not reasonably possible to arrive at an agreement on the offshore area prior to passage of Bill C-9. This is due in a large part to the limited human and financial resources of our organization and the full schedule of other important matters which have occupied our staff over this past year.

Therefore, as stated on many previous occasions and restated in my letter of December 7 to the Hon. Warren Allmand:

"The only fair solution under the circumstances is to amend the Agreement, a situation your predecessor, the Honourable Judd Buchanan, left open for discussion and which you personally promised to examine. The rights of the Inuit of Port Burwell should only be extinguished within Quebec where they have secured their compensatory rights and benefits. By extinguishing the rights of the Inuit of Port Burwell in all of Canada, without full knowledge and consent of the Inuit as to the nature and scope of the corresponding rights and benefits, Canada is virtually forcing the Inuit to sign a 'blank cheque' in Canada's favour."

As also stated in the past, we are prepared to postpone any partial benefits in the James Bay and Northern Quebec Agreement which are determined to be compensation for rights, existing outside of Quebec, in favour of the Port Burwell people until such time as a complete settlement is reached in the offshore area.

Mr. J.R. Goudie,
January 7, 1977,
Page 4.

Finally, it should be noted that even though the Cree claims to the offshore islands are substantially less than those of the Inuit, these claims have not yet been resolved. This inability to achieve an agreement on the offshore has arisen despite the fact that the Cree and the federal side have been engaged in actual negotiations on this matter over the past year. It is therefore unrealistic to expect that an agreement-in-principle on offshore islands will be reached prior to the passage of Bill C-9, much less a final agreement which should be the only event giving rise to the extinguishment of Native rights by legislation.

In the last few months, we have mutually agreed to negotiate common amendments to Bill C-9 and to suitably resolve the Port Burwell issue prior to the submission of such issues before the Standing Committee. We therefore suggest that we meet as soon as possible with a view to clarifying what amendments, in addition to those required in the case of Bill C-9, are required to the Agreement and to the Trust Deed so that the Inuit of Port Burwell receive only such compensation as corresponds to the extinguishment of their rights in Northern Quebec and not in all of Canada.

I trust that Canada will expedite these matters in light of the above comments. Until the Port Burwell amendment issue is resolved, we are unable, as we have previously stated, to give our unqualified support to the passage of the extinguishment section of Bill C-9.

Yours sincerely,

C.W. Watt,
President,
Northern Quebec Inuit
Association.

CWW/SvW

cc: Hon. Warren Allmand, Minister of Indian Affairs

APPENDIX D-1

DESCRIPTION OF ONGOING NEGOTIATION
AND IMPLEMENTATION COSTS
CONNECTED TO THE SETTLEMENT

The ongoing costs facing the Inuit include but are not limited to the following:

- 1) Naskapi negotiations;
- 2) Implementation of various government and quasi-government structures under the Agreement, eg. Local and Regional governments, including their initial planning and organization;
- 3) Implementation of the various programs, eg. training programs related to economic and social development;
- 4) Land selection negotiations;
- 5) Legal costs relating to the drafting of laws and regulations to incorporate the rights and benefits of each section of the Agreement;
- 6) Negotiation of the amendments to Bill C-9 and Bill 32 (Quebec); and
- 7) Representations before the Standing Committee on Indian Affairs and Northern Development.

It should also be noted that the travel costs associated with many of the above purposes, in order to effect adequate consultation with the Inuit communities, imposes a particularly onerous financial burden on the Inuit.

APPENDIX D-2

Our Association has, since November 11, 1975, been engaged in negotiations related to the Inuit land claims settlement. It has become clear that negotiations pertaining to this settlement were far from over on that date.

Certain areas of negotiations are still being settled, such as Category I and II land selections. Other issues essentially involving the Inuit are arising, such as the Naskapi land claims. New vital phases in the land claims settlement are commencing, such as the Transitional Measures and Implementation of the Agreement.

For the Inuit people to benefit, all these aspects of the settlement must be completed. Yet, the costs associated with the different stages are imposing an accelerating burden on N.Q.I.A.

Since the signing of the Agreement, members of N.Q.I.A. have made repeated requests to Canada and Quebec for reimbursements of our ongoing settlement costs. The outcome to date is less than satisfactory.

Generally, there exists a federal responsibility to finance Native matters. However, it would appear that the legal obligation to pay all costs of the Inuit land claims settlement falls on Quebec. This basic obligation is found in section 2(c) of the Quebec Boundaries Extension Act of 1912:

"the said province shall bear and satisfy all charges and expenditure in connection with or arising out of such surrenders".

.../3

The principle is clear. Quebec's legal duty is to pay not only the costs of negotiations up to the signing of the Agreement, but also all other costs arising out of this continuing settlement process.

The following provides a brief review of our position.

In accordance with section 25.5 of the Agreement, N.Q.I.A. received \$1.3 million to cover costs up to and including November 11, 1975.

Moreover, in accordance with sections 25.6.1 and 25.6.2, N.Q.I.A. has received \$2.2 million in the form of a loan, "to participate in and act in consequence of the Transitional Measures provided for in section 2". We view this loan in the same way as all other settlement loans contracted with N.Q.I.A. The purpose is solely to allow N.Q.I.A. to operate on a daily, uninterrupted basis to complete the land claims settlement. N.Q.I.A.'s acceptance of the loans has never been an acknowledgement or recognition that costs connected to or arising out of the settlement are not to be paid by the government.

Loans to N.Q.I.A., whether past, present, or future, do not preclude us from establishing who has the ultimate obligation of bearing the costs of land claims settlement. Surely the Quebec interest-free loan of \$2.2 million which must be repaid by N.Q.I.A. to the Quebec government, cannot be deemed to be a fulfilment of the clear obligation on Quebec to pay all costs as provided for in section 2(c) of the Act of 1912.

A further question is whether the compensation money was ever meant to be used to complete the negotiations and to implement the Agreement.

All compensation monies accruing to the Inuit are to be paid to the Inuit Development Corporation (IDC). Sections 25 and 27 of the Agreement empower the IDC to administer and invest all the Inuit compensation monies. However, it is important to note that the IDC has not been granted the power to use such monies to pay the ongoing costs of negotiations. Nor is it appropriate that the IDC pay the costs of implementation. Depending on jurisdiction, Canada or Quebec should pay such costs since most of the entities to be created under the Agreement are of a public or governmental nature. Therefore, any appropriation of the compensation monies towards settlement costs is inconsistent and in conflict with the investment powers in section 27 of the Agreement.

The reality of the present situation is that none of the government or Native parties could adequately foresee the full extent of activities and costs connected with and arising out of this land claims settlement. Provision was made in section 25.5 of the Agreement for costs that could be determined up to November 11, 1975. However, for any and all settlement costs after that date, Quebec's obligation to pay provided for in section 2(c) of the Act of 1912 still exists.

Oral and written communications by N.Q.I.A. representatives throughout the negotiations have always alluded to the unforeseeability of settlement costs. In a letter dated August 15, 1975, from Charlie Watt to the Honourable Judd Buchanan, N.Q.I.A. requested additional negotiation funds. In submitting our budget at that time Mr. Watt expressly stated:

"budgets can never include the unforeseen and we retain our right to modify them as the situation dictates".

In a letter dated June 4, 1976, Mr. Guy Poitras, Assistant

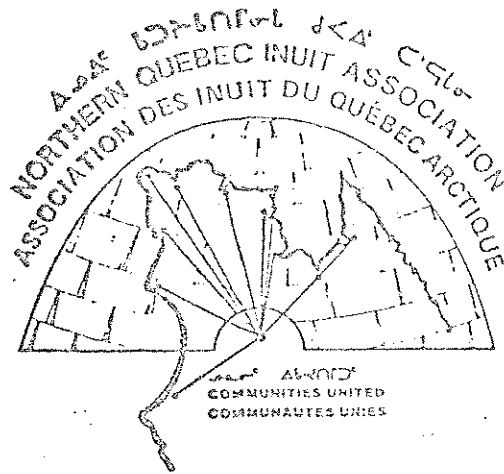
.../4

Deputy Minister and Coordinator of the Agreement, clearly recognizes the fact that the present cost-of-settlement provisions in the Agreement do not cover certain matters arising out of the settlement. He sees the necessity for specifically providing for these costs. Mr. Poitras states:

"in my opinion, the future agreement following the negotiations with the Naskapis should specify the amounts payable to each party in respect to the cost of the negotiations with the Naskapis."

Based on the foregoing, N.Q.I.A. requests reimbursement of the ongoing costs of the Inuit land claims settlement from November 11, 1975. Moreover, it is important to note that it is the responsibility of the Governor-in-Council to ensure that Quebec satisfies their obligations under section 2(c) of the Quebec Boundaries Extension Act of 1912.

APPENDIX D-3



SUITE 1500
505 DORCHESTER BLVD. W.
MONTREAL, P.Q.
H2Z 1A8

REGISTERED

November 17, 1976.

Mr. Guy Poitras,
Bureau de Coordination,
2360 Chemin Ste-Foy,
Ste-Foy, Quebec.

RE: Reimbursement of Ongoing Costs of Inuit
Land Claims Settlement

Dear Sir:

We are writing to you to request the reimbursement of costs to our Association of the Inuit land claims settlement from November 11, 1975 to October 31, 1976. The preliminary figures for this period total approximately \$1,200,000.00.

As you are aware, our Association has since November 11, 1975 been engaged in negotiations and implementation procedures related to the Inuit land claims settlement. It has become clear that negotiations pertaining to this settlement were far from over on that date.

A preliminary figure on costs of ratification of the Agreement was already submitted to you on May 31, 1976. Certain areas of negotiations are still being settled, such as Category I and II land selections. Other issues essentially involving the Inuit are arising, such as the Naskapi land claims. New

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Inouedjuac, P.Q.

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Zebedee Nungek
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Treasurer

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Director

Tommy Cain
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Director

Charlie Arngak
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Director

Peter Inukpuk
Inouedjuac, P.Q.

Director

Hobbie Tookalook
Great Whale River, P.Q.

Director

Sarollie Weetatutuk
Inouedjuac, P.Q.

Mr. Guy Poitras,
November 17, 1976,
Page 2.

vital phases in the land claims settlement are commencing, such as the Transitional Measures and Implementation of the Agreement.

Since the signing of the Agreement, members of N.Q.I.A. have made repeated requests to Canada and Quebec for reimbursement of our ongoing settlement costs. The outcome to date is less than satisfactory.

Generally, there exists a federal responsibility to finance Native matters. However, it would appear that the legal obligation to pay all costs of the Inuit land claims settlement falls on Quebec. This basic obligation is found in section 2(c) of the Quebec Boundaries Extension Act of 1912:

"the said province shall bear and satisfy all charges and expenditure in connection with or arising out of such surrenders."

The principle is clear. Quebec's legal duty is to pay not only the costs of negotiations up to the signing of the Agreement, but also all other costs arising out of this continuing settlement process.

The reality of the present situation is that none of the government or Native parties could adequately foresee the full extent of activities and costs connected with and arising out of this land claims settlement. Provision was made in section 25.5 of the Agreement for costs that could be determined up to November 11, 1975 (\$1.3 million). However, for any and all settlement costs after that date, Quebec's obligation to pay provided for in section 2 (c) of the Act of 1912 still exists.

Oral and written communications by N.Q.I.A. representatives throughout the negotiations have always alluded to the unforeseeability of settlement costs. In my letter of August 15, 1975, addressed to the Honourable Judd Buchanan, I requested on behalf of N.Q.I.A. additional negotiation funds. In submitting our budget at that time, I expressly stated:

"budgets can never include the unforeseen and we retain our right to modify them as the situation dictates."

Mr. Guy Poitras,
November 17, 1976,
Page 3.

In your letter of June 4, 1976, you acknowledged the fact that the present cost-of-settlement provisions of the Agreement do not cover certain matters arising out of the settlement. You admitted the necessity for specifically providing for these costs and you stated:

"in my opinion, the future agreement following the negotiations with the Naskapis should specify the amounts payable to each party in respect to the costs of the negotiations with the Naskapis."

Based on all of the foregoing, N.Q.I.A. requests reimbursement of the ongoing costs of the Inuit land claims settlement from November 11, 1975 to October 31, 1976. We also reserve our right to reimbursement of the possible future ongoing costs of the Inuit land claims settlement after October 31, 1976 once those figures have been received and tabulated.

We are of course prepared to meet with you at your convenience to discuss this account and to present a more detailed breakdown of our costs. We are prepared to do this within two weeks.

Sincerely yours,

C.W. Watt, President,
Northern Quebec Inuit
Association.

CWW/SvW

cc: Hon. Warren Allmand

APPENDIX C D-4



GOUVERNEMENT
DU QUÉBEC

MINISTÈRE
DES RICHESSES
NATURELLES

BUREAU DE COORDINATION
ENTENTE DE LA BAIE JAMES
ET DU NORD QUÉBÉCOIS

2360, chemin Ste-Foy
Ste-Foy, Québec, G1V 4H2

Québec, le 25 novembre 1976.

Monsieur Charlie Watt
P r é s i d e n t
Northern Quebec Inuit Association
505 ouest, boulevard Dorchester
Suite 1500
Montréal, P.Q.
H2Z 1A8

Objet: Convention de la Baie James et du Nord québécois
Coûts des négociations et de la mise en application

Monsieur,

Votre lettre du 17 novembre 1976 relativement au sujet mentionné en rubrique a été étudiée attentivement et nous considérons que, parmi plusieurs autres, les paragraphes 25.5 et 25.6 de la Convention de la Baie James et du Nord québécois spécifient les obligations du Québec quant aux coûts des négociations et de la mise en application de ladite Convention.

Nous considérons également que le Québec a déjà pris les mesures nécessaires pour respecter ses dites obligations.

D'autre part, tel que déjà mentionné dans ma lettre du 4 juin 1976, la future convention qui suivra les négociations avec les Naskapis devrait normalement spécifier les montants payables à chacune des parties, relativement au coût des dites négociations.

Veuillez agréer mes meilleures salutations.

Le sous-ministre adjoint
Coordonnateur de l'Entente

Guy Poitras, ing.

GP/lgd



GOUVERNEMENT
DU QUÉBEC

MINISTÈRE
DES RICHESSES
NATURELLES

BUREAU DE COORDINATION
NANTE DE LA BAIE JAMES
ET DU NORD QUÉBÉCOIS

2360, chemin Ste-Foy
Ste-Foy, Québec, G1V 4H2

QUEBEC, November 25th, 1976.

Mr Charlie Watt
President
Northern Quebec Inuit Association
505 Dorchester Blvd. West
Suite 1500
Montreal, P.Q.
H2Z 1A8

RE: James Bay and Northern Quebec Agreement
Costs of negotiations and implementation

Dear Sir:-

Your letter dated November 17th, 1976 pertaining to the above-mentioned subject has been studied carefully and we consider that, among many others, subsections 25.5 and 25.6 of the James Bay and Northern Quebec Agreement specify the obligations of Quebec as to the costs of negotiations and implementation of said Agreement.

We also consider that Quebec has already taken the necessary measures to respect said obligations.

On the other hand, as already mentioned in my letter of June 4th, 1976, the future agreement following the negotiations with the Naskapis should normally specify the amounts payable to each party in respect to the cost of said negotiations.

Yours truly,

ORIGINAL IN FRENCH

SIGNED BY

GUY POITRAS

Guy Poitras, eng.

Assistant Deputy Minister
Coordinator of the Agreement

GP/lgd

APPENDIX E-1

BARRISTERS AND SOLICITORS

24TH FLOOR
STOCK EXCHANGE TOWER

DONALD N. BYERS, O.C.
PAUL F. DINGLE, O.C.
JEAN BAZIN
PAUL R. MARCHAND
CLAIRE RICHER
RUSSELL MERIFIELD
P. CLAUDE LAPORTE

PHILIPPE CASGRAIN, O.C.
VINCENT F. LEFEBVRE
ROBERT S. CARSWELL
PIERRE FOURNIER
JOHN F. LEMIEUX
ALLAN A. MASS
MICHEL A. GOULET

HERBERT B. McNALLY, O.C.
FREDERICK W. BENN
RAY E. LAWSON
JEAN DUPÉRÉ
PIERRE LANGLOIS
ALAN RUBIN
JAMES LEAVY

TELEPHONE AND TELECOPIER
(514) 978-3711
TELEX 05-24185
CABLE "MAGEE"

November 10, 1976.

Mr. Guy Poitras
Bureau de Coordination de la Convention
de la Baie James et du Nord Québécois
Place Innovation
2360, Chemin Ste-Foy
Rez-de-chaussée
Québec, Qué.
G1V 4H2

RE: SECTION 3.2.5 (c) OF THE JAMES BAY
AND NORTHERN QUEBEC AGREEMENT

Dear Mr. Poitras:

We refer to the meeting held on October 15, 1976 with the Quebec and Federal parties to consider Inuit proposals regarding the amendment of the abovementioned Section. The undersigned has since met with the board of directors and staff of N.Q.I.A. to discuss at length the views expressed at the said meeting by both governments on this subject and we have been requested by our clients to advise you of their position in light of those discussions.

We have previously stated in our letter of July 28, 1976 to Mr. Jean Fournier, copy of which was forwarded to you under cover of our letter of August 3, 1976, the manner in which "lawful spouses" found their way into the eligibility provisions of the Agreement and the reasons for the Inuit's request for an amendment. It might, however, be useful to reiterate some of those reasons. The intention of the Inuit

in considering the eligibility of "lawful spouses" was to recognize and take into account the fact that as of November 15, 1974 there were, in very limited numbers, lawful spouses who were not of Inuit ancestry and who, accordingly, were unable to meet the criteria set forth in Section 3.2.4 of the Agreement but who, nevertheless, were considered by the Inuit to be part of their respective communities. The Inuit were prepared to deem such lawful spouses eligible solely for purposes of the hunting, fishing and trapping benefits of the Agreement. Such eligibility would be established retroactively and would be limited to those who, by chance, were lawful spouses on November 15, 1974. It was not the intention of the Inuit to establish as full-fledged beneficiaries under the Agreement a potentially large group of non-Inuit spouses whose eligibility, unlike those mentioned above, would not be established ex post facto and whose intentions, the Inuit feel, could be unduly colored by the prospect of enjoyment of the benefits of the Agreement.

While the Inuit recognize the merits of protecting the integrity of individual family units in their communities and ensuring the full participation of lawful spouses and their families in the life of the community, they believe that these aims can be achieved otherwise than by establishing such lawful spouses as eligible for all purposes of the Agreement. It is their view, which we believe is shared by the Federal government, that as a first principle the Agreement must be viewed as a settlement for native people, particularly as regards those special benefits accruing to the Inuit by virtue of their being native people.

It is clear that the Agreement provides for a whole class of rights and benefits which are of a public nature, which shall be for the benefit of all, including lawful spouses, and in respect of which it is unnecessary to be specifically designated in the Agreement as a beneficiary. We feel that the Agreement reflects to a large measure the openness of the Inuit to the idea of joint participation of Inuit and non-Inuit in local and regional community affairs. Insofar, however, as the Agreement in its present form establishes, as a fundamental right, the eligibility of a class of non-natives to participate in institutions and enjoy rights which are of an essentially native character, the Inuit feel that they and the other interested parties have achieved

Mr. Guy Poitras
November 10, 1976
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a result which was not intended and which shall be the source of continuing problems in the Inuit communities. More importantly, it is a situation which can and we feel should be remedied at this time before the Agreement comes into force.

For the foregoing reasons, we would respectfully request Quebec's consent to the amendment of Section 3.2.5 (c) by either deleting the said section altogether or modifying same in the manner suggested in our abovementioned letter of July 28, 1976.

Yours faithfully,

BYERS, CASGRAIN, McNALLY,
DINGLE, BENN & LEFEBVRE

Per:

JFL/rc

c.c. Honourable Warren Allmand
Mr. Jean Fournier