

Cumberland, and as to all matters not distinctly comprised and adjusted between the parties, in virtue of this arrangement and agreement, all the rights, privileges, claims, and demands of each company, respectively, are reserved to each, in as full force and effect as if this arrangement and agreement had never been made or proposed; and nothing herein contained shall be construed or taken as any abandonment or diminution whatever, express or implied, of the strict and absolute right of each to pursue and assert every such right, privilege, claim and demand as heretofore claimed and asserted by each."

Second modification of the first proposition.

Strike out all the residue of this proposition from the words, "And further, &c.

The two charters are presumed sufficiently to define and limit the privileges of each company over the sites appropriated to their respective works, and the uses to which those sites may be applied. If this proposition purport no further limitations or restrictions than the charters, it is unnecessary: if additional limitations or restrictions, no such have ever been contemplated by the canal company, at least, and no authority exists in its President and Directors to entertain any negotiation for the institution of any such. Besides, it is conceived that no limitations or restrictions of chartered rights or privileges, by private contract between the President and Directors of the two companies could be otherwise than nugatory in effect, and embarrassing in practice. If the object of the proposition be to guard against transgressions simply of its chartered privileges by either, injurious to the other, no such transgression can be apprehended; and if it could, an adequate remedy would arise with the abuse, if it should be attempted; and it is not perceived, that any renunciation, by contract, could give any force to the remedy, which, after all, would follow and be commensurate with the binding obligations of charters.

'Tis possible some modifications in detail, of their respective charters, may be asked by the one or other company of the proper legislative authorities for extending the benefits and advantages of the one work, and confined entirely to its internal operations and management, without the least interference with the rights or advantages of the other; and it would not be reasonable or expedient to stipulate before hand, against applications for such improvements of either charter. If any such modification or enlargement of chartered rights should hereafter be