

*Third Proposition.*

Immediately after the words, "left at full liberty to advance with its operations," insert these words, "by such route, and upon such plan as it may elect," and immediately after the words "by or from the other," insert these words, "and the party in default shall indemnify and pay to the other all loss and damage actually incurred, in consequence of having commenced and prosecuted any part of its works, so far upon the plan of this compromise, instead of having been originally at liberty to commence and prosecute it upon an original and independent plan, without any interference from or compromise with the other party."

*Fourth Proposition.*

Strike out the whole of the second branch of this proposition, from the words "And further, &c.

This part of the proposition is liable to the same, and perhaps a stronger objection, as that part of the first already proposed to be struck out. It diverges to collateral matters of substantive stipulation, not at all connected with the points of difference to be adjusted, on the particular part of the route now proposed, as the subject of compromise and conjoint operation. It proposes substantive and distinct stipulations affecting the entire routes of the canal and rail road, and wholly unconnected with any of the existing collisions which it is the present purpose of the parties to adjust and compromise in part. It might lay the foundation of new and endless controversies, as to what would or would not be an injurious interference from the extension of branches. Neither of the parties, it is conceived, can derive, from the stipulations of mere contract between themselves, any right to the extension of such branches, but must ultimately look to the charter alone for the authority; nor can either be deprived by the other of such right, so far as it is warranted by, and consistent with the charters. This stipulation therefore, could be no otherwise than nugatory in effect, and possibly embarrassing in practice. Besides, it is conceived, that this stipulation is not within the competency of the canal company at least, far less of its President and Directors; whose authority cannot reach beyond a simple compromise of the existing and conflicting claims of the two companies, to the route in controversy.

But whatever the authority of the parties strictly considered, to enter into any binding stipulations on the subject of branches,