

From George Francis Dawson, Editor of the Laws, Department of State, Washington :

In response to your communication addressed to the Chief Clerk of this Department, and by him referred to me, I beg to state that I know of no Congressional proceedings touching the incorporation into legislative acts of schedules of agreements between railroad companies analogous to those you mention as occurring in Canadian legislation. Congressional legislation on railroad questions comes under public and not private enactment with us, and does not embrace such schedules. In general legislation on other subjects, it has been my rule to give marginal notes to schedules of agreement which contain something more than forms. For instance, in the Statutes of the Second Session, 51st Congress, chapter 165, is "An Act to ratify and confirm agreements with the Sac and Fox Nation of Indians, and the Iowa tribe of Indians, of Oklahoma Territory, and to make appropriations for carrying out the same." The articles of agreement occur in the preamble to this act, and are fully annotated in the margin because they comprehend various important matters touching the tribal and individual rights, etc., of the Indians, which by the succeeding ratification, etc., become a part of the law itself, and because such annotation adds to convenience for reference. On the other hand, where an agreement is simply one of form, as in the statutes of the first session, 51st Congress, chapter 804, which is "An Act to ratify and confirm an agreement entered into by commissioners on the part of the States of New York and Pennsylvania in relation to the boundary line between the said states," no marginal notes occur, save the word "preamble," until the enacting clause is reached. From this illustrated statement you can, I think, get a clear idea of the rule prevailing in this office, and of the reasons upon which it is founded.

From Joseph H. Warner, Counsel to Chairman of Committees, House of Lords, London, England :

I will answer your questions with pleasure. Whenever Parliament confirms a provisional order, deed, agreement, or other document, the practice here is, as a general rule, to make any necessary amendments in the document as schedules, and to confirm the document "as set out" in the schedule. This is made more easy by Standing Order 104 of the House of Lords, which is as follows : "Any agreement intended to be scheduled to any bill shall contain a clause declaring the same to be made subject to such alterations as Parliament may think fit to make therein ; but if the committee on the bill make any material alteration in any such agreement, it shall be competent to any party thereto to withdraw the same." The Order applies in terms to agreements only, but the principle is extended to other documents which are "confirmed by" and therefore derive validity from the act. As regards marginal notes to schedules, we insert them only when they are in the original document. A provisional order, as scheduled to a confirming act, has marginal notes, if the order, as made by the Government Department, has such notes, but not otherwise. If the original document has no marginal notes, we do not add them. There are remarkable instances in public legislation of schedules actually forming part of the act, but printed (wrongly perhaps) without marginal notes ; see, for instance, schedules one and two of the Public Health Act, 1875. It is difficult to express an opinion as to the particular case you send me of the schedule to the Ottawa and Parry Sound Railway Company's Bill. We should not put marginal notes to such a deed, but we should decline altogether to schedule it. We should require a considerable part, probably the whole of it except the lists of names and assets, to be inserted as clauses in the act itself, and these clauses would, of course, have marginal notes. I will add that the *dicta* which you cite of Mr. Hardcastle and Brett, L.J., must not be understood as meaning that every schedule is part of the act. A schedule may, by proper words, be made part of the act, but in other cases it may be binding on particular parties only, or it may be inserted merely for information, as when an act contains a clause saving the rights of certain parties under a certain document, and the document is scheduled to show what is saved. Mr. Chandos Leigh, to whom you have also written, concurs in the views which I have expressed.