

and object of the contracts ; and in that view what doubt is there of their validity ? There can be no doubt, it is presumed, that any corporation, in which subscriptions are made, might by the sanction of the stockholders, take the note of any stockholder in payment of any instalment on his subscription, if they deemed it proper to give him the credit. The State of Maryland, as we have already seen, in all her subscriptions to these companies before 1834, made the companies agree to take her notes in payment of them ; and the Treasurer actually paid in them, and nobody ever before questioned the power, or the right to the stock, since sold by the companies, and now held by others. The only difference between these cases and the present is, that under the former Acts she agreed to pay in 5 per cent. notes, which she considered only worth par, and under the Act of 1836 she is to pay out of 6 per cent. notes, which she values at 120 ; and the companies's contracts in their results just take out the 100 and give her the 20.

So also these companies are conceded by the Report of the majority to have the power to borrow money to any extent to make their road or canal respectively—And at the session of 1834, by the bill appropriating three millions in aid of works of Internal Improvement which in its passage is understood to have had the approbation and aid of the Chairman, two millions were directly lent by the State to the Canal Company—Now what is this power to borrow ? It is the right to raise money to any extent, to complete these works : or in other words, they are not compelled by their charter to rely upon their own resources or means from subscriptions or otherwise, but they may go out, and by their credit, or property, get means from anybody else for that purpose. That is their confessed charter right. They have then a clear right to go to the state or any where else and borrow money—But they are in such a condition that they cannot raise the money on their own credit or property : while they could raise it, if they were in possession of the notes of the State. These notes of the State are already issued : and if they can get them of the State, they can raise the money : and they accordingly get them by the form of a sale, if you please. Now what is the whole operation *substantially* but raising money on the contract to complete the works ?—It is not the form which the proceeding assumes that determines its character. Is it not substantially doing the very thing which the charter authorises ? The mere intervention, and intermediate use of, the security to raise the money, does not vary substantially the character of the transaction. In all its results it is precisely the same, as if it were professedly a transaction of borrowing.

Is it not also clear that the power to borrow money, includes all incident powers necessary to make that power effectual ? This is the rule of law and common sense : and the very concession of the Report itself. And who can doubt this principle, that when a power is given, you also necessarily give all that may be found necessary to make it effectual ? The case then stands thus : The Companies want