care whether the contract was such as could be enforced or not. The principle of morality was the same. The State was bound—any honest man was bound to pay an honest debt—the State was bound to carry out its pledged faith to the citizens of the State He did not wish to do injustice to any portion of the State. He had so drawn the proposition as to give to the city of Baltim re every dollar to which she was entitled under the several acts of appropriation. He did not propose to divide it according to the rule of 1833, but only proposed that so much should be divided by the rule as was required by the Legislature, and as had been contracted for between the Legislature and the State. He would then go on to divide the balance in direct conformity with the several Acts of Assembly and the resolutions which had been adopted on that subject. He believed that in this Convention, in the State of Maryland, even in the city of Baltimore, represented by the gentleman, if the question were submi ted to them, that ninety-nine out of a hundred would be in favor of carrying out the pledged faith of the State.

Mr. BRENT, of Baltimore city, did not exactly understand the various acts of Assembly, but he was willing to leave the matter, as it stood, subject to legislative action. But the gentleman from St. Mary's, [Mr. Blakistone,] had come to obtain constitutional protection, for that good faith which as supposed to exist, based upon the existing legislation of the State of Maryland. If the gentleman wanted a constitutional sanction or guarantee for the distribution of this fund, provided by existing laws, he should have an equitable one. He [Mr. B] did not desire to violate any contract, and would acknowledge any moral obligation. But this idea of moral obligation did not necessarily result, from the fact that laws were passed creating a fund for distribution, and distributing it in a certain way. He did not see how posterity could be bound to this distribution, nor did he see how it could amount to an obligation to continue it for the future. Because the Legislature, in 1833, raised a fund by taxation, to be distributed one-half according to the white population of the counties, and the other half, equally into twenty-one parts, among the counties and the city of Baltimore, without reference to population, were they bound, for all time to come to continue this thing?

Mr. BLAKISTONE, explained, that the re olution of 1833 was not based upon any taxation law which had been passed.—

Mr. BRENT. So much the better.

Mr. BLAKISTONE. But for the distribution of the fund arising from the bonuses paid by banks.

Mr. BRENT thought this was so much the better for his argument, as the fact stated, destroyed all idea of a contract. Then in 1834, when it is said the delegation from Baltimore came down to the Legislature to secure the passage of an act to construct the Baltimore and Ohio Railroad, the Susquehanna Railroad, and the Chesapeake and Ohio Canal—then it was that the distribution of the school fund was or-

dered in reference to and on the basis of the act of 1833, and that fund, existed as I now understand before that time, at least in part.

Mr. BLAKISTONE said, that he would go a little further, and tell the gentleman that, so far as one of the counties was concerned, the county of Baltimore, she had, by a special act of the Legislature, received her proportion of the fund, and had invested it in stocks.

Mr. BRENT understood the facts of the case sufficiently. In regard to one portion of the funds, they were not created by any original law, distributing it in any particular way, but the fund had been already created If the Legislature chose to pass a law distributing it, what obligation was there on the Convention or on the Legislature to continue this distribution? No contract could be made by legislative a t requiring this thing. So in regard to the fund, created, he supposed, by the payment of bonuses, at the time the delegation from the city of Baltimore came down to the Legislature. He understood that an additional fund was then created by the law of 1834, which law required the funds to be distributed in accordance with the law of 1833. Was there any contract in this? If they sought to disturb a distribution which had been ordered by the very law creating the fund, then it might be said with some plausibility, but no legal truth, that they were interfering with a vested right. He only proposed to say that in future, this fund, thus created, shall be distributed equitably. He said that there could be no contract in this case between the counties and the State of Maryland. Independent of the decision of the Supreme Court in relation to the appropriation of one million of dollars to Washington county, the difficulties in the way of such a distribution being a contract, were numerous. How could there be any legal or moral obligation on the Legislature or on the Convention to continue this unjust, and inequitable distribution? The counties then were in power. This matter was forced upon the people of Maryland, upon the principle that one-half should be distributed among the counties, the smallest county being entitled to an equal share with the largest. Caroline and Calvert counties would receive equal proportions with the large and populous counties of Baltimore and Frederick, and Baltimore city. There was injustice in this, and were t ey to perpetuate it?

He admitted that as to what had been done in the way of past distribution, he would not disturb. But prospectively they could distribute the whole fund upon the great and broad principle of equity. Return to the counties and city of Baltimore first, the proportion paid in by them respectively, and secondly, distribute the residue upon the basis of white population. He could vote for no proposition which had not this for its obj ct—to do away with this unjust distribution among the the counties merely as counti s; and looking alone to a distribution according to the basis of white inhabitants who were to enjoy the benefits of the fund through the whole State.

Mr. BROWN said: