

ing of the fee simple of an estate at a great sacrifice, because of the inability of the debtor to raise an amount of money, which the estate itself would rent for in less than seven years. It is a good provision—it is essential to society—it guards the oppressed, and it works no injury to the creditor. It ought to be adopted, and the Convention should stop in its hurry to effect so good a purpose.

Mr. BRENT, of Baltimore city, said that he had gone as far as the furthest in the homestead law, though he was not satisfied with it as it had been adopted in the Constitution, because it did not secure enough. He was utterly opposed to this proposition; it would carry them back to the barbarous time of the common law, and did not suit the age in which we live. The writ of Elegit was a writ derived from the common law, by which rents were applied to the payment of debts,—that writ has fallen into disuse as commerce advanced, and now it is proposed substantially to renew it. He also saw this objection. There might be a very wealthy man residing in this city, who owned a farm in one of the counties. He might refuse to pay his debts, in which case, under this provision, a man would be compelled to wait seven years before he could receive the payment of the debt out of the property.

Mr. DASHIELL. He could receive instalment every year.

Mr. BRENT said, that he would have to wait seven years to get the debt. If they had not done enough to protect the homesteads of poor men, let the gentleman move to reconsider the article they had already engrafted in the Constitution in relation to that subject, and he (Mr. B.) would go as far as any man.

Mr. DASHIELL. The seven years right could be sold and the money paid.

Mr. BRENT. Yes, but at a ruinous discount.

Mr. BOWIE could see very well that this proposition did not suit the commercial world, but at the same time he understood very well how it would suit the agricultural world.

Mr. BRENT said that his remark was that it did not suit the commercial age, not the commercial world.

Mr. DASHIELL said if a man should possess a small farm, and owe perhaps one-half its value, because he had not the money to pay his debts immediately, he would be oppressed by his creditor, and his property would be set up for sale, having the effect of robbing the poor man of his farm. The provision said that if the rent or profits of the farm, beyond the payment of taxes and the necessary repairs, should be sufficient within the space of seven years to pay the debt, it should not be sold. So that at the expiration of seven years, the poor man could get possession of his property again. He did not see how it would take away the right of any man. The creditor would get interest upon his money all the time. He believed that this proposition belonged to the advancement of this age.

Mr. HOWARD thought, that if the proposition should be adopted, it would produce just the contrary effect which the gentleman desired.

He held that it was conformable to the genius of the times in which we live, that men should be permitted to make bargains as suited them best. Hence, it was that he had always been opposed, and was now, to any usury law whatever, because it made borrowers pay more money than others. They could not borrow upon the pledge of landed estate, as easily as they could upon the pledge of bank stock. He had himself known lenders turn their backs upon landed security, and take money in bank stock, because when the time was out, they could not obtain the money they could sell the stock, without going into a court of Chancery, and procuring a mortgage. Hence the Legislature of the State, in the spirit of the age had passed laws to render mortgages easily available, and they could now be foreclosed without the interposition of Chancery, by giving summary notice to the sheriff. That had effected something to facilitate loans upon landed estates, but not enough. If persons desired to borrow money, obstacles should not be thrown in their way. In case a creditor died, his estate had to be settled up. Under this provision, they could not settle it up and divide it among, perhaps his children, who might be just starting in business. His children must be content with receiving instalments every year for a number of years, and in the mean time, the executor would keep possession of the estate. Thus it would prolong the settlement of the estate, and keep the heirs out of capital, which might be of more use to them than ten times the amount a few years afterwards. This provision would oppress the very class of society for whose benefit it was offered. He had never heard any complaint of the statute of George the Second, under which all lands were sold for debt. On the contrary, all legislation seemed to throw facilities in the way of settling up estate at the death of the possessor. Now it was proposed to go back anterior to the time of George the Second, and adopt the same old principle of common law which had been superseded in this State ever since the reign of that monarch.

Mr. TUCK made some remarks which will be published hereafter.

Mr. GWINN said, that in addition to what had been urged by the gentleman from Prince George's, this proposition would destroy the liens secured to mechanics in the city of Baltimore and in some of the counties, since it would prevent them from availing themselves of that security for the space of seven years. He would say, without hesitation, that in the whole mechanical class in the State, in which the right of lien now existed, such a proposition would be received with universal execration. There was now a series of well matured laws which served for their protection, and the gentleman's amendment left them in fact remediless. There is no justice in a provision which keeps a man from his own for so long a period. Creditors have their rights no less than debtor. A tender care of the latter should not interfere with the just claims of the former.

Mr. PHELPS was in favor of the principle, but