

ble sanctity; and according to our fundamental law, there is no power in the land by which the obligation of such contracts can be, in any manner, lessened or impaired. Here, and as to this point, it is not pretended, that the mortgage itself has been, or can be, in any way, stripped of a single atom of its own proper, legal or equitable, obligatory force. But these defendants, who stand here as sureties, referring to that implied contract, the incident of the mortgage, to the full benefit of which they are entitled; urge, that its obligation has been materially impaired to their prejudice; and therefore, that they are discharged. They allege that its obligation has been altered, diminished, or destroyed by the circumstance of Salmon having increased their peril by giving to Thomas Clagett credit for an amount greater than that specified in the deed; and by having, by an express agreement with Thomas Clagett, after the debt became due, enlarged the time of payment; and also by his having released a security he had procured, by means of which he might, for aught that appears, have obtained a complete satisfaction of his debt.

On behalf of the sureties of Thomas Clagett, it was contended, that their guaranty of indemnity was, in all respects, a limited one, by which they not only intended that they themselves should not be responsible beyond a specified amount; but that Thomas Clagett should not be credited for more than that amount by Salmon; because by so involving him beyond the specified sum, his situation \* would be rendered more precarious, and they would

**175** thereby become more likely to be damnified.

If that was the intention of these sureties, they certainly have not so distinctly expressed themselves by this mortgage. That deed evidently purports to be a continuing guaranty, not merely until the sureties should think proper to put an end to it, by giving notice to Salmon, that it should be no longer continued; but its duration forms an express part of the contract itself; it was to endure until the 1st of October, 1830, and no longer. And it was not to exceed in amount the sum of \$10,000; thus limiting the extent of the liability of the sureties without making the slightest allusion to the extent of the credit which Thomas Clagett might obtain from Salmon or any one else; or to the scope of his business; or to the perils and risks in which he might be involved by the wide range of his commercial concerns. The sense and substance of this mortgage, considered as a guaranty, comes to this, that these sureties thereby undertake to sustain the credit of Thomas Clagett to an amount not exceeding \$10,000, continually from that time until the 1st of October, 1830. It is, therefore, of no importance as regards this mortgage, what may be the amount of the debt due from Thomas Clagett to Salmon beyond that sum; since the mortgage covers no more than \$10,000; nor is it of any consequence when, within the specified period of time, the credit