

The State claimed that the six per cent. dividend on this preferred stock must be paid in gold—the Company that it was payable in currency. In this case, the decision of the Court of Appeals of Maryland, and of the Supreme Court of the United States, were adverse to the State.

Upon the principle now conclusively determined, the Company had based its counter-claim against the State for the sum of \$289,529.65, for moneys advanced by the Company to pay the interest on the State's sterling debt in London. The Company was only required to pay six per cent. in currency—in the language of the law creating the obligation, "a perpetual dividend of six per cent. per annum out of the profits of the work, as declared from time to time."

At the urgent request of the State authorities, during the period of very serious financial embarrassment, which resulted from the war, when the premium on gold was high, the Company advanced the additional sum beyond this six per cent. dividend, which was needed by the State to pay the interest due in London on the sterling debt of the State. For such advances, the Company made its claim. In order that there may be no doubt that this claim of the Company is not only one of "strict law," but also of "equity" and justice, we cite not only the Act of 1835, chapter 395, which prescribes that the State, as a stockholder, shall be paid its perpetual dividend of six per cent. "out of the profits of the work as declared from time to time," and that the excess of profits, above that sum should be divided among the other stockholders, but we quote from the opinion of the Supreme Court of the United States, namely :

* * * "On the contrary, there is much in the Statutes to repel any possible implication of an engagement to indemnify, and to make it apparent that such an obligation was not intended to be imposed or assumed."

"No distinction was made between the kind of money the Company might be compelled to receive, and that required to be paid to the State. Nor was any distinction attempted to be made between the kind of money with which the dividends to the State and other stockholders could be paid."

"For these reasons, we think, the contract between the parties exhibits no just ground for an implication that the Company assumed an obligation to pay its dues to the State in gold, or in any other manner than in money generally, and the fact that the Company did pay the State's interest in sterling funds in London down to 1865, cannot change the construction of the contract."

The Company was compelled to receive legal tender from those who used its road, and the State could, therefore, in