

*In what state of execution are these contracts?* By the admission of the Report itself, actually executed by the delivery of the bonds under the contracts; a fact which has already fully appeared to this House by the first report of the Commissioners.

By these Resolutions, then, the startling proposition is submitted, that is a matter of contract, and that too already carried into execution, as far as the State by her agents could accomplish it, the Legislature of Maryland have the power, without a judicial enquiry into its validity, or even a regard to the forms of judicial proceeding, to usurp the judgment seat, to declare the contract void, and at once to enforce its sentence of nullification by immediate seizure and disposition of the property to which the contract related—Such a proposition in reference to contracts between man and man would shock the understanding of every one: and yet how is the case varied by the fact, that the State is one of the parties to the contract? Does the fact that she is a party give a peculiar right to the Legislature to set in judgment upon her contract, and declare it void, without even the form of a judicial enquiry? If the State has established tribunals of justice, through which alone rights claimed under contracts can be avoided, is the citizen or the Corporation less entitled to the protection of his rights by Courts of Justice, because the State is the adversary? The consequences of such a doctrine are too obvious to require illustration—Once conceded, and the rights of every corporation in the State, nay, of every citizen in the State, are no longer protected by courts of justice. Every corporation in the state holds its rights by contract with the State: and its Charter is the contract. Every citizen holds his land by contract with the State: and his Patent is the contract. And why not the right to annul any charter or vacate any Patent upon the Report of a Committee, if the General Assembly can thus declare the State's contracts void?

Alarming as such a doctrine is to every republican, who values as a free-man ought, the right of trial by jury, and the protection of courts of justice as the great and only effectual safeguard of his person and his property, and of every right which he claims by contract, the assertion of it, in any case, however invalid the contract might seem, deserves to be met with the severest reprehension at the very threshold. Upon such a question the apparent validity or invalidity of the contract can have no proper influence. To assume the right to try and decide the invalidity of it, is to strip the citizen of the very protection which the trial by jury gives him. And if upon the allegation that the Legislature think the contract void, they may therefore declare it so, and in the most summary manner strip the citizen of his rights under it, what is it but to put every right which every citizen holds by contract with the State at the mercy of the Legislature, to be abolished by it, at its pleasure; without the right of enquiry by jury, or the possibility of redress by courts of justice? The stronger the apparent objections to the contract, the more dangerous is the attempt to establish the power in such a case. It is only in such cases that false doctrines and dangerous principles can rush into and sap the foundations of free government—To attempt to exercise the power in cases where the contract was free from objection, would be so revolting to the notions of right and justice, which every one amongst us has imbibed from his infancy, that in this free land none dare thus introduce the doctrine. It is only in cases where objections can be gathered around the contract, or the right claimed, and pre-