

Mr. BLAKISTONE said that it did not go back. The laws of 1833, '34, were provided for. It was that the faith of the State should be carried out as pledged. It did not change the law. It only compelled the Legislature to carry out, in good faith, the laws as they had existed, and did exist.

Mr. BRENT, of Baltimore city, understood the gentleman to state that by the act of 1833, and the subsequent acts prior to 1840, the fund should be distributed in this ratio—one-half according to the basis of population, and the other half among the counties and the city of Baltimore in equal parts, so that twenty parts out of twenty one of the one-half would be distributed arbitrarily among the counties and not according to population. He was opposed to this principle of inequality. If one-half was to be distributed according to population, why not the other half too?

If they were to pass any article to justify and sanction these laws, he was for carrying out equality, and he should offer an amendment to effect this object.

He understood that in 1840, a prospective arrangement was made by which certain portions of this fund were to be distributed among the counties and the city of Baltimore, according to the proportion they had paid in. This was all right, and he had no objection to it.

He would, therefore, propose the following amendment, which he thought would cover his objection:

*Provided.* That the said funds shall be distributed according to the proportions respectively paid in by each county and the city of Baltimore or according to the basis of white inhabitants."

Mr. GWINN suggested to his colleague, that this amendment would be inconsistent with the previous portion of the proposition of the gentleman from St. Mary's, which provided that this fund should be divided, one-half according to the white population, and the other half equally among the counties and the city of Baltimore.

Mr. BRENT withdrew his amendment for the present, when—

Mr. GWINN moved to amend the amendment of Mr. BLAKISTONE, by striking out these words:

'And the several resolutions passed by the General Assembly, in relation to the disposition of the school fund, and also.'

Mr. BLAKISTONE said, that the effect of the amendment, moved by the gentleman from Baltimore city, [Mr. Gwinn,] would be this:—That it would entirely nullify the resolution of 1833, and the act of Assembly of 1834, with regard to the distribution of the school fund, in one case, and of the fund raised from the appropriations of 1834, in the other, and instead of the funds being distributed according to the contract entered into between the Legislature and the people of the State, by the law of 1840, it would give an entirely different disposition to their distribution; for according to the resolution of 1833, it was to be divided—one-half according to the white population, and the other half equally be-

tween the counties, and the city of Baltimore, each county having one. The amendment proposed by the gentleman, would take away the whole benefit arising to the counties, from the resolution of 1833. But if they should take away the effect of the resolution of 1833, the act of 1834, which was based upon that resolution, would be inoperative. His object was to carry out not only the acts of Assembly, but the resolution passed by the general Assembly, pledging to the people of the State—

Mr. BRENT, interposing, said that the gentleman had spoken of a contract as evidence of the act of 1833. He would like to know how it was a contract? Upon what principle it was regarded as a contract? He merely asked for information, not having examined the act.

Mr. BLAKISTONE said that he was not going to dispute the decision of the Supreme Court of the United States, which decided that the State and Washington county could not enter into a contract. But he would ask the gentleman if it would be right to hold out to the people, with a view to induce them willingly to pay their taxes for the benefit of a certain portion of the people of Maryland, particularly of the city of Baltimore, that they would ultimately derive great benefit by so doing, and after they had paid their money, refuse to give them the advantage of the benefits derived?

Mr. DORSEY did not understand the court of appeals nor the supreme court of the United States to have decided that a county could not make a contract with a State, and that the parties would not be bound by it, but to have said that in the case before these courts the sum of money claimed was a mere forfeiture which the State of Maryland had a right to release as it had done. He would simply observe, in regard to the proposition offered by the gentleman from Baltimore city, that it appeared to him great injustice would be done to the counties by it. If they were to divide the money according to the proportions paid by each, how could they divide it in proportion to the white population at the time of division?

Mr. BRENT said that this was not his proposition. His proposition was that it should be divided according to the proportions paid in by each of the counties and the city of Baltimore, and as to the residue upon the basis of white population.

Mr. BLAKISTONE said, that whether the contract referred to was such a contract as would be enforced by a court of justice or not, was immaterial to the case in point. It was their duty, and the duty of the State, to deal in good faith with its citizens. The people had paid their money and dealt in good faith to the State. Would the honorable gentleman tell him that if he should come to him and tell him that he was about to be ruined, and ask him to advance money to pay a debt to redeem his character, to raise him from destruction, and he should take his note upon an unstamped piece of paper, that it would be honest for him to repudiate the debt? This was like the case in point. He, [Mr. B.,] did not