Before any action was had by the Convention on the amendment,

The PRESIDENT announced that the hour had arrived for taking up the order of the day.

REPORT OF THE COMMITTEE ON THE JUDICIARY.

The Convention then resumed the consideration of the unfinished order of yesterday, being the report No. 13, submitted by Mr. BOWIE, as chairman of the committee on the Judiciary.

The question pending before the Convention on yesterday, being on the amendment offered by Mr. THOMAS to the 14th section, by striking out in the 3rd line, the words "the chancery court."

On the question being propounded,

"Will the Convention adopt the amendment?" it was

Determined in the affirmative.

The 14th section was then adopted as amended.

Mr. MORGAN moved to strike out the 15th section of the report.

Mr. M. observed that it merely provided for an Orphans Court in the city of Baltimore, which had already been provided for in an article offered by the gentleman from Washington, therefore this was rendered unnecessary. For those reasons he moved to strike out the section.

The question being taken, the 15th section of the report was stricken out.

Mr. DORSEY moved that the Convention reconsider their vote on the 11th section, for the purpose of enabling him to offer the following amendment, to come in at the end thereof:

"Provided that the want of jurisdiction in the court, in respect to the amount claimed or recovered, shall not be produced by the plea of the statute of limitation, or by payments, discounts, or set off, claimed by the defendant at the trial of the cause."

Mr. DORSEY said that he was absent from the Convention when this subject was last before it. As he understood the eleventh section of the bill as now amended, it read in this wise: "There shall be established for the city of Baltimore one court with common law jurisdiction, to be styled 'the court of Common Pleas,'" &c. Now, the object he had in view, in rising, was to move to reconsider the vote of the Convention on the eleventh section, a part of which he had just read, in order to enable him to amend it in the manner he had indicated. Suppose a man to sue another on a note for one hundred dollars, and if the party did not recover that amount, he would be non-suited. That was the inevitable result. If he sued his debtor before an inferior tribunal, on a promissory note for five hundred dollars, he having paid four hundred and fifty dollars of the amount, yet the receipt being in possession of the debtor, who fails to produce it, and of the payment the plaintiff has no evidence other than that of his own endorsement on the note, of the amount received by him, to which the debtor gives no sanction. What must be the consequence? Why, the plaintiff must be non-suited, from want of jurisdiction in the inferior court. The creditor then goes to the court of Common Pleas, and he sues the debtor on his note for five hundred dollars. What would be the defence set up? The receipt for four hundred and fifty dollars, which would result in a non-suit there, and thus no recovery could be had in either court. But suppose the claim to be an open account for ten thousand dollars, to more than nine-tenths of which was subject to a plea of limitations, but he had no reason to believe that such a defence was designed. He sues, of course, for the ten thousand dollars—the plea of limitations is relied on and sustained for want of jurisdiction, he is consequently non-suited for want of jurisdiction in the court. The same results may follow if the defendant has account in bar, which he may assert as and how he pleases.

He could not recover in any court. If, however, he went to the superior court, perhaps he might recover a judgment; but in the inferior court, he could not possibly recover, if his claim was less than $100. There might be $99 due him—justly due him. He had no possible means to know what the defence might be. He did not know that the plea of limitation would be set up. The right to the set-off may have been acquired after suit brought. He could not give credits unless he could prove them. The defendant then puts the plaintiff on his proof of payment which he is unable to establish. The plaintiff, with a just claim, is utterly remediless. Suppose this case occurred. I held a man's note for $500. He had an account against me for $50 or $100. I cannot compel him to sue me. I cannot compel him to rely upon this set-off. I must sue him for the amount of my claim. If then, I sue him in your court of common pleas, he comes in and exhibits his claim, if he wishes to non-suit me—shows him his account in bar. The plaintiff then warrants him before a magistrate; the defendant relies on no set-off; the plaintiff must be nonsuited. And by this sort of management, the debtor would cheat the creditor, and it was impossible for him to recover. In order to do away with this injustice, he had drawn up the amendment he had offered. It appeared to him indispensably necessary that something should be done.

The question being taken on the motion, it was determined in the negative.

Mr. DORSEY then demanded the yeas and nays, which were not ordered.

Mr. CRISFIELD moved to reconsider the vote of the Convention on the 12th section of the report, for the purpose of offering as a substitute therefor the following:

"There shall be established for the city of Baltimore, a court which shall be styled the Superior Court of Baltimore city, which shall have jurisdiction over all suits where the debt or damages claimed, shall exceed the sum of five hundred dollars, and the said court within its jurisdiction, shall be vested with all powers now held and exercised by Baltimore county court, sitting as a law court; and the said court shall consist of two judges. And whenever a plaintiff or plaintiffs in the said court recovers less than