the name of the State of Maryland, directed to said bank, by its corporate name and style, to shew cause why its charter shall not be declared forfeited, by the judgment of the said court.,'

By the 5th section of the same act it is also enacted, "that after satisfactory proof of service on any scire facias, issued under this act, the court may, upon proof of the fact, or refusal by the bank to pay specie for its notes, after a full investigation of the concerns and situation of the bank, if in their judgment and opinion the public interest shall require it, declare and adjudge the charter of the bank to be forfeited."

This act is general in its operation upon all the banks of the State. In the fourth section the word country is used, but this is evidently a mistake, and has always been construed to mean county. The expression is not used for the purpose of distinguishing between the banks in the cities and country, but for the purpose of attaching jurisdiction to the court of the county in which the bank that fails to pay specie is located.

It provides, that if any bank shall refuse to pay specie for its notes, the judges of the county court, if in their judgment and opinion the *public interest* requires it, may adjudge the charter of the said bank to be forfeited. The charter is to be forfeited if the *public interest* demands it. The interest of the bank is not a question for consideration. There is then a judicial tribunal now existing, to which power by law is given to determine, when in its opinion the *public interest* requires, the forfeiture of a bank charter.

The Legislature has a right to amend and repeal the law as to the particular tribunal, and constitute any other with like powers. Considering for the present, (for argument sake,) a bank corporation as a private one, and that the Legislature has no right to pass a law in violation of its charter, still a law regulating the *remedy* is not a law impairing the obligation of a contract.

In the case of the Dartmouth College against Woodward, 4th Wheaton, pages 695–6, Judge Story says, "a general law regulating divorces from the contract of marriage, like a law regulating *remedies in other cases of breaches of contracts*, is not necessarily a law impairing the obligation of such a contract. It may be the only effectual mode of enforcing the obligations of the contract on both sides. A law punishing a breach of contract by imposing a forfeiture of the rights acquired under it, or dissolving it because the mutual obligations were no longer observed, is in no correct sense, a law impairing the obligation of the contract. *Could a law compelling a specific performance, by giving a new remedy, be justly deemed an excess of legislative power?*"

The specific performance required of the Banks is, to pay their notes, &c. in specie. This is the contract which, from the very nature of the corporation, as also by virtue of the law of 1818, (which was in full force when their charters were granted and renewed,) they undertook to perform. The act of 1818 provided a forfeiture of the rights of the banks, acquired under their charters, for a breach