Act constitutional? I presume from that clause of the Constitution of the United States, which prohibits the passage of any Law impairing the obligation of contracts: Does the Act of 1838, impair the obligation of any contract? I think not: the only contracts are those entered into in virtue of the 5th Section of the Act of 1834, and Ordinance No. 2 of 1837. These from their nature are not absolute, but conditional and dependant for their execution upon the completion of the improvement: for the purpose of ascertaining the amount of the assessment it was necessary that the sales should be made at a time when the vendors had no right to convey: the purchasers were fully aware at the time of sale that the property sold was not the property of the Commissioners, or of the Corporation, but that the title rested in third parties and must be divested by a full compliance with the Act and Ordinances before the Commissioners could convey any title to them; And I cannot gather from the Act and Ordinances, nor from the reasonableness and propriety of the thing any obligation, express or implied, on the part of the State or City, that the provisions of the Act and Ordinances, should be carried into execution in order that these contracts of sale might be perfected. The contract of the Commissioners according to my construction amounts to nothing more than an agreement, that whenever the property sold shall be taken for the use of the Public under the Act and Ordinances, it shall be conveyed to the purchaser for the sum agreed upon; without any stipulation on their part that the property ever will be taken. A different construction might and in some cases probably would lead to absurd and inequitable results. Let us suppose a case which might have arisen under this Law. — The damages to be levied are $20,000, and a large majority of those who would have to pay this sum believe that the value of the improvement will not justify the expenditure, and pray that it may be stopped: the materials of a house to be removed were sold by the Commissioners for the sum of $80. and if the sale were absolute and not conditional the purchaser would have a right to demand a strict performance of the contract, which could only be complied with by widening the Street and compelling the collection of $20,000, from persons, the great body of whom believe their

(assessments)

assessments to be onerous and oppressive and not justified by any advantage to be derived to them from the street.

My opinion is, that the Act of 1837, is not unconstitutional: and that the Mayor and City Council of Baltimore, have no right to carry into execution the Act of 1834.

Geo. Gordon Betts.

The report and resolution of the Joint Committee on Streets, on the subject of Run Alley, were taken up for consideration, and read. Mr Cross moved as a substitute therefor a Bill entitled, "An Ordinance relating to Run Alley, and to change the name of the same to that of Benton-Street", which was read, and laid on the table.

The Bill supplementary to the Ordinance authorising the construction of certain Rail Ways within the City was read the second time, and being amended on motion of Mr Cross, by striking out the words "will" in 7th line, was passed and sent to the Second Branch.

The Branch then adjourned until to morrow afternoon, at half past 3 o'clock.

By Order,

S. H. Moore, Clerk

Tuesday, March 27th, 1838.

First Branch.

The Branch met pursuant to adjournment. Present John B. Seidenstricker, Esq. President, and all the members except Messrs. Jensfield, A. J. Cole, and Brooks.

The following resolutions were returned by the Second Branch severally endorsed "concurred in", viz.

The resolution on J. Walmsley and B. Gaither's claims, for killing Dogs, &c.

The resolution authorising Jno. Durham to remove a frame building.

The resolution on the petition of Wm H. Watson and others, and

The resolution on the subject of claims for printing the Act relative to Hackney Coaches, &c.

The resolution relative to the sale of manure on Franklin Street, &c., was returned by the second Branch, endorsed, "dissented from"