WEEKLY OBSERVER. RRIE

SLOAN & MOORE, PUBLISHERS.

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VOLUME 26.

ERIE, SATURDAY MORNING, FEBRUARY 23, 1856.

NUMBER 41.

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For Sule by at the griscipal Groces in the United States, and by their Agents.

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D. C. MORROT New York; GRANT & CWELLS, CHICAGO, BRUGHOS, BRIGHTS, ESBRETT & 1994ET, Ch. VALTER, BAKER & CO., Dorcheser, Mass. Jan. 38 Opinion of Judge Black.

The Similar PLATER MARK—Rea (1) Description of Judge Black.

Opinion of Judge Black.

After this abuse and inistise was committed, the Legislature only could ensure at the Entering of the State filed a Bill complement to the charter, and upon bearing, we made the point of the charter, and upon bearing to the charter, changing the mode of grant, or put the corporators on another term of pealed at the last session of the Legislature and bearing. Whatever new powers, immunification of the charter, and after the same and inisting was incorporated in 1842. The charter was replaining of it; and upon bearing to the charter, and decree already referred to an estate at will, the Legislature only could ensure and opinion of Judge Black.

On the 14th day of April, 1852, and after the same and inisting was committed, the component for the State filed a Bill complement to the charter, so as to make it a perternal plantage of it; and upon bearing of its and replacing of it; and upon bearing of its and upon beari

ERIE RAILROAD CASES.

To the Merchants of the West and side of the West and so the properties and the right to use the road upon certain conditions, and for certain considerations. By the first section of the source, the right to use the road upon certain conditions, and for certain considerations. By the first section of the source, the right to use the road upon certain conditions, and for certain considerations. By the first section of the source, the right to use the road upon certain considerations. By the first section of the source, the right to use the road upon certain considerations. By the first section of the source, the right to use the road upon certain considerations. By the first section of the source, the right to use the road upon certain considerations. By the first section of the source, the right to use the road upon certain considerations. By the first section of the source, the right to use the road upon certain considerations. By the first section of the source, the right to use the road upon certain considerations. By the first section of the source, the right to use the road upon certain considerations. By the first section of the Act, the Ohio Company is authorized to construct and the right. The party who wishes us to prove that it is nover as one department is bound to presume that another has such as a railroad, with one or under tracks, on or along the Frankin Canal Railroad, and to counset their railroad with any railroad legally authorized to come within the limits of Eric city. By the second section of the Prankin Canal Railroad and to counset their railroad with any railroad legally authorized to come within the limits of Eric city. By the second section, the plaintiffs are authorized and required to purchase the railroad with any railroad legally authorized to come within the limits of Eric city. By the second section, the plaintiffs are authorized and required to purchase the railroad and to counsel their railroad with any railroad legally authorized to come within the limits of Eric city. By the

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to make the proposed connection, we cannot sustain the objections which the city has taken to the mere manner of its exercise. They may take the track which was laid down by the other Company, or adopt partly upon that which was occupied before. Bo that ed them, and nothing more, we will not quibble with them upon points which have no substance in them is a road there never ordered to be taken up, and legalized by the Act of 6th October, 1855, which will carry their trains onward to New York.

It is contended that this Act is in conflict with Sec.

law shall create, renew, or extend the charter of more than one corporation. It is true that this statute does give certain not very important privileges to two other corporate bodies. It is not asserted that the legicla-ture had no jurisdiction of the subject, matter, or that the law, if carried out, would interfere with any right ceeding which the constitution prescribes. The ob-jection goes not to the nature, and essence, and charto revive an old one which has expired, or to increase the time for the existence of one which would otherwise reach its limit at an earlier period. Neither of

There were several other points taken by the defendance in the others. In the first place, we are bound to strongest. For the rest, it is enough to say that there is nothing in them.

And now, to wit, on the 28th day of January, 1856, this cause came on for hearing before the Supreme Court, upon bill, answer, replication, and the proofs taken on both sides, and was argued by counsel. And thereupon, it was determined, adjudged and decreed, that the plaintiffs, the Cleveland, Painceville, and Ashtabula Railrued Company has a lawful right to connect its railroad with the railroad beretofere built by the Eric and North-East Railroad Company within the Bill and produced in evidence, from which it apcity of Erie, in the manner and at the places or either of the places mentioned in the bill, and that every in-terierence with or hinderance of the plaintiffs in the exercise of such its legal right, is unlawful. And it is further adjudged, ordered and decreed, that the city of Erie. and the mayor, councils, constables, officers, agents and servants thereof, and the other defendants said bill numed, their agents and servants be, and they are hereby strictly commanded and firmly enjoin to cease, abstain, and altogether desist from each and all the unlawful acts and doings complained of in the said bill. And it is ordered that a writ of injune

tion do issue against the defendants forthwith. And that the plaintiffs do recover their costs. Erre and North-East Railroad Company Joseph Casey.

in Equity. Opinion of Judge Black

the plain mandate of the supreme law-making | It is well settled that a forfeiture, however in power of the State; to convey into effect an Act | curred, is to be considered as waived, if the party

required within two years to extend their track to the to private rights. Inconsistency with rules of law barbor. The question now to be decided, is whether or principles of equity, will not make it void.—

THE NIBILATE E OF ADMENDERS AND ACCORDANCE PRODUCTS OF A STATE OF The argument of the defendant's counsel has a good resumed by the State within such period. If the

deal of minute criticism on the various provisions of charter be without limitation as to time, it is for-the Act for constructing and purchasing the road, for ever irrepealable, extending it to the harbor, and for connecting it with other roads. The act was probably drawn by an inexperienced hand. The will of the legislature is not expressed with perfect clearness; there are more words at some places, and fewer at others, than there ought to be; and the thoughts might have followed one another in a more simple and natural order. But them, we hand he has a responsible to the problem of tanking the control of the problem of the we look, as we are bound to look, at the whole statute: them. When the charter contains such a stipula-and giving to every part of it the influence to which it tion it is as much a part of the contract as anything else that is in it. The legislative repeal of moment that it authorizes the plaintiffs to connect any railroad of theirs at that place with any other road coming there from a different direction. We are clear

question were before us, we can see nothing to justify the Legislature may resume the rights granted to an opinion that it is not legal. It was, to be sure, not the said Company. This was a reservation of properly laid out at first, but then the subsequent lot the right to repeal the charter in case it should be

When the abuse of a charter is judicially ascertained the corporation will be dissolved without could not decide the fact to be true without pronouncing the judgment of forfeiture. The Legislature certainly meant to reserve something more they exercise with reasonable fairness the right grant. than the right to dissolve the corporation after it shall be dissolved by a court. The power to kill gument of the plaintiffs on this point is altogether unsustained by authority. There are several cases directly against it. In Crease v. Babcock [23 Pick. 234], the Supreme Court of Massachusetts said, that when the Legislature reserved to itself the right to repeal a charter on the happening of a certain event, they might enact the repeal whenever the event happened; it was not a reservation of judicial power. To the same effect is Mc Lar ren v. Pennington (1 Paige, 107), and in the Miners' Bank v. The United States (1 Greene. 561), it was held, not only that the fact, on which idestablished Line, sating it on the possible rates by destablished Line, sating it on the possible facts of the four time fact, on which made involable by the constitution, but merely that the right of repeal depended, might be noticed by the two Houses of Assembly neglected a form of proceedings which the constitution prescribes. The obquestioned by any Court. Without intending to endorse the whole doctrine of the last mentioned case, we are very clear that the right to repeal vests in, and may be exercised by, the Legislature whenever the event occurs upon which they stipulated for the right. The most that can be said is that the repeal is void if it comes before the event. careful deliberation, and we see no reason for retracting it now To create, renew or extend a charter, the repealing act in a court, they must at least prove that the event did not occur.

wise reach its limit at an earlier period. Neither of these things was done by the law in question, for more than one corporation, and the conduct of the legislature was not, therefore, within any constitution. affirmative. For that answer we have three reauntil the contrary is shown. In the absence of evidence, we presume the existence of every fact on which the validity of the law depends. Secondly; the Plaintiff's bill does not aver that they performed their duties according to the terms of the charter; and this they certainly would have averred if they could safely have done so. Thurpears that a dècree was pronounced against them for fixing their terminus at a place not authorized, and for locating their road on streets and other

highways in a manner expressly forbidden. It is said that the repeal can be justified only if the violation of the charter was wilful. But the right is given to repeal not for a wilful, but for any abase or misuse. The word wilful is not in the reservation, and we cannot insert it by construction. But suppose it to be in. Is not any posibeen avoided, a wifful misuse and abuse of it !-They were not forced to lay out their road contrary to the plain directions of the law. Neither can we believe it to have been a mere blander .--The difference between what they were required to do and what they did do was too obvious and too important to be overlooked by men who could

read and understand English.

otherwise would have had.

curred, as to be considered as waived, it the party entitled to exact it has chosen to right himself in some other way. If a tenant, for instance, should forfeit his estate by a breach of covenant, the landlord could not accept compensation and after wards re-enter. When the State comes into Court demanding a forfeiture, the principle applies to her with as much force as it does to a private party But we are now dealing with an Act of Assem bly, which, if it be valid, is the paramount law of he subject to which it relates. It rides down and nullifies all other laws which are inconsistent with it. Perhaps this is the very first argument, that ever was made, to show that a statute was void because it conflicted with a rule of the common law.

To change the common law, and repeal earlier statutes, is the main, if not the only, business which the Legislature has to perform. A statute may be valid, no matter how inconsistent it is with the doctrine of estoppel, unless the doctrine of estoppel be a part of the Constitution, which it certainly is not. When we are inquiring what the Legislature can do, we are not belped a particle by being told what a Court would do. When we

party in certain cases, shall not be permitted to aver the truth; and this is called an estoppel.-But the Legislature is not restricted by it. The General Assembly can make and unmake all rules of practice, pleading, and evidence, at its pleasure. The power that makes the law must, in its nature and essence, be so totally different from the power which administers the law, that it is most illogi-State and the corporators It is not worth while cal to reason from one to the other. The limitations on the legislative power of the State are not to be found in the general body of the law. but

only in the Constitution itself, which is the les legum, or law of laws.

We must, therefore, fall back upon the Constitution, to see whether there is anything there to prohibit the Legislature from passing the Act in question. That instrument declares that no law hall be made impairing the obligation of contracts. This charter was a contract; but one of its terms was, that it might be repealed if it should be abused or misused. The corporators did abuse and misuse it. and thus they placed themselves in the mercy of the Legislature. Did the atonement which they were compelled to make for their default, restore them again to the condition in which they would have remained if they had never been guilty of it? They had a charter, irrepealable if they would obey it, and they were independent of the Legislature. But they fell from that estate by lisobedience, and their charter became repealable.

committed ? These corporators have suffered at the hands of the Legislature nothing but what they expressly privileges have been abused and misused. But they insist that the penance they were forced to bargain; and since they stand upon their contract. we do not see how we can give them more than what is there set down. The Legislature agreed to disarm itself of the repealing power on condition that the corporators would remain and abide withtheir charter; when they went out of it, the condition was broken. The fact that they left the path of duty is not disproved by the other fact that they afterwards returned to it. Nor is their case at all helped by showing that they were Irren back under the lash of a Court. Their independence of Legislative control was to be a con-

requence of innocence; not of guilt, followed by repentance and restitution.

The most important privilege and highest immunity which a corporation can enjoy, is that of holding its franchise by a tenure above the reach of the law-making power, which regulates every thing clse in the State. When this immunity is bestowed on certain conditions, the conditions cannot be changed without changing the charter, and no such change can be made except by the express and plain words of the Legislature. This corporation claims to hold the immunity, and for its title it points to a bill in equity filed by the Attorney General, to a decree of the Supreme Court, and to its own act of removing the road. But the corporation itself cannot add anything to the charter, nor can it do so even with the assistance of the executive and the judiciary. It still has no more than

what the Legislature gave it, and the Legislature did not give it what it now claims. Another and still plainer view of the argument based on the law of estoppel may be taken. It is a familiar and well established rule of constitutional law that the prohibition to impair the obligation of contracts is not applicable to an Act of Assembly, unless it violates directly some right secured by an existing contract. bargain or agreement.-That provision does not protect from legislative interference other rights acquired or created in other ways. Here, now, is an Act of Assembly which enforces one of the stipulations of a contract between the State and a corporation. The corporators say to the Legislature. "You shall not do this thing. We admit that your Act is according to the rery terms of our agreement; but certain facts and in justice, equity and law, to abstain from taking advantage of the agreement." The short and conclusive answer of the Legislature is this: "To enforce a contract is not to impair it. and whatever the obligations may be which arise out of the subsequent facts, it is enough that they are not obliga-

tions of the contract.

A harder task cannot be imagined than that of proving the law before us to be void on the ground contended for. The argument would have been uccessful, if there had been anything in the constitution to forbid the carrying out of contracts.—
It might have been a failure, if the obligation of contracts could be interpreted to mean all obligaprobably have been triumphant, if counsel could have shown that the power which is given to the

Legislature by the constitution is taken away by rules of Court.

A better objection is made to the validity of show that no abuse was ever committed. It was them, they have no claim of compensation. law 40 cease when they put themselves, or were judgment somewhat plainer.

put/by the Court, on their good behavior. these would be to say, that the proceedings be abused or misused. new contract, by which the State promised not to those franchises were abused and misused. repeal the charter for any past offence. The counsel did not take this ground, doubtless because they thought it untenable. We concur in the charter, and the corporators held their franken by the General Assembly, and carolled in IV. After the interest of the corporators has

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peased at the last session of the Legislature, and the Governor was authorized to appoint some suitable person to take charge of the road which the tion which would be conformable to the charter.

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peased at the last session of the Legislature, and the correct was authorized to appoint some suitable person to take charge of the road which the tion which would be conformable to the charter.

Company had built, and keen it in good ranging.

Physical conformable to the charter.

Company had built, and keen it in good ranging. plement may be lawfully claimed, but all that poration did not and could not disarm the Legiswere not plainly granted were withheld. It was containly a legislative recognition of the Company's existence as a corporate body; but it was convicted as a

such was its will. But it did not do so; it which would have estopped to show in a Court merely said that the stockholders should vote fif the Legislature had not interfered. in a manner different from that in which they VII. The power to repeal for abuse of corpohad voted before

tablished rules of interpretation, but is in accordance a remedy when a quo warrante would not. dance with the most liberal intent that can be ascribed to the Legislature in making it. Men | pealed, the franchises are, as a necessary consewho are capable of abusing a privilege conferred on them by the special favor of the State are mains what it always was—public property. unworthy to have it The State had a right to applied whenever the conduct of the corporation | agreed to submit to. would demonstrate that a remedy was needed --The error was to be repaired by the same body that committed it at any time after the error was ascertained For the same offence, the charter Concurring Opinions of Judges Lowrie and might have been forfeited on quo warranto, but another mode of reparation was adopted for the reason that the State did not choose to undergo She did not desire to play with lawyers and judges at the game of special pleading. She was unwilling to go for justice to a place where estoppels might prevent her from asserting the truth. She would retain the right of legislative repeal free from all restraints but those imposed by the constitution, or else she would not grant the charter If the corporators did not intend

to obey it when such was the stipulated penalty for disobedience, it was folly as well as wickednes to accept it The authority given by the Act of October, 1855, to the defendants to take possession of the railroad is asserted by the plaintiff's counsel to be an act of confiscation -a taking of private property for public use without compensation If this is be true, the injunction ought to be awarded for no Legislature can do such a thing under our constitution. When a corporation is dissolved subject to a legitimately legislative control. And by a repeal of its charter, the Legislature may appoint, or authorize the Governor to appoint, a person to take charge of its assets for the use of the creditors and stockholders; and this is not confiscation, any more that it is confiscation to appoint an administrator to a dead man, or a committee for a lunatic. But money, or goods, or dicial power, exercised for punishment, and needlands, which are or here the private property of ing no reservation in the charter, and no cona defunct corporation, cannot be arbitraily seiz- tract, to support it; the power of punishment be-Did it become irrepealable again when they were | cd for the use of the State without compensation | ing involved in the very nature of government. forced by this Court to undo the wrong they had pand or provided for This act, however, takes and not at all needing the aid of a contract relanoting but the road Is that private property? tion. We distinguish it further from the power Certainly not. It is a public highway, solemnly devoted by law to the public use. When the of the parties; for that too is a judicial power, lands were taken to build it on they were taken and needs no such express reservation. We dis for publicuse; otherwise they could not have been a tinguish it finally from the power which a party taken at all It is true the plaintiffs had a right has to rescind a contract for condition broken; undergo ought to be accepted in place of the ober to take tolls from all who traveled or carried for that is not a legitimate power at all, but the dience which they promised. That is not in the freight on it, according to certain rates fixed in power of executing an existing law, to wit, the

the charter, but that was a more franchise; a contract law of the given relation. its own limitation, by forfeiture or by repeal, the highway is thrown back on the hands of the State, and it becomes her duty, as the sovereign guardian of the public rights and interests to take care of it. She may renew the franchise, give it to some other person, exercise it herself. or declare the highway open and free to all the people. If the ranway itself was the private property of the stockholders, then it remains theirs and they may use it without a charter as other people use their own-run it on their own acrailroad company in the State; for it would have no effect but to emancipate them from the control of law, and convert their limited privileges into a broad, unbounded license. On this prinpunished, for misconduct Repeal of its charter, instead of bringing it to a shameful end, would put "length of days in its right hand, and poration has any property in them, though cor- ficers can change its character.

porations may have franchises annexed to and circumstances have occurred since, which bind you | road is an incorporeal hereditament, which may be granted to a corporation or to an individual: and the grantee has an estate in the franchise. But what estate? The estate endures for ever if the charter be perpetual; for years, if it be corporation, after its privileges were abused, had has pronounced its final decision, we must treat an estate at will, and the Commonwealth chose | it as right, for there is and can be no power to set to demand repossession That terminated the it saide. estate as completely as an estate for years would be terminated after the expiraion of the term. the Legislature should dissolve it for misconduct. When the legislative will was spoken its hour had come. Having no right to keep the franchises any longer, it would be absurd to claim compensationthis law by contending, that the contract ought for taking them away. To say that the stockhold to be so extended by construction in favor of the ers have a right to compensation for the francorporation, as to give the right of repeal only chises, because they are wrongfully taken, and for abuse or misuse, which shall be persisted in that they were wrongfully taken because they down to the time when the repeal is enacted.— have a right to compensation, would be reason-We have said, however, that this cannot be done. ing in a very vicious circle. If the stockholders We are clear in our conviction, that the right of had a right to retain the franchises, the charter repeal, under such a reservation, can be successful- could not be repealed at all, with or without ly denied only when the corporators are able to compensation. If they had no right to retain

not a right which existed merely while the cor. A brief recapitulation of the main points in porators were in a state of rebellion against the the case may serve to make the grounds of our

I. This charter was granted with a reservation A more plausible proposition than either of of the right to repeal it, if the franchises should against the corporation in equity suit implied a II. We are satisfied that, in point of fact.

their opinion. Contracts between the State and chises from the state merely as tenants at will, corporate bodies cannot be implied from anything in the same manner as if there had been an unbut plain words; and those words must be spo- conditional reservation of the right to repeal.

been thus cut down by their own misconduct to solemn form among its acts.

On the 14th day of April, 1852, and after the an estate at will, the Legislature only could en-V. The judicial proceedings against the cor-

jury, we may protect it in this form of proceeding.

If the defendant be justified by late the complaint to repeal—that the State is equitably estopped by must be dismissed.

What the defendant means to do is to execute.

The As tricted by the rules of pleading and evidence to repeal—that the State is equitably estopped by it from using the power of revocation which she made the franchise irrevocable by saying that made the franchise irrevocable by saying that the State may act in the Legislature upon a truth

rate privileges is a different right from that of We think the construction we have given to demanding a judicial sentence of forfeiture, and this reservation is not only required by the estimates a reserved for the very reason that it may afford

VIII The charter being constitutionally re-

XI. The corporators cannot be entitled to comtest the prudence of her bounty by this standard pensation, for they had no property in the road, -to fix her own locus penitentie-to try the and after their default they held the corporate grantees of the privilege and see whether they franchises at the will of the Legislature, and the would behave themselves well She kept in her exertion of that will, in the resumption of the hands the short, sharp remedy of repeal, to be franchises, did them no injury but what they

The injunction which the plaintiffs have moved for is to be refused.

Concurring with my brother Black in the rethe risk and embarrassment, and delay of a ju- sults which he has expressed, I desire only to dicial trial. She would not have the machinery add a few words, in order to procent some of the of a Court interposed between her and her rights. | questions in the form which they have taken in-

my own mind. It is provided in this charter that the legislature may resume the rights and privileges thereby granted to this Company. The charter is nothing else than the act and instrument by which rights and privileges are granted, and the resumption of the rights and privileges carries with it

the revocation of the charter. The power that may produce this result is the legislature, and therefore the power that granted is reserved for revocation. This reservation of legislative power over a subject is perfectly legitimate, and is not chargeable with the vice of enlarging the political functions of the legislature by means of a private contract. Before the charter the legislature had full power over that subject, and in the charter they expressly retain it, so that no doubt is left that the charter is still such control is expressly sanctioned as legislative by the constitution, article 1, s. 25, in an

analogous case. In saying that this reservation is of legislative power, we distinguish it from the power of forfeiture by due course of law; for that is a ju-

privilege derived entirely from the charter, and | Admit now that, as a general rule, corporait was gone when the charter was repealed. The tion charters are protected, as contracts, from le-State may grant to a corporation, or to an indi-vidual, the franchise of taking tolls on any high-within that category, for the legislative power to inway, opened or to be opened, whether it be a terfere is reserved in the grant of the franchise. ratiroad or river, canal or bridge, turapike or and therefore no such contract was intended. common road. When the franchise cosses by The power of resumption, being reserved as a legislative one, is necessarily absolute. If it were subject to judicial control, or conditioned a preliminary judicial sentence, it would not be legislative power at all.

It is objected that this power is not to be exereised, unless the corporation misuse or abuse its privileges. But as legislative power must be guided by its own wisdom and knowledge, so it may take its own way of informing itself; and the Courts cannot set aside its action, on their supposition or conviction that it is founded on count-charge what tolls they please-close it misinformation. If the Courts must first declare or open it when they think proper-disregard the abuse, then an express legislative function is every interest except their own. The repeal of made dependent upon the judiciary, which is charters on such terms would be courted by every simply abourd. That the law making power should be controlled in its action by previous

law is even more palpably so. These views show plainly enough that the limitatation of the legislative power of resumption, cible, a corporation might be rewarded, but never | to the case of an abuse of the privileges granted, is merely a moral restraint, and not a legal or constitutional one; for it is subject to no supervision, and is guided only by legislative wisdom in its left hand riches and honor." But it is | Such is its essential nature, if it is a legislative not so. Railroads made by the authority of the power. The very discretion that enacts is re-Commonwealth upon land taken under her right | served for repeal, and this excludes this act of of eminent domain, and established by her laws | incorporation from the class contracts in the conas thoroughfares for the commerce that passes stitution, and ranges it under the class law; and through her borders, are her highways. No cor- no subsequent acts of judiciary or executive of-

It may be possible that the act of repeal is exercisable within them

Such a franchise the plaintiffs had, but they enquire, if the power exists. Courts and juries unjust in its provisions; but of that we cannot have it no longer. The right to take tolls on a may be equally fallible; yet their judgements, within their legitimate province, must be regarded as right. No department of the government, is entitled to regard another separtment with suspicion in the exercise of its peculiar functions Every form of government, and every department given for a limited period; and at will, if it be of it is liable to error; but when the special derepealable at the pleasure of the legislature. This partment, which is entrusted with any matter,

But I do not believe that this repeal is unjust It is consistent with the most sincere respect, for The grant was exhausted, the corporation lived | those from whom I differ, for me to say that I its time out. Its lease of life was expressly lim- have a very clear conviction that it is eminently ited, at the day of its creation, to the period when proper and right. And this company could never have been led into this difficulty, if it had not colluded in the impudent fraud of the Franklin Canal Company, for which that company was suppressed by an act of assembly that was most generous in its provisions. If this Company had made their road an Eric and New York road. as was intended by their charter, instead of an Ohio and New York road, they would have saved themselves much trouble. The legislature is very indulgent in declaring that they may do it

yet. I am for refusing the injunction.

KNOX, J.:—Believing the Act of the General
Assembly which repealed the charter of the Erie
and North East Railroad Co. to be entirely constitutional, I agree with Mr. Justice Black and Mr. Justice Lowrie, in refusing the injunction prayed for. I will merely add, that in my opinion, this act was not only constitutional but clear ly right, and that its terms are fully as favorable to the company as it had any right to ex.

The Buffalo Courier talls the following good joke. As the passengers were leaving the Eria street Depot, a man named Johnson noticed a fellow passenger with his hand in his vest pocket, and at the same time saw him drop a bank hill, which Johnson picked up and says, my friend, here is something that you have just dropped" and handed it to the traveller, term of me," and refusing to take the money, left John-son one the better. He had heard of the drop

game, no doubt.

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