ther the Acts of the Legislature were valid. The Supreme Court of New Hampshire decided that the Legislature had not exceeded its authority, and so dismissed the action. An appeal was taken to the Supreme Court of the United States. The case for the old board was argued by the celebrated Daniel Webster, and the Supreme Court decided that the charter was a contract. The Chief Justice, the well-known John Marshall, says: "It can require no argument to prove that the circumstances of this case constitute a contract." Then the court proceeded to hold that this charter was a contract of the kind protected by the Constitution, and that the Legislature had no right to change it in any way.

In Canada the Legislature, without any hesitation, entirely changed the constitution of King's College, the predecessor of the University of Toronto; and no one imagined that the legislation was vulnerable in any point.

If to-morrow the Legislature should decide to change the status of Queen's University, there can be no doubt that it has the power to do so. If even the change were to bring about a relation of that University to the Methodist Church identical with that it now bears to the Presbyterian Church, the validity of the legislation would not be questionable.

So in England, the position of the ancient universities of Oxford and Cambridge has been seriously modified by Parliament; and no one in or out of Parliament questions the power of Parliament to make even more radical changes.

Again, if any enterprise receive a charter, that charter can be either in the old land or in Canada modified or abrogated at the will of the law-making body and without the consent of the corporation or any one else. In the United States, if any State should grant any exclusive privilege, this grant is looked upon as a contract and cannot be recalled. For example, if a State were to grant to a named individual or corporation the sole right for a fixed term to establish a slaughter house in a certain city, (and it has been held that a legislature may validly give such a right) the monopoly would be irremediable and the people helpless. With us, the law-making body can take what it can validly give.

If a State make an arrangement with any person or corporation that it will not tax property or rights or franchises, or will tax at only a fixed rate agreed upon, this, too, if for consideration, is a contract; and the Legislature cannot take up its lost sovereignty and exercise the power of taxation at will. Our Legislature cannot contract itself out of any of its powers given by the British North America Act. No act of the Legislature is so binding that it cannot be repealed by the Legislature or its successor.

In the case of a contract made by a State, some at least of the States manage to get out of any difficulty. For example, when I was in Missouri last fall at a meeting of the Bar Association of that State, I heard a long discussion as to whether the State had broken its contract with a firm of publishers in another State. I confess it seemed to me that the State had been in the wrong; and I asked why the matter was not tried in the courts. To my astonishment, I was told that the State, being sovereign, could not be sued: that as there was no such proceeding as exists in all British countries for testing the meaning of a contract with the Government, the publishers had to go without redress.

A writer in *The American Law Review* quotes me as saying: "Of the matters of difference between your country and mine, the third is a matter which I can't quite get through my mind so as to reconcile it with my sense of justice. I heard, yesterday, and I understand it is the law, that no man has a right of action against