Charles River Bridge Essay, Research Paper

The Proprietors of the Charles River Bridge Company erected the Charles River Bridge in 1785. It was used to link Charleston to Boston. A toll charge was placed on the bridge for forty years under the corporation charter issued by the state of Massachusetts. The bridge opened on June 17, 1786. In 1792 the toll was extended to seventy years. At the end of the seventy years the bridge would belong to the commonwealth. The state issued another corporation a charter, in 1828, to build a bridge that would only have a toll until the proprietors broke even or made a slight profit, called the Warren River Bridge. The Warren River Bridge was adjacent to the pre-existing Charles River Bridge. The new charter outraged the Charles River Bridge Proprietors because they felt that it was taking away their business and infringing on their rights under the contract clause.

The Charles River Bridge Proprietors sued the Warren River Bridge. They argued that the new Warren Bridge charter impaired the obligation of the contract in vested property rights. This meaning that the Charles River Bridge Proprietors felt that they owned the property surrounding the bridge and that their right to the property was being taken away without due process. The Warren River Bridge Proprietors argued that the toll bridge charter did not grant exclusive rights to the Charles River Bridge.

The contract clause played a major role in the court decision in this case. Article I, Section 10 of the Constitution states that, No state shall pass any bill of attainder, ex post facto law, or law impairing the obligation of contracts Another issue that arises in this case was what rights the states should have.

The Supreme Court decided that the Warren River Bridge charter did not violate the contract clause. They also stated that the Warren Bridge did not interrupt the passage over the Charles Bridge nor did it make the way to it or from it any less convenient. The Warren Bridge was only providing a more efficient and cheaper form of transportation. The protections offered by the contract clause must be narrowly defined against the guarantee, so as to protect the public s best interest. Since the Warren Bridge provided a better transportation for the people then is was considered the best for the general welfare of the public. The court also stated that the toll bridge contract did not present an exclusive right. The Charles River Bridge contract did not state that Massachusetts could not build another bridge or have someone else build one. The United States Supreme Court decided that community rights were just as important as private rights. They saw that if the original contracts were too strict the community would suffer. This would make it harder to introduce newer and faster means of travel and transportation.

The contract clause and how it was used in this case were very significant. The Supreme Court also gave the executive branch of the state more power by allowing them to do what they thought would make the people of the state happier. Since the Warren River Bridge made the people of the state happier, then entering into a new charter was completely legal. The contract clause was not written to limit a state from entering into competitive bidding. It should be used efficiently so that government resources and technological improvements can work together to help serve the public s needs better. One of the goals of this nation s founding fathers was to promote the general welfare, so the rights of community and private property have to be carefully guarded. New technology is important to the growth of our nation. If the Supreme Court had ruled in favor of the Charles River Bridge, then they would have to reaffirm the old methods of transportation and never develop new forms. There is no telling where our technology would be today if this had happened.