

ly repugnant thereto. If ite prescribing a remedy, and being a remedy, alone, and changes the one inception of the contract, of the contract, it does not an adequate remedy is

is, that all executions here- real or personal property ce &c., valuers appointed hall be offered for sale and two thirds its value. Thus, there is any unfair or un- the rights of the creditor. in honesty, fairness and mplates and directs that mparial, that upon ex- erty levied on, they, upon ur value in money, on the that the same shall be of- iff in the usual public man- for two-thirds its value it in satisfaction of the plain- us, by the law in question imposed entirely repugnant rinciples by its rules and laid down by Lord Ellen- ried 3, Campbell 521, r 597, a sheriff is not just- goods or estates levied on unous or great sacrifice— emely in present one too, with ancient custom with e. We will next inquire, if xecute the judgment of the the ascertained right of the by reason of the goods do the further provisions of ke from the creditor all sub-

In considering this par- in from the terms of the ac- intention of the legislature- fact, by defeating the execu- ment given for its violation- tion to prevent a ruinous- by the debtor, at once re- minor any lien his judgment- give him, and what time- time not increase- the goods hereby being- and have been offered

and effect of a judgment, and is a lien not on- ly on the goods formerly seized, but on all his goods and that of his 3 securities, on which without further delay or hindrance he is entitled to execution and sale of the estate or all the obligors in the bond or so much thereof as will be necessary, to sell for satisfaction, without any condition, &c. Is there in this a denial of justice or an abolition of all remedy, to the creditor? I cannot so decide. Is there in this a violation of the contract by altering or changing the contract as made and understood by the parties, at its inception? I think not. The remedy alone is changed, and that change made necessary, by circumstances unforeseen.

Then admitting the principles, that I have before stated as settled by the most approved authorities, among them—"That the remedy existing at the time of making the contract is not the obligation of the contract." "That the legislature can change and alter the remedy, without impairing its obligation, so that a present substantive remedy be left, I am constrained to say, that I am of opinion that the 7th and previous sections of the act in question are not repugnant to the constitutions—As to the 8th section of this act, and its provisions, they are not before me, but were it necessary, I could not judicially say they were not repugnant.

The last objection urged by the counsel in support of this motion against this act, that parties defendants or debtors would or might be changed in its execution, is as applicable to our old forthcoming bond laws as this, and yet it has never been held good and available. That many abuses in practice under this law or in carrying out its provisions exist, and may exist is not the present consideration of this court. It is only necessary for me to see that the law is executed in good faith, and as a fair and honest construction of its own provisions direct that a remedy is left, and to have satisfaction for violated contracts which my construction, I have before man- dated.

That value, no *provision* will con- sidered, that they will permit themselves, by intentionally making a value exceeding the actual value, and that value in excess of the value will be regarded that value obligation

GREAT LINE
FESTIVAL!

FELLOW-CITIZENS:—
YOU are earnestly re- requested to attend a FESTIVAL, to be given by the Whigs of West Tennessee and North Mississippi, and which will commence on the first Thursday in August next, at Boyd's Springs, in Marshall county, Mississippi, near the line which separates the States of Tennessee and Mississippi, and in the vicinity of the town of Lagrange, Tenn.

We invite the attendance of all persons, and promise them a rich feast of reason as well as of the "fat things" of the land, as we expect on that occasion the attendance of all the Whig Candidates for Electors from Tennessee, Mississippi, Alabama and Arkansas—together with many of the most prominent members of the Republican Whig party throughout the West.

We say to our Democratic as well as our Whig friends, come and hear what we have to say for ourselves.

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| E. T. Collins, | P. W. Lucas, |
| E. Morris, | W. V. Taylor, |
| S. K. Sneed, | A. B. Bradford, |
| J. N. Cocke, | B. Hill, |
| R. J. Yancey, | W. R. Harleg, |
| T. Booth, | W. Finley, |
| Of Tennessee, | G. H. Wyan, |
| | Of Mississippi, |

Committee of Invitation.
The Editors generally and respectfully requested to extend this notice.
July 4, 1840.

Notice.

By virtue of a Deed of Trust, executed by Thomas Hunt on the 27th August 1833, and duly recorded in the office of the Clerk of the Probate Court of Marshall County, Mississippi for the purposes therein mentioned. I will offer for sale by public Auction, in front of the court house, in the town of Holly Springs, in said county, on the 1st day of October next, the following described premises, to-wit: (1) a number twelve (12) in township No. 12 of range No. 10 (2) and section No. 36 (7) in township No. 12 of range No. 10 (3) West of the 9th Meridian, in the County of Marshall, State of Miss.