The Semi-Weekly Sentinel.

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THE SENTINEL:

TOWNSHIP MEETING IN CHATHAM.

In pursuance of public notice previously given, the people of Williams' Township assembled at Merritt's Chapel to nominate candidates for the Township.

The meeting was organized by calling R. P. Farmer to the Chair.

Sam Pethebridge, Willis Wilson and A. J. Rogers, were made Vice Presidents.

A. H. Merritt and W. A. Long were appointed Secretaries.

A Committee of twenty three were appointed to make nominations.

After consultation the Committee reported that it was not expedient to make nominations, but allow all who wished, to nominate themselves candidates.

C. R. Scott and A. J. Rogers came forward and announced themselves candidates for the Press, upon the ground that they pledged themselves not to carry with Township.

Hiram Williams announced himself as a candidate for Clerk.

Andrew Johnson announced himself as a candidate for Constitable.

Andrew Turner, Jr., being introduced addressed the meeting with a speech upon agrarian, our changed system of labor, the right of the whole man to the black and the black to the white, the tax and acts of the Legislature. Their irresponsibility and corruption.

Major York was next called upon who responded to the call by making only a few remarks, declaring that he had come to hear and not to be heard.

C. H. Williams, Esq., introduced the following resolutions which were adopted with a dissenting voice:

We the people of Williams' Township in Convention assembled, do declare,

1 That we affirm the resolutions adopted at the Township Convention, held at Mathews Chapel on the 27th December 1868, to wit:

1 *Resolved*, That we demand, as the people have a right to demand, that the National Government, shall be administered in the interest of the whole people, and not in the interest of any party or faction.

2 That we demand, as the people have a right to demand, that the State Government be administered in the interest and for the welfare of the whole people of the State, and to such we pledge our hearty cooperation.

3 That we demand that the officers of the Township, to be elected, if elected, shall discharge the duties of their offices, fairly, and faithfully, in the interests of the whole people of the Township, without regard to race, color, previous or present condition and not in the interest of any party or faction.

4 That we demand of the nominees of the Convention for Justices of the Peace, that, if elected, they administer justice alike to rich and poor, black and white, tenant and landlord, and having witnessed the baneful and pernicious influence of Judicial officers engaging in party strife, and the Judicial ermine, both on the bench and off the bench, prostituted to the ends of party supremacy, we do hereby solemnly declare and request that the candidates elected by this Convention for Justices of the Peace, do abstain entirely from all participation in the Township campaign, and all other public political demonstrations to the end that the administration of justice may hereafter be, as heretofore it has been in the Old North State, not only pure, but above suspicion.

5 That the action of Hon. A. W. Tourgee the Judge of the Superior Court of this county, meets our hearty disapprobation because that at Fall Term 1868 Court was not opened until on Tuesday morning, and at Spring Term 1869, the Court was not opened until on Wednesday morning, and we do declare and make known that the good people of Chatham are ill able to bear even the burdens of taxation that justly and inevitably fall upon them; and that his Honor should take steps, whereby, if Court is to be regularly opened on Thursday or Wednesday morning, that the county may be relieved of the enormous expenses of several thousand of dollars heaped upon the tax payers of this county, as well as the expense heaped upon private suitors in said Court.

III That we regard the recent action of the Supreme Court, in the case of the protesting lawyers, as unwarranted in law, unfounded in justice, subversive of the rights of the people, hostile to free speech, inimical to liberty, and, if carried out by the inferior courts, entirely subversive of the right of free speech, and accountability of public officers. Nor can we fail to perceive that a number of our fellow citizens, always foremost in the cause of liberty and free government, the sleepless sentinels in the courts over the rights of the people, have been ostracised and debarred of their inalienable rights as citizens, because they were attorneys. Nor are we so obtuse as not to perceive that the conflict of veracity lies between five lawyers on the bench, asserting a fact without the solemn sanction of an oath, and a number of distinguished lawyers off the bench, asserting facts directly opposite, under the sanction of a solemn oath, as to facts set forth. Nor do we forget that the learned Chief Justice furnished the main political document in the last campaign; that Judge Reade furnished the Legislative Address and previously had headed a party delegation to the city of Washington, and made a public speech at the inauguration of Gov. Holden, in behalf of the Judges of the Supreme Court, then and there appearing in a body; that Judge Dick openly participated in a heated, angry and disgraceful canvass for Congress, and that the names of the Judges of the Supreme Court, except the Chief Justice, were advertised to lend the influence of their names and stations to a heated and angry party meeting; that they have never been known to retract or withdraw the influence of their names to said meeting; and yet, in view of all these facts, so patent and so well known to the people of North Carolina, we find those who dare enter their respectful dissent, subjected to the ignominious punishment of being silenced without ever being heard in their own defence.

IV. That the people owe a debt of gratitude to the protesting lawyers, who dared to reprove the Judges for the impropriety of lending their ermine to a political party, for strict party purposes. We view the waste and profligacy and squandering of the people's money, by the present Legislature, demands, as it should receive, the universal execration of the people of North Carolina, irrespective of party, sect, color or race.

VI. That we believe that there is not one line of the State, as peace; and we sincerely desire that party rancor may abate; that the bitter pillage which have desolated and distracted our whole people, may be arrested; and, to that end, we do hereby call upon all public officers to administer the duties of their high offices, solely for the best interests of the State, and that all judicial officers abstain from the exercise of party concerts, to the end that the people may enjoy that security which secures to the proper and decent administration of justice.

[illegible] FRAUD.

We copy the [illegible] from the *Tallahassee Floridian*, a paper published in Tallahassee Florida:

THE GOVERNOR'S LETTER.—The letter of Gov. Reed to the Governor and Comptroller, the Senate of Florida, the Speaker of the House of Representatives, and the people of Florida, which we publish in full in our issue of yesterday morning, is a very important document. It is a plain, straightforward, and unanswerable exposure of the fraud and villainy of the Board of Trustees of the Internal Improvement Fund, in the attempt to impose upon the State the payment of the bonds issued to the Jacksonville, Pensacola and Mobile Railroad Company, for the construction of the road from Quincy to Jacksonville, and from Tallahassee to St. Marks, which the State is now called on to pay. The Governor, who was recently appointed to the Governorship of this State, was one of the Senators who voted for the Grand Jury of Wakulla County, for attempting to impeach the Legislature of North Carolina, which is now at Atlanta. The presentment, by the Grand Jury, took place at that term of the Court when Judge Watts appointed the Court on Thursday, and in ten minutes after the Grand Jury had made the presentment, Gov. Holden's embassy came to Atlanta with the carpet baggers not because they are indicted, "but because we can't manage our business here in the woods and corn fields."

FRAUD ON THE STATE. THE OMNIBUS RAILROAD BILL, SURREPTITIOUSLY ALTERED AFTER HAVING PASSED THE LEGISLATURE.

Rumors have been afloat in our streets for some days past that the Omnibus Railroad Bill, and the Which the Jacksonville, Pensacola and Mobile Railroad Company, asked to have a Bonds to an amount exceeding some $ millions, had been tampered with in the enrollment as to leave the State without the security provided for in the Bill as it passed the Legislature. We have examined into these rumors, *and find them correct*. A great fraud has been perpetrated. The bill, since its passage, has been tampered with, and the State, if she shall be secured at all, is to issue a million of bonds and its proviso was as it now stands, will have no more security than is afforded by a second or third mortgage.

The history of the Bill is just this: Gen. Littlefield prepared and had introduced in the Senate on the 16 of June a bill giving State aid to a road from Quincy in Gadsden to Madison, to the extent of $20,000 per mile, with other provisions so obnoxious as to make the things sink in the mouth of all honest men. Littlefield, no wonder, is not plentiful in friends, because, he is and of dishonest purposes of back-door, sneak-in and steal-out kind. The bill said not pass, whereupon he went to patching and modifying it. Meanwhile, Mr. Smith, Senator from Jackson, introduced a bill providing for State aid to the completion of our Railroad system at $12,000 per mile, the endorsement to be made in a case of ten and five miles after the road bed should be prepared for the iron and the iron was put down and within the jurisdiction of the State. The scheme, so different from the other, was so favorably received as to make Littlefield doubt whether, without some sort of compromise, he would be able to accomplish any thing for himself. Accordingly, on Saturday the 19th June, the friends of Smith's bill met in Littlefield's room at the City Hotel, at the request of L., when a compromise was agreed upon, embracing the principal features of Smith's bill, and most of those of Littlefield's scheme. There was this difference, so far as the latter scheme was concerned: It provided for $14,000 per mile in State Bonds instead of $20,000. The State was to be secured the interest on the Bonds issued, amounting to between two millions and a half and three millions, until the completion of the road Westward, and in addition was to have executed to it a first mortgage on the already completed road from Jacksonville to Quincy, and from Tallahassee to St. Marks, as a security for the faithful application of the Bonds.—This compromise measure was put into the hands of the printer on Sunday evening, the 20th June, and on Monday the 21st it was ready to be reported to the Senate.

At the morning session of the Senate on that day, to wit: June 21st, (the knowledge of the compromise having been communicated to members of that body,) the following proceedings were had—Senate Journal, page 62:

Mr. Wentworth moved that Senate bill No. 6—entitled an act to incorporate the Jacksonville, Pensacola and Mobile Railroad, and for other purposes, [Littlefield's first bill,] be recommitted to the Committee on that subject;

Which was agreed to.

Mr. Smith moved that Senate bill No. 7—entitled an act to amend an act entitled an act to provide for and encourage a liberal system of Internal Improvements in this State, [Smith's Bill,] be recommitted to the Committee on the Florida Railroad;

Which was agreed to.

Mr. Hillyer moved that the Committee on the Florida Railroad, and the Pensacola and Georgia Railroad, be instructed to report to this body at the afternoon session of to-day, and that they be instructed to report one bill jointly;

Which was agreed to.

When the Senate met in the afternoon, the Committees reported.

The report and the proceedings of the Senate, with the amendments made, and the vote on the passage of the bill, will be found recorded on pages 68, 69 and 70 of the Senate Journal of June 21.

The bill as passed contained, among other provisions, the following section. We call special attention to the language put in *italics*, for it is by the omission of this language in the enrolled bill as it now appears in the office of the Secretary of State, that the fraud against the State has been perpetrated:

SEC. 12 For the protection and additional security of the State in the issue of the bonds authorized in the preceding section, the Jacksonville, Pensacola and Mobile Railroad Company, shall deposit with the State Treasurer good and sufficient security to be approved by the Treasurer, for the payment of all interest that may become due on the State bonds issued to them until the completion of said Railroad, and shall assign to the State before the issue of the bonds as additional security for the same up to the entire Railroad from Quincy to Jacksonville, and from Tallahassee to St. Marks, which line shall be mortgaged to the State, when said road shall be completed in sections of twenty miles, to wit: that when twenty miles of the road west of Quincy shall be completed and in running order, twenty miles of the road east of Quincy shall be released from said lien, and so on in like proportion the said lien shall be released until the completion of the road to the Alabama State line, when said lien shall be fully cancelled and discharged.

The reader will see by comparing the part in *italics* in the section above, which words were contained in the section as it passed both houses, with the same section as it at present appears in the enrolled bill, that cross fraud has been perpetrated upon the State. Under the section as passed, the corporators could not obtain a dollar of State bonds in exchange for their own bonds until they had mortgaged the Road from Jacksonville to Quincy and from Tallahassee to St. Marks as a security to the State, and not even then until after they had satisfied the Governor, Comptroller and Treasurer that they possessed a *legal and unencumbered* title in the property which they proposed to mortgage; and but for this provision, we venture to say that, notwithstanding a plentiful use of money and bogus drafts, the bill would not have passed. By the section as it now stands in the enrolled bill, the corporators are not required to show any title at all, much less a "legal and unencumbered" one. The mortgage may amount to no mortage, as it certainly will unless they show a clear title to the property, or it may be nothing more than a second, third, or fourth lien. It certainly cannot be a first lien, as a mortgage already exists upon the whole extent of the road which they propose to mortgage to the State. A deed of Trust has already been executed in favor of Geo. W. Swepson and Calvin Dibble to secure the former for the moneys advanced and proposed to be paid hereafter in payment by him of the original purchase money of the Road, under which the road will be liable to sale in six months from the date of the execution of said deed.

It is not to be presumed that Mr. Swepson would voluntarily consent to the execution of a lien which should take precedence of his own and thus defer any payments to himself until after the completion of the road westward. In the criminal fraud perpetrated upon the State, by which this requirement is contained in the 12th section has been stricken out, he is released from the obligation of giving to the State any such first lien. Whether Mr. Swepson is privy to the fraud or not, he certainly was wise in the selection of an instrument who was equal to any corruption that might be necessary to meet any emergency. He (Littlefield) commenced operations by an inflammatory appeal to the negroes on the occasion of the dedication of a freedman's school-house, and thus propitiated their good will. He followed this adroit attack up by a supposed distribution of several thousand dollars in railroad transportation bills, current here as money, which has been deposited to the credit of Mr. Swepson and drawn out by it. Scat Littlefield on his order, as is believed, among a certain class of members of the Legislature, and following this liberality up with drafts drawn on the house of Scutter & Co., of New York, payable to himself and endorsed by him, in sums of from $250 up to thousands, which were presented to members of the Legislature and outsiders, many of whose names are known and will be forthcoming at the proper time. [illegible] scruple to resort to such criminal means as these to accomplish a purpose, would not bribe to go further, and by means of clerks and others, change a demand of the Legislature to accomplish a still further purpose.

The startling naturally arises, how could these outrageous frauds be perpetrated without detection at the time? Where were the guardians of the State? Who is responsible for them? It is agreed as a matter of fact that the bill, as it passed both houses of the Legislature was in correct shape. Copies of the bill, as it originally passed, with amendments marked thereon, attested by the Secretary and Assistant Secretary of the Senate, both declare that the bill as enrolled is not the same bill that passed that body. The Speaker of the House makes a similar declaration as to the bill that passed that branch. The Secretary of the Senate again declares that the bill enrolled and signed by the officers of both houses was not the same as the bill passed by both houses, and never left his hands from the time it was reported upon by the Committee, and laid on the table for the Engrossing Clerk. At what point, in the Clerk's or in the Office, or at what point in the Auditor's? Our theory is, that the bill as it engrossed and enrolled was right, but that engrossed or enrolled sheets, with the changes, were prepared ready to be substituted for the correct sheets at the proper time. The engrossed bill, as it now appears, contains the consolidated 12th section, whereas the engrossed bill transmitted to the House, and acted upon by that body, contained the 12th section in full as it passed the Senate, as there is abundant evidence to prove.

This shows that the supposed success has been gained through a wide-reach conspiracy, involving the engrossing clerk, the Secretary of the Senate to make it full with the enrolled bill, and at proper time, and on the other hand, the enrolling clerk, the engrossing clerk, and the officers of the Senate and House, who signed the enrolled bill to make it agree with the engrossed bill. It was a stunning fraud, subtly and admirably conceived and perpetrated by the parties who carried it out, giving out of the extraordinary provisions and the extraordinary means resorted to were its passage, which is suited to those crafty of every feature, and the preservation by members of the Legislature of copies of the bill as it passed both houses, it would probably have escaped without notice. As it is, the villainy of the thing is patent, the fraud too gross to escape detection. It has unquestionably delivered its own end, for we do not suppose for a moment that a bond will be issued under them. Indeed, we understand that an injunction will be asked for prohibiting such issue. Thus does attempted fraud often defeat itself and recoil upon its authors. It is not at all unlikely that Florida will hereafter prove too warm a place for certain parties, and in all probability we shall not be honored again soon with their presence.

There are other changes in the enrolled bill made since its passage by the Legislature, but we have not room to point them out.

Constitutionality of the Homestead Act —Opinion of the Supreme Court, in an, delivered by Judge Reade.

The question involved in this case is whether the provision in our State Constitution exempting certain property from execution sale, impairs the obligation of pre existing contracts.

The provision in the Constitution is as follows:

ART X SEC. 1. The personal property of any resident of this State to the value of five hundred dollars, to be selected by such resident, shall be and is hereby exempted from sale under execution or other final process of any Court issued for the collection of any debt.

SEC. 2 Every Homestead and the dwelling and buildings used therewith, not exceeding in value one thousand dollars to be selected by the owner thereof &c., shall be also exempted.

There has been suitable legislation to carry out said provision.

We concede that if this exemption impairs the obligation of contracts, either expressedly or by implication, it is against the Constitution of the United States and therefore void.

The obligation of a contract is the duty of its performance according to the terms thereof. Any act which alters its terms, or enables either party, without the consent of the other to alter or evade its terms, impairs its obligation and is, therefore void.—A promises to pay to B $100 on a given day. An act requiring him to pay a day earlier, allowing him to pay a day later, would alter the terms as to time and impair the contract. So an act requiring him to pay $101, allowing him to discharge the debt with $99, would alter the terms as to the amount &c.

We concede, also, that a contract must be understood to be made with reference to existing laws for its enforcement. And if, at the time of the contract, there are laws in existence for its enforcement, it is the same as if the State were to say to the parties, there are now and so there shall continue to be, laws to enable each party to enforce the contract. And after such assurance, if the State abolish, or injuriously change the remedy, it would be violative of the Constitution of the United States and therefore void.

The contract in this case was made before the constitutional exemption, and, therefore, when the debtor agreed to pay the creditor a certain sum, we are to enquire what was the remedy for the enforcement of that contract?

It was to sue him, get judgment, issue *Fi. Fa.*, levy upon and sell such property as he might have subject to execution. Observe, not levy upon and sell any particular property, or all he might have; but only such as might be *subject to execution*. What is his his remedy now under the Exemption Law? It is, to sue him, get judgment, issue execution, levy upon and sell such property as he has subject to execution. What is the difference in the remedy then and now? There is not only no injurious alteration, but there is no alteration at all, so far as the proceedings are concerned.

It was formerly the case that, when a creditor got his judgment he had two remedies; one, the levy upon and sale of property, and the other the imprisonment of the debtor. The Legislature abolished the remedy by imprisonment, which often brought the money, when nothing else would, leaving only the remedy against the property. And then it was contended that the abolishment of the remedy of imprisonment impaired the contract. But the Courts disregarded such a construction, and held that the remedy was merely regulated, and was wise. The true import of the law being, not that the parties should have any particular or specific remedy, but a substantial and convenient one. In what way does the Constitutional exemption alter or impair the contract which these parties make? How is the remedy changed? What was the law at the time of the contract, and which became a part of it? Was it that all or any portion of the property, which the debtor had at the time of the contract should be liable to execution sale? Was that the creditor's security for his debt? Certainly not. The contract was personal and a lien upon nothing. Else, how would it be if the debtor had no property? or, if he had any, how would it be if he should sell it? Or, how would it be with property acquired after the contract? Or how, if a subsequent and more vigilant creditor should get ahead, and take the whole in execution? Or, in case of the debtor's death, how would the widow get her, or a year's provision? Or, how would funeral expenses have the preference over all other debts? These considerations make it plain, that no such element enters into the contract, as that any portion or property which the debtor has at the time of the contract, or which he may subsequently acquire, shall be liable to execution sale; or that any particular remedy is guaranteed. The guaranty is that the contract shall never be altered by law and that there shall be a remedy to enforce it. And the contract is made, not only with reference to the remedy existing, but also to such reasonable changes, as the interest of society require, and the State may think proper to make.

Against this view, it is contended, that there are express decisions to the contrary. If there be such by the Courts of our sister States, they are entitled to respectful, and if by the Supreme Court of the United States or by our own Court, they are entitled to the highest consideration.

The cases most pressed upon our attention in favor of the creditor are Bronson vs. Kinzie, 1 Howard 311, and McCracken vs. Haywood, 2 Howard 608, both decided by the Supreme Court of the United States. Bronson vs. Kinzie, where it was provided in a mortgage deed, that if the money secured was not paid at a given time, the mortgagee might enter and sell. And the Legislature of Illinois passed an act to the effect that the mortgagee should not enter and sell as the contract said he might, but that he might enter and sell, upon certain conditions, not specified in the contract.—This was clearly an alteration of the contract and impaired its obligation. *It changed the contract of the parties.* But, how is the contract changed in our case? Not at all. It stands word for word, as the parties made it. And so too, the remedy, as we have seen, stands word for word.

The other case, McCracken vs. Haywood, arose under an act of the Legislature, which allowed the contract to stand, and the remedy to stand, except that it provided, that when the property levied on should be offered for sale, it should not be sold unless it brought two thirds of its appraised value. The property was offered for sale and would not bring the price. What then was the Court to do? The act applied to all the property the debtor had, and to all his much or little property, it could not be sold, and by no possible means could the creditor make his money. Clearly here was a deprivation of all remedy. But, how is it in our case? The exemption does not cover all, but only *so much* of the debtor's property, and does not exempt his future acquisitions. It does not clog the execution sale with unusual terms, which was the ground upon which McCracken and Haywood was decided, but leaves it unembarrassed. And if it should happen, as in our case, that all the debtor's property falls under the execution, it was not within the purview of the Constitution that it should, but is only the "*accident*," of the debtor's property, and does not affect the law. In the case of McCraken vs. Haywood, the Court ordered the property to be sold for what it would bring, as the *only* remedy left to the creditor. Our attention was called also to an elaborate opinion of Judge Carpenter, of the Circuit Court of South Carolina, Parcell vs. Whaley, reported in the newspapers, declaring the exemption laws of South Carolina, which are substantially the same as ours, unconstitutional and void. The authorities relied on by the learned Judge were among others of less importance, the aforesaid cases of Bronson vs. Kinzie and McCracken vs. Haywood, and we have seen they do not sustain him.

Another case cited by him and directly in point for him, is Dank vs. Guackenbush, 4 Denio 594, decided first by the Supreme Court and then by the Court of Appeals of New York. But the attention of the learned Judge was not called to the fact, that, in that case, the Judges in the Court of Appeals were equally divided, and, therefore, the decision in the Court below stood; nor to the more important fact, that, in a subsequent case in 1854, in the same Court, Morse vs. Gould, 1 Kernan 281, the case of Dank vs. Guackenbush was received and overruled. Again, the case before Judge Carpenter did not involve the point whether the Exemption Laws impaired the obligation of contracts, and, therefore, his opinion upon that question is only a *dictum*.—He states the principles involved in the case as follows: "The judgment was by law a vested right, a lien, a contract. Had the State the Constitutional power to divest the plaintiff of his rights, and vest them in the defendant? Upon the principles involved in the case, there is no difference between liens by mortgage, and by judgment, the former are specific, the latter general; but both are vested, legal rights," &c. It will be seen, therefore, that the question involved was not that of impairing the obligation of contracts, under the Constitution of the United States; but of destroying liens and invading vested rights, under the Constitution of South Carolina. There is nothing therefore in that decision against any position, but the *dictum* of the learned Judges; for it is not pretended that in our case, there was any lien or vested right, we are not therefore interested to inquire, whether the learned Judge's decision, that "liens" and "vested rights" cannot be abolished by a State Convention in framing their organic law.

Our attention was called also to a decision of Judge Orr, of the Circuit Court of South Carolina, reported in the newspapers, sustaining the South Carolina Exemption Laws.

We are not aware of a single decision except as before stated, either in the Courts of our sister States, or of the United States, in which general exemption laws have been held to be an infringement of the Constitution of the United States. There being no decision against them, let us see if there are any in their favor.

The Legislature of New York, in 1850, passed an act, exempting from execution,—in addition to former exemptions—"necessary household furniture, working tools and team, not exceeding $150 in value." The creditor obtained a judgment upon a debt existing before the act, and levied on the debtor's team, a pair of horses. And the question was, whether the exemption was good against pre existing debts. The opinion of the Court was elaborate and able, that the exemption was good, Morse vs Gould, *supra*. The opinion is the more important, as it revised and overruled a former case, in the same Court, Dank vs Guackenbush, cited by Judge Carpenter.

It also revived the cases of Bronson vs Kinzie and McCrackin vs. Haywood, and indeed all the cases bearing on the subject, and distinguished them from that, as we have from this. In a late case in 9 Wisconsin, 559 Bumbback vs Bade, the case of Morse vs. Gould, *supra*, is revived and approved. And so Bronson vs. Kinzie, Taney C. J. says, A State Legislature may, if it think proper, direct that the necessary implements of agriculture, or the tools of a mechanic, or stocks of a necessity in household furniture, shall, like wearing apparel, not be liable to execution on judgments; and regulations of this kind have always been considered in every civilized community as property belonging to the remedy, to be exercised or not by every sovereignty, according to its own views of policy, or humanity. It must reside in every State, to enable it to secure its citizens from unjust and harassing litigation, and to protect them in those pursuits, which are necessary for the existence and well being of every community."

And to a subsequent case Planters Bank vs. Sharp, 6 Howard 301, Mr. Justice, Woodbury in delivering the opinion of the Supreme Court of the United States enumerated exemption laws, among the examples of legislation, which might be Constitutionally applied to existing contracts.—And in Bigelow vs Pritchard 21, Pickering, the Supreme Court of Massachusetts decided that the Legislature might lawfully diminish the creditor's remedy to enforce judgment, by exempting a part of the property of the debtor from attachment on mesne process, or levy of execution, for example, articles of furniture, beds and bedding, &c., necessary for a debtor and his family. And in Mobee vs. Gould, *supra*, it is said, that general exemption laws are valid "though a case might happen, possibly, where the exempt property would constitute all that the debtor possessed." And in a late case, Stephenson vs Osborne, 41, Miss. 119, reported in the April number of the American Law Review p. 476, the Supreme Court of Mississippi decided that the Mississippi exemption law "was Constitutional as to contracts existing at the time of its passage." We have a decision of our own Court directly in point. In Dean vs King 13, p. 20, the Court decides, Ruffin, C. J. delivering the opinion, that an exemption of a "mare and five hog," under the act of 1848, was good against a debt contracted in 1846.

The case of Dean vs. King was this: The exemption laws of 1844, applied to debts contracted after 1st July, 1845, and it was insisted that the debt in that case was *contracted* before 1st. July, 1845, although the judgment was not rendered until 1846. The Court said the exemption was not made under the law of 1844, because "a mare" was not embraced in that law, but it was made under the act of 1848, and that it was valid. It is true, that it does not appear that it was objected, that the exemption act of 1848 could not apply retrospectively, but it could not have escaped the attention of the Court, nor of two eminent counsel who argued the case, that an exemption law of 1848, applied to a debt of 1846, did operate retrospectively as to the debt affected by it.

We have, too, our Legislative construction, and the practice of our Court under it, for the last twenty years. The Revised Code, adopted in 1856, makes the exemption of: "one cow and calf, ten barrels of corn or wheat, fifty pounds of bacon, beef or pork, or one barrel of fish, all necessary farming tools for one laborer, one bed, bedstead and covering for every two members of the family, and such other property as the freeholders may deem necessary for the comfort and support of such debtor's family; such other property not to exceed fifty dollars," apply to all debts contracted since 1st July, 1845. It is true that, by the act of 1844, some of these articles were exempted, but the bulk of them were not embraced in any exemption act until 1848, and yet they were made to apply to debts as far back as 1st July, 1845.

So in 1866 7 our Legislature passed an act exempting: All necessary farming and mechanical tools, one work horse, one yoke of oxen, one cart or wagon, one milch cow and calf, fifteen head of hogs, five hundred pounds of pork or bacon, fifty bushels of corn, twenty bushels of wheat, and household and kitchen furniture, not exceeding $200 in value."

And this was not restricted to subsequent contracts, which is the more significant, as by the same act a Homestead of one hundred acres without regard to value, was restricted to subsequent debts. So that exemptions applying to antecedent debts have had the sanction of our Legislature and of this Court, and of the practice of all the Courts, for the last twenty years. But then it is said that while that may have been so in regard to *necessaries*, yet our exemptions are too large, they are not necessaries. If it be conceded that the Legislature has power to exempt any thing as to existing debts, then what are necessaries is a question for the Legislature and not for the Court. But our exemption laws heretofore, have not been restricted to mere necessaries, but have looked to the "comfort and support of the debtor's family," Rev. Code, *supra*. And the exemptions have been repeatedly and considerably increased to keep pace with the change of manners and customs and the condition of our people. It will readily appear that the late exemptions of personal property, in many instances, might greatly have exceeded $500. If the Legislature can exempt personal property, it is not pretended that it may not in like manner exempt real estate—a homestead.

It is objected that the Homestead law ought not to be construed to operate retrospectively. We admit that this is the general rule of construction; with an exception, however, in favor of remedial, and as sometimes called beneficial laws. All our laws in regard to remedies and procedure have been lately altered by the new Code of Civil Procedure, and made to act retrospectively. No debt, no matter when contracted, can be sued for and recovered now as before the Code. Even the Courts themselves have been changed.

By the act of 1808, a summary remedy, by motion for judgment on ten days notice passed an act, exempting from execution,—in addition to former exemptions—"necessary household furniture, working tools and team, not exceeding $150 in value." The creditor obtained a judgment upon a debt existing before the act, and levied on the debtor's team, a pair of horses. And the question was, whether the exemption was good against pre existing debts. The opinion of the Court was elaborate and able, that the exemption was good, Morse vs Gould, *supra*. The opinion is the more important, as it revised and overruled a former case, in the same Court, Dank vs Guackenbush, cited by Judge Carpenter.

It also revived the cases of Bronson vs Kinzie and McCrackin vs. Haywood, and indeed all the cases bearing on the subject, and distinguished them from that, as we have from this. In a late case in 9 Wisconsin, 559 Bumbback vs Bade, the case of Morse vs. Gould, *supra*, is revived and approved. And so Bronson vs. Kinzie, Taney C. J. says, A State Legislature may, if it think proper, direct that the necessary implements of agriculture, or the tools of a mechanic, or stocks of necessity in household furniture, shall, like wearing apparel, not be liable to execution on judgments; and regulations of this kind have always been considered in every civilized community as property belonging to the remedy, to be exercised or not by every sovereignty, according to its own views of policy, or humanity. It must reside in every State, to enable it to secure its citizens from unjust and harassing litigation, and to protect them in those pursuits, which are necessary for the existence and well being of every community."

And to a subsequent case Planters Bank vs. Sharp, 6 Howard 301, Mr. Justice, Woodbury in delivering the opinion of the Supreme Court of the United States enumerated exemption laws, among the examples of legislation, which might be Constitutionally applied to existing contracts.—And in Bigelow vs Pritchard 21, Pickering, the Supreme Court of Massachusetts decided that the Legislature might lawfully diminish the creditor's remedy to enforce judgment, by exempting a part of the property of the debtor from attachment on mesne process, or levy of execution, for example, articles of furniture, beds and bedding, &c., necessary for a debtor and his family. And in Mobee vs. Gould, *supra*, it is said, that general exemption laws are valid "though a case might happen, possibly, where the exempt property would constitute all that the debtor possessed." And in a late case, Stephenson vs Osborne, 41, Miss. 119, reported in the April number of the American Law Review p. 476, the Supreme Court of Mississippi decided that the Mississippi exemption law "was Constitutional as to contracts existing at the time of its passage." We have a decision of our own Court directly in point. In Dean vs King 13, p. 20, the Court decides, Ruffin, C. J. delivering the opinion, that an exemption of a "mare and five hog," under the act of 1848, was good against a debt contracted in 1846.

The case of Dean vs. King was this: The exemption laws of 1844, applied to debts contracted after 1st July, 1845, and it was insisted that the debt in that case was *contracted* before 1st. July, 1845, although the judgment was not rendered until 1846. The Court said the exemption was not made under the law of 1844, because "a mare" was not embraced in that law, but it was made under the act of 1848, and that it was valid. It is true, that it does not appear that it was objected, that the exemption act of 1848 could not apply retrospectively, but it could not have escaped the attention of the Court, nor of two eminent counsel who argued the case, that an exemption law of 1848, applied to a debt of 1846, did operate retrospectively as to the debt affected by it.

We have, too, our Legislative construction, and the practice of our Court under it, for the last twenty years. The Revised Code, adopted in 1856, makes the exemption of: "one cow and calf, ten barrels of corn or wheat, fifty pounds of bacon, beef or pork, or one barrel of fish, all necessary farming tools for one laborer, one bed, bedstead and covering for every two members of the family, and such other property as the freeholders may deem necessary for the comfort and support of such debtor's family; such other property not to exceed fifty dollars," apply to all debts contracted since 1st July, 1845. It is true that, by the act of 1844, some of these articles were exempted, but the bulk of them were not embraced in any exemption act until 1848, and yet they were made to apply to debts as far back as 1st July, 1845.

So in 1866 7 our Legislature passed an act exempting: All necessary farming and mechanical tools, one work horse, one yoke of oxen, one cart or wagon, one milch cow and calf, fifteen head of hogs, five hundred pounds of pork or bacon, fifty bushels of corn, twenty bushels of wheat, and household and kitchen furniture, not exceeding $200 in value."

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It is objected that the Homestead law ought not to be construed to operate retrospectively. We admit that this is the general rule of construction; with an exception, however, in favor of remedial, and as sometimes called beneficial laws. All our laws in regard to remedies and procedure have been lately altered by the new Code of Civil Procedure, and made to act retrospectively. No debt, no matter when contracted, can be sued for and recovered now as before the Code. Even the Courts themselves have been changed.

By the act of 1808, a summary remedy, by motion for judgment on ten days notice money and failing to pay over. A motion was made against a Sheriff for an antecedent liability. It was objected, that the act did not operate retrospectively. But this Court held the contrary, saying that, "when an act takes away, from a citizen a *vested right*, its constitutionality may be inquired into; but when it alters the remedy or mode of proceeding as to rights previously vested, it certainly runs in a constitutional channel. The acts are beneficial, and should be favorably construed. Oates vs. Darden, 1 Murphy 501.

So a State Legislature may discharge a party from imprisonment upon a judgment in a civil action, without infringing the Constitution; for this is but a modification of the remedy, 3 Story on the Con. 251, Mason vs. Haite, 13 Wheaton, R. 370.

A Statute changing the rules of evidence may be applied to pending suits. Cooly Con. L. 381.

So a statutory privilege is not a vested right, as exemptions of persons or property from taxation or exemptions of property from being seized by attachment, or execution, Id. 383.

So Homesteads, or other property which are now exempt under the Constitution might be made liable by a subsequent Convention, Id. N.

If, therefore, the Homestead Laws were not retrospective *in terms*, yet, as they are remedial, beneficial laws, interfering with no vested rights and are a part of the fundamental law of the land, they ought to be liberally construed in favor of the person to be benefitted. But we think they do not depend upon *construction*. The plain words are that they shall apply to, "any debt"—all debts. And it is only by construction, and we think an erroneous construction, that they can be restricted to any particular class of debts.

But really the Homestead and exemption laws, although affecting antecedent debts, are not retrospective in the proper sense of that term. What would be a prospective Homestead law? Evidently that which should allow a Homestead *to be laid off hereafter*. What, as contra-distinguished from that, would be a retrospective Homestead law? Evidently that which makes valid a homestead which *has been laid off heretofore*. The great error is in supposing that the Homestead law is a law to defeat debts. That is no part of the object of the law.—The laying off a Homestead is the sole object and is prospective altogether. If any debt is affected by it, it is merely incidental. It may be conceded therefore, without affecting the Homestead, that any law, the purpose of which is to defeat a debt, is void. But the Homestead law declares its object upon its face to be, not to defeat debts, but, to allow to every resident of the State, "and his children" and his "widow" a home and the means of living, if they have them. It is a question, not of defeating debts, but, in the language of Chief Justice Taney, "it is a question of policy and humanity, which every civilized community regulates for itself.

Its wisdom or folly, justice or injustice, is a question for the law making power, and not for the Courts. In our case, the law has the sanction of the Convention and of the Legislature, and of the direct vote of the people in adopting the Constitution, and of the Congress of the United States which approved the Constitution. And, as it is not in contravention of the Constitution of the United States, it would be an assumption of extraordinary power for us to declare it void.

With the policy of these exemptions this Court has nothing to do. If they are within the power of the Legislature then it is sufficient for us that, "thus it is written."

We have not thought it necessary to notice the suggestion, that in as much as the sale of lands under execution is by Statute, so it may be exempted by Statute.

No question arises in this case as to the interference with vested rights under our State Constitution, because the exemption is a provision in the Constitution itself.—The only question is, whether it impairs the obligation of contracts, under the Constitution of the United States. We think it does not. Jacob vs. Smallwood, 63, N. C. R. This will be certified, &c. Judgment reversed.

READE, J.

SUPREME COURT ROOMS, Raleigh, July 8th, 1869.

COL. GEORGE LITTLE,
President Land Company, &c.

DEAR SIR:—Your favor of this inst., was just handed to me. I take pleasure in being able to say that the laws are enforced in this State, so as to give ample protection to persons and property. Indeed, we have as much "law and order" in "the Old North State" now, as we had before the war, and it equally deserves the reputation of being "the land of steady habits." The misrepresentations to which you refer, are to be attributed in a great measure to the imprudent party zeal of some of our newspapers.

I have no hesitation in saying, that persons from the North, coming here, not for the purpose of making *politics a trade*, but for the purpose of settling among us, and attending to business, whether as farmers or mechanics or in the learned professions, will be as well received and treated with as much respect and consideration and kindness as in any State in the Union.

I will add, both political parties concede to persons coming amongst us, the right to enjoy and express their opinions upon politics and "matters and things in general," as freely as citizens who do not enter into the vortex of politics as *partizans*, can have any where.

You are at liberty to make use of this letter, for the purpose indicated by you.

Yours, &c., very respectfully,

R. M. PEARSON,
Chief Justice.

The Peabody Institute, established mainly by the bounty and named in honor of George Peabody, was dedicated Wednesday in the town of Peabody. The dedicatory address was by the Rev. J. W. Fletcher. In briefly respon