

Free Lead MATCHES

SOUTHERN BANNER and CONSERVATIVE.

Vol. II. HOLLY SPRINGS, Miss. FRIDAY, AUGUST 13, 1841. No. 19.

THE SOUTHERN BANNER AND CONSERVATIVE.
Published in the town of Holly Springs, Mississippi, weekly, at Four Dollars if not paid in advance. And subscription taken for less than six months. Advertisements will be inserted at One Dollar per square (ten lines or less), for the first time, and Fifty cents for each continuation.
All advertisements not marked with the number of insertions on them, will be continued until ordered out at the above rates.
Announcing candidates for office will be—For State at large, \$10—For County, \$5; to be paid down or assumed by a responsible name in town.
Letters addressed to the publisher of the Southern Banner, on business with the office, must be post paid, to insure attention.
Yearly advertisements, inserted at the usual rates. Personal alterations will be charged double.
No money will be paid for all JOB WORK done at this office as soon as delivered.

HOLLY SPRINGS JOCKEY CLUB RACES.
Meeting, 1841, will commence on the Monday in October next.
FIRST DAY, MONDAY,
Sweepstake for two year olds, one mile \$150 Entrance, \$50 forfeit; to name and ride by the first day of October.
SECOND DAY, TUESDAY,
Sweepstake for two year olds, mile heats, Entrance, \$100 forfeit; to name and ride as above.
THIRD DAY, WEDNESDAY,
Sweepstake for three year olds, mile heats, Entrance, \$50 forfeit; to name and ride as above.
FOURTH DAY, THURSDAY,
Sweepstake for three year olds, mile heats, Entrance, \$50 forfeit; to name and ride as above.
FIFTH DAY, FRIDAY,
Sweepstake for four mile heats.
SIXTH DAY, SATURDAY,
Sweepstake for best three in five, mile heats.
We have had no Meeting of the Jockey Club Members, during the present summer, and for the several Purses cannot be certified but will all be highly respectable, hanging up on each day at the stand in good order.
L. COCKE, Proprietor.
Holly Springs July 25th 1841.—16—tdr.

Trust Sale.
In pursuance of authority given me, by virtue of a deed of trust made by James W. Davis, for the purpose of securing Wm. Davis for liabilities incurred by him; as security for the sum of \$1000, I shall on the 1st day of August 1842 at the Court House door, in the town of Holly Springs, offer at public sale, all the Negroes, Land and other property, therein contained, to the highest bidder for cash, being the said 40 Negroes and Land lying in the counties of Pontotoc and Union. Reference is made to the trust deed now of record in the County for a more particular description of the property. I will make such title only to property as is vested in me.
JAMES L. TOTTEN Trustee.
July 19th, 1841.—4t.

L. CAGE, & CO. DRUGGISTS.
HOLLY SPRINGS.
I would inform the public that they have removed to the Store adjoining the Union Bank. That they have received, and keep constantly on hand, a large and complete assortment of Drugs, Medicines, Paints, Oils, Dyes, Perfumery, Surgical Instruments, &c. etc. of which they intend to sell for CASH, at a lower than can be purchased at any other place in the South. Particular attention paid to preparing and putting up of Physicians orders and prescriptions.
Holly Springs, April, 1841.

Notice.
VALUABLE PLANTATION FOR SALE.
I offer my plantation for sale, lying in Marshall county, section 10, Township 4, Range 3, containing a half from Holly Springs, with 200 acres of cleared land, in a high state of improvement, under an excellent fence, with a double log dwelling, with all necessary out-houses, an excellent well in the yard. Also, 60 or 70 head of hogs. Apply to the undersigned or to David JAS. COLBERG, Holly Springs, Feb. 19, 1841.
NOTICE.—Notice is hereby given, that on the 23d day of November, 1840, the Probate court of Marshall county, State of Mississippi, granted letters testamentary to the undersigned, as executor of the last will and testament of James D. Marr, dec'd. and he was then by him duly qualified as such executor. All persons having claims against the estate of said James D. Marr, are hereby required to exhibit the same to the undersigned within the time limited by law, or the same will be barred.
ISAAC R. MARR, Ex'r.
July 6, 1841.—18-6t.

A List of Letters REMAINING in the post office at Holly Springs on the 1st July, 1841, which, if not taken out within three months, will be sent to the General Post Office as dead letters.
A
Abston Joshua Col
Alexandria Mr
Allen John
Butter Joseph T
B
Busky Thos W Esq
Buckhamen Rev Benj R
Brayser Mrs Francis M
Boyt Amos
C
Bridges Henry Esq
Barker Henry Esq
Baty Alfred or James
Baity James
Belew Harvey S
Brigs John Esq
Brit Warren
Barber Elisha
Byrn Citizen
Brown George W
Britt Pat M
Bux Meredith
Burton Virginia
Benton B
Barker Rev G
Brun Jno
Barker Jno D
C
Crisp Jno H
Cobb Rich'd
Cooper John
Coleman Thos
Cofar Elisha
Crowder Jackson
Clam J G
Carter H R Esq
Chandler Mrs Irvey
Carroll Nuel W
Chambers N Esq
Clark Richard H
Cantrell John
Crowder Jackson
Collinsworth A D
Cemel Jno R Esq
Carter Jno R
Camel S M
D
Deallen Mr G P
Dupree Edmund
Davis Charles 2
Davis Jno S 2
Durham
E
Ellis W H
Ellis Elizabeth P
England John
F
Fowler Mr
Fuller Daniel
Fuller John
Fowler R O
Fuller Ellinger
Farrell James
Fowl r Mauida
Fitch Thomas
Faw Mrs Jane
Fitzgerald Gibborn
Floyd George W or Grigs
G
Gideon Amanda F
Gipson William 2
Gower Z L
Goodman Joseph Esq
Geddiss Mr
Gould C C
H
Humphreys Montgomery
Harris Doctor P
Henderson Alexander
Hankins, attorney at law
Harris John Esq
Hardin Andrew M
Henderson W H
Holland James M
Howery Sherman 2
Holland Kemp S 4
Hardaway Ann Miss
Halton E W
N. B.—Persons calling for letters will please say "ad-versed."
July 26, 1841.

REPLY OF HOPE & CO. OF AMSTERDAM TO GOV. McNUTT'S TO THEM, JULY 13, 1841.
To the Governor of the State of Mississippi:
We have the honor to acknowledge the receipt, in due time, of your Excellency's answer, of the 13th July, ultimo, to our note of the 22d of May, preceding, demanding the payment of the interest which is in arrear on the bonds held by us, which were issued by your State on account of the Uni n Bank— together with the copies of the journal of your legislature for the years 1840 and '41. The purpose of your Highness, in forwarding the latter, we cannot readily divine, unless to evince in your State how lightly are regarded, even by its Chief Magistrate, the obligations of honor and truth. You aver that the State will "not pay those bonds, or the interest due or to become due thereon." The legislature make a precisely opposite assertion. You will pardon us if in so delicate a conjecture we are inclined to credit the more numerous department of your Government. We are therefore disposed to regard this most extraordinary document as expressive of your individual views, rather than those of the State or the people.

Regarded in this point of view, we shall attempt to demonstrate that you, sir, should be the last man in the State to anticipate such a decision, or to vindicate it, when made.— We think this manifest from your entire failure to defend your course on this subject in your message to the Legislature of this year, vetoing the resolutions adopted by them in favor of the payment of these bonds. It is proper that we notice, that you admit your approval of the laws under which these bonds were made and sold, and place the defence of the State on the ground that they were sold at less than their par value, contrary to the provisions of those laws. You seem to admit, that it became you to protest against the sale at an earlier period than January of the current year—some two years and a half after the sale and after, too, it had become obvious to all men that the State would incur a considerable loss from her partnership with the Union Bank. Accordingly, you say in your letter to us, that when you ascertained in January, 1839, the terms on which the sale had been made, you communicate them to the legislature, and denounced the sale as illegal. In your veto message, you quote the terms of this denunciation as follows:—"The commissioners, in the sale of the bonds, exceeded their instructions, but no doubt obtained as much for them as could have been had at the time of the sale. An anxious desire to place the bank into speedy operation was certainly commendable, but at the same time, no violation of the charter should have been sanctioned." Is your Highness serious in pronouncing this a "denunciation of the sale in due season?" Do you regard it as involving a protest against the liability of the State to pay the bonds, or as a call on the legislature to enter such protest? To denounce is "to proclaim with a threat." Sanctioned, means, "confirmed, ratified." So far from calling on the legislature to denounce the sale, you mention it as having been already "sanctioned." If we might be permitted to inquire into the motives which dictated this part of your message of 1839, we would hazard the conjecture that they were a desire to manifest your legal acumen; your disposition to see that the laws be faithfully executed, and possibly an inclination to reflect upon the directory of the bank. To them we presume you allude as having "anxiously desired to place the bank into speedy operation, and as having "sanctioned" the violation of the charter: in the strongest point of view, it could be regarded only as an admonition to the commissioners who sold the bonds, and the directors who approved the sale, to be more regardful of the law in future; and they must have had little taste for court favor, if they did not find more to hope from commendation, than to fear from the censure of your Highness. That your Excellency, in this passage, did not mean to protest against the sale of the bonds as illegal, and conveying no right to the purchaser to demand their payment of the State, we will adduce other and still more conclusive evidence than exposition of phraseology, which we admit is not remarkable for clearness and perspicuity. We will quote from your message of 1840, after you had had time thoroughly to investigate this subject, and to pre-

A CARD.
MISS E. T. LYMAN'S School for Young Ladies will be opened on Monday, the 19th instant, in the building a few yards east of Mr. Abel's residence. The number of pupils will be limited to twenty.
Holly Springs, July 16, 1841. no15—2w

Dargan & Walter
ATTORNEYS AT LAW.
WILL practice in the 8th Judicial District, the counties of Tippah and Pontotoc, the Chancery Court at Oxford, the High Court of Errors and Appeals at Jackson, and the Federal court at Pontotoc.
Office at Holly Springs, Mississippi.

Job Printing
NEATLY EXECUTED AT THIS OFFICE.
A venerable authoress, in one of her earliest publications, says, that propriety is to a woman what it has been said action is to an orator, the first and second and third essential: that propriety is the centre in which the lines of duty and amiability meet; and it is to the character, what proportion is to the figure, and to the attitude. Propriety, thus characterized, is the union of every desirable quality in woman, by which her conduct and manners are influenced under every circumstance. Propriety never desires a deviation from any of the laws of refined society, and never seeks notice nor admiration, which from their nature, would be incompatible with its own characteristics. Improper familiarities, haughtiness, intrusive forwardness to superiors, and insolence to inferiors; the indulgence of any whim, by which our conduct to others may be influenced, are all equally unknown to propriety.

NOTICE.—All persons in any manner interested in the lands, tenements and hereditaments of John B. More, dec'd, will take notice that I shall apply to the Probate court of Marshall county, on the first day of the October term, 1841, of said court, for an order to sell the following tracts and parcels of lands, of which said Moore died seized:—to wit: Section 29, section 32, and the south half of section 21, except two acres sold to A. N. Myer, in township 4, range 2, of the Chickasaw cession, west of basis meridian, and then and there show cause, if they have any why said lands shall not be sold in order to a division.
L. R. GUY, Ex'r. of J. B. Moore, dec'd.
August 6-18-6t.

BLANK BOOKS, Pen-knives, Quills, Slates, Letter paper, and School Books, a new assortment, just received and for sale at
L. CAGE & CO.
Holly Springs, July 16.

sent the subject in lucid language. In advocating the right of the legislature to inspect the affairs of the Bank, among the arguments employed by you, you urge that "the faith of the State is pledged for the whole capital stock, and the property of all her citizens may hereafter be taxed to make up its losses and defalcations." Having thus, not only by silence, but in express language, recognized the validity of the bonds, and the right of the holders to demand their payment of the State, how far it became you, of all men, to usurp the province of your legislature, and pronounce that "the State never will pay the five millions of State bonds issued in June, 1838, or any portion of the interest due or to become due thereon," we submit as a question of taste merely, to be decided by those whose suffrages have placed you in the high position which you now occupy. We would have expected that it would have been sufficiently unpleasant to you, sir, to act as the organ of the State in making the only communication which the facts warranted, that "no provision had been made by the legislative department for the payment of the interest." We would even venture to ask, sir, how you dare to assert that Mississippi will not redeem her pledged faith? for, we perceive from a copy of the Gazette of State, entitled "The Mississippian," forwarded to us by our New York correspondent, that you have had the temerity to publish our correspondence. We hope you will do us the justice to order this to be published in the same paper. We are apprized by this same veto message of yours, that in your elevated office, your partisan feelings predominate over every other consideration. From other sources we have learned that the party with which you have heretofore acted, having sustained a signal defeat last fall, were resuscitated by some village editor, to whom even you, sir, pay a subordinate part, and who is, in fact, the dictator of "the party," by starting the validity of the bonds. On this, we understand, the pending elections are likely to turn, to influence which, we presume, the argumentative part of your letter was written. It could have been with no view of an adjustment of the controversy, for you have no authority to conclude any arrangement. It could not have been as a manifesto to the world, setting forth the grounds on which Mississippi repudiated her debt, for she has taken no such degrading step.

We will proceed to a brief notice of your Excellency's logic, so far only as it bears on our rights as assignees, of the first purchasers, premising, that to us it exhibits a sort of acumen for which the juris consults of our minor courts of Amsterdam are remarkable—the practice in which is said to contract as much as it sharpens the intellect. You predicate your position that we, as assignees, are subject to any defence, which could have been made against the first purchasers, on a statute of Mississippi, and the principle of lex loci. You appeal to our knowledge of commercial law to sustain. You do not seem to aware that the lex mercatoria is of two kinds—municipal and international. The former regulating the internal trade of the State, between citizen and citizen, or quasi citizens or subjects; the latter the external trade or the commercial intercourse between the citizens or subjects of different States.— It is in this distinction that the principle of lex loci and lex fori had its origin. Where a State contracts with another State, its citizens or subjects, is the contract construable, or its validity determinable by the laws of either? We say no: but by a law common to both—the law of nations. What forum has jurisdiction of such a contract? None: then the question of lex loci or lex fori does not arise. This doctrine is not applicable to the contracts of the sovereign only, but to the contracts of the citizens or subjects of different States, all of which we will proceed to prove by quotations from Vattel and Grotius:

"The conventions and contracts made by the sovereign with private persons who are foreigners, in his quality of sovereign, and in the name of the State, follow the rules we have given in respect to public treaties. If the private person who has treated with the sovereign, is his subject, the right is also much the same, but there is a difference in the manner of deciding the controversy, which may arise from the contract. The private person being a subject of the State, is obliged to submit his pretensions to the established courts of justice."—Law of Nations, B. II. ch. xiv, p 299.
Vide Grotius, B. III, ch. ii, p. 446: "Whatsoever debts any civil society shall contract, either primarily by themselves, or be engaged for, by not rendering to others that which is their right, all the goods, both corporeal and incorporeal, of those that are subject to that society, shall be liable and stand bound to discharge." Vide also id. 448, as to the manner of coercing payment: "This right is enforced by reprisals or a violent seizure and detention of each other's goods, and extends even to debts due from the citizens or subjects of one country to those of another."
Now, sir, do you not feel that your statute

operates just as much on our rights as your denunciation of 1839 does on our consciences? You urge that the bonds were delivered by you as escrows, that is, as incomplete or imperfect instruments, (a queer idea this, of delivering escrows to commissioners, to be carried out of the State and sold,) and that they were not to become complete until after their sale and receipt of their par value. Then, if ever they were completed, it was in Philadelphia, and that must be the place of the contract. But that is not all; if you will look a little further into the lex loci, you will find that "a contract made in one place, to be executed in another, is governed by the law of the latter." We repeat that we do not conceive that the lex loci or fori, has any thing to do with our rights, which would be precisely the same, whether the contract was made in Jackson or Amsterdam. But we are using your own weapons, and you cannot object that they are poisoned. The place at which these bonds were to be executed, that is paid, is London.

But, sir, if you are sustained in every position which you assume, even in that which is assured of any, and which we have just demolished—and if even the bonds are not the bonds of the State, still is she clearly bound to refund the money advanced upon them with interest. You admit that the money was received by citizens of Mississippi, and we have already shown from Grotius, that the law of reprisal extends even to debts due from the citizens or subjects of one nation to those of another. The whole people of a State are considered as composing one body politic. Each individual is a member of the body, and the whole are liable for the acts of each. You seem to have paid little attention to international law, but must have encountered frequent recognitions of this principle in your historical researches. It is true, that in cases of contract, it is rarely resorted to in practice; but ours is a case in which the propriety of evoking it from its dormant state would be questioned by no one: for, we advanced our money upon bonds having the Great Seal of the State attached to them, and which were believed by us and all men, to be State Securities. If you will examine and reflect on the principle, it will go far to relieve you from your constitutional scruples. To assist your Highness, and in requital of your kindness in forwarding to us the journals of 1840 and '41, we herewith transmit to the care of our agent in New York, a copy of Grotius, one of Vattel, and one of Puffendorf.

You state that "those bonds were not sold in accordance with the Constitution and laws of Mississippi," and quote from the constitution a provision prescribing the mode in which the faith of the State may be pledged; but neither in your communication to us nor in your veto message have you attempted to show, either in the sale or execution, any incompetibility with the constitution. Indeed, notwithstanding the clearness and force of your Excellency's logic, we confess our stupidity in being wholly unable to conceive how any irregularity or illegality in the sale can affect the validity of the thing sold. It might affect the title of the purchase cognizant of such irregularity.

We are duly sensible of your Excellency's condescension, in offering to forward to us "such other documents as we may desire," and as our pursuits are strictly commercial, and we have no leisure to devote to the cultivation of an acquaintance with the beauties of legal science, as it exists in Mississippi, and is taught by your Highness, we limit our tax on your time and liberality, to a mere inquiry as to the present price of escrows or scrolls in your market. We have a heavy stock on hand, and should be pleased to consign a cargo to your Excellency.
We have only further to request, that you will merge your partisanship into patriotism—forget that you are a democrat and recollect that you are a Governor: as you assumed the dictatorship, act the father, and admonish the people of Mississippi that their refusal to pay their debts will be disastrous only to themselves: Teach them in the terms of the homely adage, that "honesty is the best policy." For ourselves, we feel that so long as the Atlantic continues to bear annually upon its bosom cotton of your State to the value of fifteen millions, we have nothing to apprehend from the corruption of its citizens or their rulers.
We have the honor to subscribe ourselves,
Your obedient servant,
Hors & Co.,
His Excellency A. G. McNutt, Gov-in-Chief of "the Army and Navy of Mississippi."

COL. WM. R. HARLEY.
Mr. Harley, one of the Whig candidates for Congress, according to public notice, addressed the voters of Lowndes county on Monday the 16th instant at this place. Mr. Harley is a plainer, and having engaged but little in the politics of this State, has not yet become extensively known, but we take great pleasure in stating that his address gave universal satisfaction to our friends who heard him. Indeed, considering that he is not a professional man, and has not been in the habit of public speaking, we were most agreeably surprised at his ready command of language, the graceful fluency of his style, and the forcible manner in which he treated the subjects that came within the range of his speech, and we most cordially recommend him to our friends throughout the State as a gentleman in every respect qualified to represent us in the Congress of the U. States.
Columbus Argus, July 27.

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