

Syllabus.

to such bills. We concede, too, that such bills are addressed to the discretion of the equity judge; but in the exercise of a well defined, legal discretion, the chancellor may well refuse to carry out a hard, unconscionable, oppressive bargain, and leave the party to his legal redress. But there is nothing in the record showing this bargain to be in that category. It is not shown that the vendor's agent used any artifice, or held out a single inducement to entrap the defendants into the trade. It is not proved that the land was, when sold, or afterwards, worth less than the price agreed. The defendants declined to accept the offer made by the complainant to rescind. It does not come within that class of contracts, about which equity declines to interfere.

Whereupon, the re-argument is refused.

44 Miss. 148

WELLINGTON W. CARTER v. ROBERT COX.

1. **STANDARD OF VALUE--SPECIE BASIS--INSTRUCTIONS.**—In an action to recover damages for the non-delivery of cotton, to be delivered at a future day, where the contract was general, it is not necessary to enable the plaintiff to recover, that he should prove the specie value of the cotton at the time, but it is sufficient to show the value in U. S. currency; and to instruct the jury that before the plaintiff can recover in such action, it is necessary he should prove the specie value of U. S. currency, is erroneous.

2. **LEGAL TENDER.**—There is nothing in the legal tender act of congress, authorizing a distinction between a legal tender for the payment of debts, on the one hand, and a standard by which to determine the value of commodities on the other. To hold that the value of property shall be estimated upon a specie basis, and yet that a judgment obtained upon such estimate may be discharged by legal tender notes, would be an absurdity.

3. **CONTRACTS--SPECIAL--GENERAL.**—Contracts are presumed to be made with reference to the law existing at the time. But contracts may be predicated upon a specie basis, and will be so enforced, if clearly expressed in the contract. If not so expressed, the contract will be presumed to have been made with reference to legal tender notes.

4. **LEGAL TENDER ACT--CONSTRUCTION.**—Although the legal tender act does not, in express words, declare that these notes shall be a standard of value, yet, in declaring in the first place that they shall be a legal tender, it has done what is equivalent thereto.

Error to the circuit court of Amite county. SMILEY, J.

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