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Therefore it is considered by the Court here this nineteenth day of February in the year of our Lord one thousand eight hundred and two that the said John Hay and Margaret Hay take nothing by their writ and declaration aforesaid but be in mercy for their false clamour therefore and that the said Walter Conner go thereof without day and so forth. It is also considered by the Court here that the said Walter Conner recover against the said John Hay and Margaret Hay the sum of eight hundred and thirty five pounds tobacco by the Court now here adjudged unto the said Walter Conner for his costs and charges by him about his defence in this behalf laid out and expended and that the said Walter Conner have thereof Execution and so forth.

Memorandum before the Jurors aforesaid withdrew from the bar of the Court here the said John Hay and Margaret Hay by their attorney aforesaid tendered to the Court here their bill of Exceptions and which was by the Court here signed and sealed and which is in form following to wit.

In this case the evidence offered to the Jury is that John Hay deceased father of the Plaintiffs in his life executed a bill of sale to the Plaintiffs who were and still are infants under the age of twenty one years by which he sold to them a negro slave by the name of James Perry (who is the slave mentioned in the declaration) that the said John Hay departed this life intestate leaving his said infant children in the care and under the protection of their mother Martha Hay. that Martha Hay afterwards took upon herself to hire for wages the negro slave aforesaid called James Perry to the Defendant Captain Conner to perform a voyage from Baltimore to Hamburg and thence back to Baltimore as a Cook on board the ship Mary which the Defendant commanded in the said voyage the negro slaves name was signed under the ships articles in pursuance of the said hiring as a Cook, and that the Defendant promised the said Martha that he would bring back the negro or pay her a generous price for him in case he should not; The Ship Mary on her arrival at Hamburg in the prosecution of her said voyage was sold by the orders of her owner; The negro slave James Perry was after the sale of the said ship put by Captain Conner the Defendant on board the Ship Fidelity Captain Weems bound to Baltimore and the Defendant furnished him with provisions for said voyage. It is admitted that the Plaintiffs at the time of the hiring of the said negro by their mother were the legal and sole proprietors of the said negro and that the said Martha Hay the mother of the Plaintiffs was not appointed the Guardian of the said Plaintiffs or either of them by the father of the said Plaintiffs or by the orphans Court and that the said Plaintiffs at the time of the hiring were under the age of fourteen; It is also admitted that an action of Assumpsit has been

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been instituted in this Court and a recovery had for the slaves wages for said voyage against Captain Conner by Martha Hay, and now the present action is brought to recover the value of the slave upon the ground that this slave has been converted by Captain Conner to his own use: The great question then upon which this Case depends is whether under a view of these Circumstances Captain Conner is guilty of a Conversion if he is the Plaintiffs are entitled to a verdict if he is not the verdict ought to be for the Defendant. It remains to be considered how this slave came on board Captain Conners ship, by what authority he was shipped and in what capacity he was received by Conner; He was shipped by Martha Hay at and for the wages of twenty dollars per month for the voyage, he was received by Captain Conner at and for these wages to perform the voyage; what was the Contract between? Captain Conner on the one part and Martha Hay on the other; the slave was no party to the Contract it is a mutual Contract binding both the parties - on the part of Martha Hay that the slave should perform the voyage on the part of Captain Conner that he would pay the wages this I take to be the substance of the Contract. then had Martha Hay power to make this Contract? It results from the relation in which she stands to the Plaintiffs that she had, she is their Guardian by nature; as Guardian by nature she has the Custody of the persons of her children and the Management of their personal property. and she is accountable to them for the profits; it follows then that she has a right and is bound to use the property in such a way as to make it most productive; but she cannot vest the right of property in any other person or change the species of property that belongs to her children from whom that right cannot be taken without their Consent and they are not capable of giving that Consent until they arrive at the age of 21 - I hold that the Contract is valid and binding on the parties each had a right and a legal capacity to make it; what legal obligations are imposed on Martha Hay by this Contract? I take it that she is bound and answerable that her slave shall conduct himself as other seamen do in similar stations on board a ship, on the other the Captain is bound by the Contract to conduct towards the slave in the same manner in every respect as to another seaman and if he deserts the ship Mrs Hay is liable to all such losses as would result to a free mariner who should under the same circumstances desert his ship: I mention the Contract thus particularly and its legal operation as both the parties to show that this slave was shipped or hired by a person having proper authority, and that the Defendant did no wrong and was justified in receiving and employing him in the manner he did and so far was not guilty of a tort. Is there any thing in the Defendants Conduct afterwards that can make him guilty of a tort, had he a right to send the slave back in another vessel, If he had a right

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