

December Term 1808

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 claimors hereupon and that the said Walter Conner go thereof without day and default. 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 default.

Memorandum before the Jurors aforesaid withdrawn from the bar of the Court here the said John Hay and Margaret Hay by their attorney aforesaid tendered to the Court here their bill of Exceptions and which was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 Indulity 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 no action of assumption has

been