Hewes received ~~on Board the Ship~~ by Conner. He was shipped by Martha Hewes at and for the wages of ~~twelve~~ twenty Dollars per month — for the Voyage he was received by Captain Conner at and for those wages to perform the Voyage — . who was the Contract between Captain Conner on the one ~~hand~~ part and Martha Hay on the other — the Slave was no Party to the Contract, it is a mutual Contract binding ~~mutually~~ 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 — . to Hawkins back ~~to Baltimore~~ This I take to be the substance of the Contract which does not show appointed the Guardian of the Plff either by the Testamentary Deed of ~~Joseph~~ [redacted] Then had Martha Hay a power to make this Contract It results from the Relation in which she stands to the Plaintiffs — ~~but~~ 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 being in her Children ~~from~~ from from whom that Right cannot be taken until ~~they arrive at the age of 21~~ 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 having had a Right and being a legal capacity to make it — . ~~If Martha Hay has not the Right to make this Contract~~ what legal Obligations are imposed on Martha Hay by this Contract — . ~~why~~ I take it she is bound and answerable that her Slave shall conduct himself as other Seamen do in similar Stations on board a Ship — or to this the Captain is bound by the Contract to conduct towards the Slave in the same manner in every Respect as to another Seaman — . ~~could it be said if a Seaman ran away before the voyage was ended~~ and if he deserts the Ship Mrs Hay is liable to all such Losses as would result to a Mariner who should under the same Circumstances desert his Ship — : I mention the Contract between them particularly and its legal operation on both the parties to shew that the Slave was shipped or hired by a person having proper Authority and ~~that his being on board the Ship under the same~~ was ~~not being in the possession of Defendt~~ legal — and that the Defendt did no wrong in employing him in the manner he did — and so far was not guilty of a Tort — Is there any thing in the Defendts Conduct afterwards that can make them guilty of a Tort ~~had the Defendt~~ a Right to send the Slave back in another Vessel — If he had a Right to send the other Seamen back in another Vessel — he had a Right to send the Slave back in the same way — did he pay him the two Months wages it is right and proper he should not have paid them — if he had he would have been bound to pay them again to Mrs Hay with whom the Contract was made as they was a Slave and could do no act but such as Mrs Hay authorized him to do — Captain Conner put the Slave on board Captain deems bound for Baltimore to be