

Case No. 3,377.

CREASE v. PARKER.

[1 Cranch, C. C. 506.]¹

Circuit Court, District of Columbia.

July Term, 1808.

CONTRACT OF SLAVE.

Money advanced to a slave to enable him to purchase his freedom, cannot be recovered of him after his emancipation, although he acknowledge the debt after suit brought.

This cause was tried at November term, 1807,—1 Cranch, 448 [Case No. 3,376],—when a special verdict was found. It was an action brought against a free negro for money lent to him while a slave, to enable him to purchase his freedom. The verdict was in these words: “We of the jury find that the sum stated in the declaration was, previous to the defendant’s emancipation from slavery, advanced by plaintiff to defendant who was then a slave, and who was manumitted in due form of law on the 30th of March, 1803. The said money was so advanced for the purpose of enabling defendant to purchase his freedom, and defendant did, in the month of November, 1806, subsequent to the commencement of this suit, acknowledge to a certain James Harris, that he, the defendant, was indebted to the plaintiff in the sum of £24, and would be able to pay it by the time a judgment was rendered against him. Therefore we find for the plaintiff \$84.80 damages, should the law be in his favor. Should it not, we find for the defendant.”

The case was argued by Mr. Youngs, for plaintiff, who cited Esp. N. P. 163; and by H. Herbert and Mr. Swann, for defendant, who cited Co. Litt. 118, 119b; Laws Va. 17th Dec. 1792, § 36, p. 191; Esp. N. P. 158; and 2 Esp. Cas. 628.

THE COURT gave judgment for the defendant upon the special verdict.

CRANCH, Chief Judge, was of opinion that the judgment could not be given for the plaintiff on this verdict, but was rather inclined to think that there ought to be a

CREASE v. PARKER.

venire de novo, as the jury had found an acknowledgment which would be evidence of an express promise.

¹ [Reported by Hon. William Cranch, Chief Judge.]