

Case No. 4,639.

FANNY v. KELL.

[2 Cranch, C. C. 412.]¹

Circuit Court, District of Columbia.

May Term, 1823.

SLAVERY—CONTRACT BETWEEN SLAVE AND MASTER—CHILD OF
SLAVE—PROMISED FREEDOM.

1. There can be no binding contract between a slave and his master.
2. The child of a female slave is a slave, although the mother has the promise of the master that she shall be free at the end of a certain term of years.

This cause was submitted to the court upon a case agreed. The case stated was to the following effect: That W. Simms, in the year 1796, purchased Dorcas, the mother of the plaintiff, for a term of years, of one Alexander Smith, who was the owner of the said Dorcas. That Smith voluntarily promised to execute a deed of emancipation for the residue of her life. Dorcas was put into the possession of the said W. Simms; but the deed of emancipation was, from inadvertence, neglected to be executed. After holding the said Dorcas some years, Simms sold his right to her for that portion of the term then unexpired, to one Carrington, with whom the said Dorcas served out her term, and was then discharged by him as a free woman. During her servitude with Carrington, she had two children, one of whom, the plaintiff Fanny, is now in the possession of the defendant Isaac Kell, who purchased her of the executors of Carrington, with notice of the rights of the said Fanny.

At November term, 1822, it was agreed by the counsel of the parties that a verdict should be taken for the plaintiff, subject to the opinion of the court on the said agreed case.

R. J. Taylor, for plaintiff.

Thompson F. Mason, for defendant.

Judgment was rendered for the defendant, upon the case stated; upon the authority of the case of *Brown v. Wingard* [Case No. 2,034], in Washington, at April term, 1822.

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