

SARAH v. TAYLOR.

{2 Cranch, C. C. 155.}¹

Circuit Court, District of Columbia. Nov. Term, 1818.

SLAVERY—ISSUE BORN—OBLIGATION TO
MANUMIT.

If a female slave be sold, to serve the vendee for a term of years, with an obligation by the vendee to manumit her at the expiration of the term, and if, during the term, she has issue, such issue is entitled to freedom.

This was a suit for freedom [by negress Sarah against Elijah Taylor], and a verdict for the plaintiff was taken subject to the opinion of the court upon the following facts: On the 8th January, 1789, a negro slave called Tamah was sold by Alexander Smith, her then master, to one Thomas Taylor, in the manner and upon terms and conditions mentioned in a bond given by the said Taylor to the said Smith of the same date, the condition of which bond was as follows: “Whereas the above bound Thomas Taylor bath this day purchased of the said Alexander Smith, one negro woman named Tamah, about five and thirty years old, to serve him, the said Thomas Taylor, nine years from the date thereof and no longer. Now the condition of the said obligation is such that if the above bound Thomas Taylor, his heirs, executors, administrators, or assigns, do not carry or suffer to be carried, the aforesaid negro out of the counties of Fairfax, Loudon, Prince William, Fauquier, Berkley, or Frederic, in this commonwealth, during the term aforesaid of her servitude, and, at the end thereof, give her, if she be living, a full and fair discharge from his service, and set free and emancipate the aforesaid negro according to the act of assembly in that case made and provided, and now in force in this commonwealth, then the above obligation to be void, else to remain in full force and virtue in law.” It is

further agreed that the daughter of the said Tamah was born after the said 8th of January, 1789, and before the expiration of the nine years, which her mother, under the said contract of sale, was bound to serve. It is admitted that the said Tamah has since been duly and legally manumitted in pursuance of the contract aforesaid, and that the plaintiff is now, and was, at the institution of this suit, detained by the defendant claiming her as his slave. It is agreed that a verdict shall be taken for the plaintiff subject to the opinion of the court whether she is entitled to her freedom on the above statement.

Mr. Taylor, for plaintiff. The plaintiff was not the slave of Mr. Smith, for he had sold her for nine years and had agreed that she should then be free. She was not the slave of Taylor, for he had only a right to her service for nine years. 1 Tuck. Bl. Comm. pt. 2, 127, 423.

Mr. Mason, contra, cited *Pleasants v. Pleasants* [unreported], at April term, 1819.

THE COURT rendered judgment for the plaintiff.

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

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