

is invested with authority to restrain and control her. He may govern her, as he might a child or a servant, and, if necessary, administer moderate correction. It is not a right, which I would exercise; but it is one which the law allows, and a parent has no business to interfere. The Plaintiff, in this case, infringed the Defendant's rights, as a husband, by interfering and taking away his wife; and she did wrong in quitting him. He was then, it seems, a poor shoe-maker and day laborer, and they probably thought him inferior to themselves; but he has since, by his own industry and exertions, without her assistance, become wealthy and respectable; and now she wishes to return and share his wealth and respectability, to deck herself in the silks on his shelves, be a fine lady, and ride in her carriage. And the Plaintiff, who boasted of his ability and willingness to maintain her, turns round, and calls upon the Defendant for her maintenance. His claim is absurd. He has proved no illegal violence, to justify her separation from her husband; and there is not a shadow of evidence of his consent. The Plaintiff's Counsel, by resorting to the letter that has been read, to cover one month only with the appearance of a consent, virtually admits that there was no consent as to the residue of the term, eleven years and eleven months. Even this resort to such a pitiful expedient, to save the Plaintiff's costs, will not avail him. To construe that expression in the letter into an intention that the Plaintiff should credit the Defendant for the board of his wife, if she is his wife, during that month, would be a most forced construction of the words. He let her go back to her father's until the twenty-fourth of the next month; but he did not thereby agree to pay her father for boarding her in the mean time.

The letter has been analyzed with critical ingenuity, to distort it from its natural meaning, and render it inconsistent and ridiculous; but I think it is a well written letter, very creditable to the writer: it does him honor: it shews that, notwithstanding the disadvantages of his early education, he has made good improvement in writing. To understand it properly, it is necessary that you should hear the Plaintiff's letter, to which it is an answer. I will, therefore, read it, and put it in.

"Ernest Town, 26th Sept. 1825

Dear Sir,

I understand from your wife that in order to compromise the existing difficulty between you and her—but had you been in my place at the time, and with the feelings that then occupied my mind, I think you would have a more favourable opinion of my conduct; but if it has been any injury to your interest or character, in taking her away, I am sorry for it; and as it is her desire to return, my sincere prayer to Almighty God is that you may live in love and good will together, forgetting and burying in oblivion all former conduct. Excuse these detached sentences, and judge the feelings of my mind at the moment.

I remain, Dear Sir,

Your well-wisher,

(Signed) SHELDON HAWLEY."

GEORGE HAM, Esq.

You see here, Gentlemen, the Plaintiff virtually admits that he had injured the Defendant, by taking away his wife, as he calls her. That is an admission that he has no cause of action; but, on the other side, the Defendant has a good cause of action against him. That will be corroborated by the testimony of the witnesses, whom I shall call.

I might, indeed, safely rest the defence upon the Plaintiff's own evidence; but the Defendant wishes to have his conduct and character fully vindicated before the public. For that purpose, I shall call a few of his witnesses.

But I ought first to observe, that if the Plaintiff had a right to recover any damages, they would be only nominal. He has had the benefit of the services of the Defendant's wife, which by law belonged to the husband; and the witness has told you that her sister, Mrs. Ham, was smart, industrious, and economical; that she washed, baked, sewed, knit, spun, scrubbed, and did the same work for her father, as the witness did. You could not hire such services short of four or five dollars a month. In such a case as this, no plea or notice of set off is necessary. The earnings of the wife are by law to go towards her support, in part, or in full, according to the amount or value of them. Her services paid, and overpaid for her board. The Plaintiff ought to repay the Defendant, instead of claiming further payment from him. It is very different