

*Kennedy v. The Baltimore Insurance Company*, 3 H. & J. 367 (1813)

The Story of One Baltimore Merchant Among Many Fighting an  
Insurance Company in Times of War



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## **I. INTRODUCTION**

During the early 1800s, Britain was in an ongoing war with France which left both parties desperate for supplies. As a result, merchants located in the United States often fell victim to having their ships and cargo seized by foreign powers. After several failed attempts by the United States government to negotiate safe passage of ships with Britain and France, merchants began to look for ways to minimize their losses. The desire to mitigate risk of seizure is what lead many merchants to take out insurance policies on their ships and cargo. One such merchant was John F. Kennedy, who took out an insurance policy on his ship, *the Arethusa*, prior to the ship leaving the port of Baltimore.

Contextually, the case of *Kennedy v. The Baltimore Insurance Company* is representative of the struggles faced by many merchants of the time who had their insured ships and cargo seized by the British, only to have complications receiving full compensation from the insurance company for their losses. Moreover, the case represents an opportunity for the State of Maryland to define the rights of individuals who wish to file an action against a corporate entity, which at the time was an area of law clouded by speculation. The case of *Kennedy v. The Baltimore Insurance Company* ultimately serves as an example of United States courts shifting away from the British ways of adjudication, which had served as a foundation for the early court systems here in the United States.

## **II. HISTORICAL CONTEXT**

### **A. The Lead up to *Kennedy v. Baltimore Insurance Company***

In 1807, the United States Congress enacted the Embargo Act of 1807 against both Great Britain and France.<sup>1</sup> Congress passed the Embargo Act after the European navies had repeatedly violated the United States neutrality during the Napoleonic Wars.<sup>2</sup> During this time period, Great Britain and France had realized that seizing control of United States ships and their cargo could supply their respective countries with resources that were otherwise unavailable during times of war. Perhaps one of the biggest reasons for the United States passing the embargo act was the practice of impressment used by the British Royal Navy, wherein American seamen were forced into serving on British warships.<sup>3</sup>

In one specific example, nicknamed the Chesapeake-Leopard Affair, the American frigate USS *Chesapeake* was attacked by the British warship HMS Leopard off the coast of Norfolk, Virginia.<sup>4</sup> Following the *Chesapeake*'s surrender, four crew members were removed from the ship and tried.<sup>5</sup> The affair caused outrage in the United States, with many individuals calling for war with Great Britain. However, President Jefferson did not want to start a war, and initially tried to negotiate with Great Britain. Once Great Britain failed to apologize, President Jefferson decided the best course of action would be in the form of economic retribution, thereby passing the Embargo Act of 1807 to limit the flow of supplies Great Britain needed so desperately during their time of war.<sup>6</sup>

The Embargo Act of 1807 was passed with the hope of creating hardship for both Great Britain and France, and eventually force both countries into respecting U.S. neutrality, which

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<sup>1</sup> United States Embargo Act of 1807. Dec. 22, 1807.

<sup>2</sup> *Id.*

<sup>3</sup> *Id.*

<sup>4</sup> *Id.*

<sup>5</sup> *Id.*

<sup>6</sup> SPENCER C. TUCKER, *THE ENCYCLOPEDIA OF THE WAR OF 1812: A POLITICAL, SOCIAL, AND MILITARY HISTORY*, 222 (2012).

meant to stop seizing shipments and impressing American seamen.<sup>7</sup> Unfortunately for President Jefferson, the Act did not have the its desired effect. Rather than only damaging the economies of Great Britain and France, the Act had the unintentional consequence of devastating the U.S. economy as well.<sup>8</sup> This is because most Southern farmers were unable to sell their goods internationally, and many Mid-Atlantic commercial shippers had no use for their ships.<sup>9</sup> The U.S. government also learned quickly that any attempts made to enforce the Act were futile, due in large part to several legal loopholes, as well as an overwhelming public sentiment against the Act.<sup>10</sup> To add insult to injury, the Act also resulted in Britain discovering a new export market in South America.<sup>11</sup>

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<sup>7</sup> LAWRENCE S. KAPLAN, *JEFFERSON: THE NAPOLEONIC WARS, AND THE BALANCE OF POWER*, 347 (1957).

<sup>8</sup> LEONARD LEVY, *ESSAYS ON THE EARLY REPUBLIC: 1789-1815*, 315 (1963).

<sup>9</sup> *Id.*

<sup>10</sup> DUMAS MALONE, *JEFFERSON THE PRESIDENT: THE SECOND TERM* 137 (1974).

<sup>11</sup> *See* ROBERT W. TUCKER & DAVID C. HENDRICKSON, *EMPIRE OF LIBERTY: THE STATECRAFT OF THOMAS JEFFERSON* (1990).



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In March of 1809, following his re-election, President Jefferson repealed the Embargo Act and enacted the Non-Intercourse Act of 1809 to provide for further restrictions on trade with Britain.<sup>13</sup> Specifically, the Non-Intercourse Act allowed Americans to trade with any country besides Britain or France.<sup>14</sup> The Act also reserved for the President the power to lift the restrictions on Britain or France if either of the countries discontinued their commercial restrictions against America.<sup>15</sup> However, much like its predecessor, the Non-Intercourse Act was not effective in preventing all trade with the British and French seeing as how enforcement of the new act was virtually impossible once American ships left the country.<sup>16</sup>

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<sup>12</sup> This was a political cartoon created in 1809 to show the impact that the Embargo Act had on American merchants. (Note the embargo act is portrayed as a turtle named “Ograbme,” which is embargo spelled backwards). Tucker, *supra* note 1, at 222.

<sup>13</sup> United States Non-Intercourse Act. March 1, 1809.

<sup>14</sup> *Id.*

<sup>15</sup> *Id.*

<sup>16</sup> MARY BETH NORTON, A PEOPLE & A NATION: A HISTORY OF THE UNITED STATES TO 1887, 215 (2010).

Finally in 1810, the U.S. government repealed the Non-Intercourse Act and enacted Macon's Bill Number 2 in its place after sensing that previous attempts to prevent trade with Britain and France had failed.<sup>17</sup> Macon's Bill Number 2 temporarily opened trade with Britain and France, giving both countries the option of removing commercial trade restrictions on America in return for the U.S. re-applying the non-trade restrictions on the country who did not agree to the new terms.<sup>18</sup> Napoleon was the first to agree to lift the trade restrictions, and as a result President Madison re-applied the trade restrictions with Britain in 1810.<sup>19</sup> Interestingly enough, in 1812 the British eventually conceded and promised to remove all trade restrictions on the U.S.<sup>20</sup> However, news of the concession did not make it quick enough to the decision makers in Washington, who ultimately declared war against Britain before receiving the news.<sup>21</sup>

### **B. Merchant Attempts to Mitigate the Risks Associated with Shipping**

During the early 1800s, American merchants saw an opportunity to profit greatly by engaging in commerce with foreign countries who were currently engaged in war, and therefore in great need of supplies. Unfortunately for these merchants, shipping supplies overseas during times of war came with the risk of having their ships attacked or confiscated by several different nations.<sup>22</sup> In order to mitigate the losses associated with international commerce, American merchants began devising ways to manage the risks of having their ships seized and cargo stolen.

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<sup>17</sup> *Id.*

<sup>18</sup> *Id.*

<sup>19</sup> *Id.* (however note that although Napoleon promised to repeal the trade restrictions, he continued to seize American shipments throughout the war).

<sup>20</sup> Norton, *supra* note 16, at 216.

<sup>21</sup> *Id.*

<sup>22</sup> American merchants shipping overseas constantly had to worry about their commerce being seized by nations such as the French, the British, the Danes, as well as the Neapolitans. See A.G. CROTHERS, COMMERCIAL RISK AND CAPITAL FORMATION IN THE EARLY YEARS: VIRGINIA MERCHANTS AND THE RISE OF AMERICAN MARINE INSURANCE 1750-1815, BUS. HIST. REV. VOL. 78, No. 4, 607 (2004).

It was during these years that American marine insurance companies began to thrive.<sup>23</sup> Marine insurance allowed these American merchants to engage in international commerce with the peace of mind that they would not be at a total loss should their ships and cargo be seized.<sup>24</sup>

**APPENDIX Cs**

**THE**

-----**MARINE INSURANCE COMPANY, LIMITED**

*Cargo and Freight.*

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**M**

This company provisionally insures on your account

**Vessel**

**Voyage**

**Interest**

**Amount and Premium £            @            per cent.**

On receipt of the necessary particulars a stamped policy will be issued, and this slip cancelled.

*Underwriter.*

**Conditions.**—Average as customary. Free of particular average, unless stranded, sunk, or burnt. F.G.A. and V/A Rules. Deviation Clause.

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Marine insurance was a concept that had existed since the fourteenth and fifteenth centuries, when Italian merchants would obtain insurance on their vessels and cargoes.<sup>26</sup> Eventually the idea of marine insurance spread to England in the early 1700s, where the insurance market was primarily based in London at Edward Lloyd’s Coffee House.<sup>27</sup> Back then,

<sup>23</sup> *Id.* at 608.

<sup>24</sup> According to historians of early American commerce, marine insurance was “an integral, almost an essential, factor in overseas commercial transactions” during this time period. *See* WILLIAM GOW, *MARINE INSURANCE: A HANDBOOK 2* (1985).

<sup>25</sup> Excerpt from a typical marine insurance policy during the 1800s. *Id.* at 324.

<sup>26</sup> Crothers, *supra* note 22, at 608.

<sup>27</sup> *Id.*



England insurers often determined their policies based upon qualitative characteristics of the insured, as opposed to the quantitative techniques employed today, and often failed to make a substantial profit.<sup>28</sup> As time progressed and technology improved, insurers began using statistical models, which eventually led to the realization that there was much money to be made in marine insurance.<sup>29</sup>

It was not long after England's modernization of marine insurance that many insurance firms began to sprout up in America.<sup>30</sup> Following the incorporation of the first insurance company in Pennsylvania in 1792, Baltimore became the second major city to have an operating marine insurance company in 1795.<sup>31</sup> The quick expansion of marine insurance companies in America can be explained by the fact that American merchants needed to find a way to limit the losses they were incurring from the constant attacks by British warships.<sup>32</sup> However, these merchants were subject to extremely high interest rates from the insurance companies, rates which were raised in an attempt to offset the growing losses associated with the seizure of merchant ships by the British.<sup>33</sup>

Although these merchants were able to secure insurance, that is not to say that there were never issues with doing work on the high seas. One of the largest issues faced by the early colonists was the jurisdiction of admiralty courts. Under the Proclamation of 1763, British admiralty courts exercised jurisdiction over all maritime contracts, torts, injuries and offenses in

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<sup>28</sup> *Id.*

<sup>29</sup> *Id.*

<sup>30</sup> Interestingly enough, regional differences existed between the north and the south as to the ways in which policies were devised. Northern states tended to favor a statistical approach, whereas southern states typically created policies using a qualitative approach. *Id.* at 610.

<sup>31</sup> Crothers, *supra* note 22, at 616.

<sup>32</sup> *Id.*

<sup>33</sup> *Id.*

the colonies.<sup>34</sup> However, the British admiralty courts did not have jurisdiction for long, and following the American Revolution federal courts were eventually given jurisdiction over all cases of admiralty and maritime jurisdiction.<sup>35</sup> Beginning under the proprietorship of Cecilius Calvert in 1692, Maryland began to hear maritime cases.<sup>36</sup> By the 1800s, Maryland courts were flooded with maritime insurance cases due to merchants having to file claims against their insurance companies for failure to pay.

### **III. THE CASE**

#### **A. THE BUILD UP TO THE CASE**

The problems faced by John F. Kennedy during this time period are representative of the many issues faced by merchants during the early 1800s. Merchants wishing to ship their goods overseas were constantly under the threat of having their ships seized and cargo claimed as a prize of war by the British. In order to mitigate potential loss, merchants often took out insurance policies on their ships. It is therefore no surprise that merchant John F. Kennedy decided to take out an insurance policy on his ship, the *Arethusa*, during the year of 1808. Kennedy had planned for the *Arethusa* to travel from the island of St. Domingo to the port of Baltimore. Unfortunately, the ship was captured by the British and taken to the island of Bermuda, where the *Arethusa* and its cargo were claimed as a prize of war. This British practice of taking ships to Bermuda was a common one, primarily because it was in Bermuda where British courts would determine who was rightfully entitled to a ship and its cargo.<sup>37</sup>

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<sup>34</sup> See generally, COLIN CALLOWAY, *THE SCRATCH OF A PEN: 1763 AND THE TRANSFORMATION OF NORTH AMERICA* (2006).

<sup>35</sup> *U.S. Const. art. III, § 2.*

<sup>36</sup> GERARD J. MANGONE, *U.S. ADMIRALTY LAW* 243 (1997).

<sup>37</sup> See *Kennedy v. Baltimore Ins. Co.*, 3 H. & J. 367 (1813) (discussing the practice of seized property being sent to Bermuda for the courts to determine ownership).



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Upon learning of the ship's capture, Kennedy immediately claimed a total loss for the ship, which Baltimore Insurance Company reluctantly paid. The Baltimore Insurance Company then sent their agent, Anthony Mangin of London, to Bermuda to try and recover the ship and its cargo. Once Mangin reached Bermuda, he learned that the British courts had liberated the *Arethusa* upon capture, but had condemned the cargo as a prize of war. Mangin, on behalf of the Baltimore Insurance Company, then filed an appeal to the high courts of appeals in Great Britain with hopes of overturning the condemnation ruling. On appeal, the sentence in relation to the *Arethusa* was affirmed, with freight ordered to be paid by the insurance company; and the sentence with regards to the cargo was reversed, with the cargo being ordered to be returned to Mangin along with the payment of twelve-hundred and thirty pounds of sterling silver. It is important to realize that the use of the term “freight” in this context refers to the compensation

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<sup>38</sup> Google Maps

paid in exchange for the services rendered within the transportation contract. In other cases during this time period, judges sometimes used the term “freight” to refer to the goods, or even passengers, being transported or carried. However, that is not the case here seeing as the court differentiated between the ships “freight” and the “cargo.”<sup>39</sup>

After Kennedy received word that the *Arethusa*'s cargo was being returned, Kennedy filed a claim for the amount of the freight received by Mangin, as well as an action of assumpsit for the money Mangin and the insurance company were paid by the British.

On October 1st, 1808, Baltimore County Court's Chief Judge Joseph H. Nicholson issued a summons to the Baltimore Insurance Company ordering them to appear before the Baltimore County Court of the 6th District of Maryland.<sup>40</sup>

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<sup>39</sup> “freight.” Duhaime, Lloyd Maritime Law Online Dictionary. 2012. <http://www.duhaime.org> (28 Dec. 2012).

<sup>40</sup> *Kennedy*, 3 H. & J. at 367.



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At trial, the Baltimore Insurance Company was represented by attorneys William Pinkney and Walter Dorsey. John F. Kennedy was represented by Robert Goodloe Harper and John Purviance. During the trial, the Baltimore Insurance Company relied on their status as a corporation, and argued that actions of assumpsit could not be maintained against corporations.<sup>42</sup> Chief Judge Nicholson agreed with the insurance company, and instructed the jury accordingly.<sup>43</sup> On March 26, 1810, the jury returned the verdict in favor of the Baltimore Insurance Company.<sup>44</sup>

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<sup>41</sup> Baltimore City Courthouse, circa 18600. Photo *available at* <http://www.msa.md.gov/megafile/msa/speccol/sc2200/sc2221/000024/000000/html/bccourt.html> (last visited Nov. 17, 2012).

<sup>42</sup> *Kennedy*, 3 H. & J. at 367.

<sup>43</sup> *Id.*

<sup>44</sup> *Id.*

Kennedy, though his attorneys Harper and Purviance, immediately filed to appeal the result. On June 5<sup>th</sup>, 1810, Judge William Gibson of Baltimore County Court granted Kennedy's appeal.<sup>45</sup>

### **B. *John F. Kennedy v. The Baltimore Insurance Company***<sup>46</sup>

The case of *John F. Kennedy v. The Baltimore Insurance Company* is an illustration of one of the earliest efforts by an individual to recover damages from a corporation in the state of Maryland. During this time period, corporations such as Baltimore Insurance Company tried to insulate themselves from certain lawsuits based primarily on the fact that they were a corporation, not an individual, and therefore should not face the same legal liabilities as individuals. However, consumers clearly did not share these same views, and sought to ensure that corporations be liable for their actions just like everyone else.

The case itself was finally heard and decided by the Maryland Court of Appeals on December 6<sup>th</sup>, 1813. Presiding over the case was Chief Judge Jeremiah Townley Chase, John Johnson, John Buchanan, and Richard Tilghman Earle.

#### **1. Arguments – Appellant (Kennedy)**

On appeal, attorneys Harper and Purviance contended two separate points on behalf of John F. Kennedy. The first was that a corporation may in fact be sued in an action of assumpsit. The second argument was that an abandonment of the ship was not an abandonment of the freight.

In order to support the first point, Harper cited several cases. The first case was *Bank of Columbia vs. Patterson's Adm'r*, a Supreme Court case decided only ten months before the case

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<sup>45</sup> Id.

<sup>46</sup> 3 H. & J. 367 (1813).

of *Kennedy* was heard at the Maryland Court of Appeals.<sup>47</sup> In *Bank of Columbia*, Justice Story sided with the people as opposed to big corporations, and stated that corporations are not an impervious organizational structure that is immune from liability. Instead, Justice Story held that assumpsit lies against a corporation in the aggregate, on an express or implied promise, in the same manner as it does against an individual.<sup>48</sup> In other words, claims of assumpsit may be brought by an individual against a corporation. The second case cited in support of Kennedy's claims was another involving the Baltimore Insurance Company, called *Case & Richaud vs. The Baltimore Insurance Company*.<sup>49</sup> In *Case*, the court held that "freight is due when the ship, by inevitable necessity, is forced into a port short of her destination, and is unable to prosecute the voyage, and the goods are voluntarily accepted by the owner."<sup>50</sup>

To support the argument that abandonment of a ship is not abandonment of freight, Harper cited the case of *The United Insurance Company vs. Lenox*.<sup>51</sup> In *Lenox*, the Supreme Court for New York County held that "where a ship is abandoned to the insurer, who accepts the abandonment, and the voyage is afterwards performed and freight earned, the insurer is entitled to the freight earned after the abandonment, or pro rata."<sup>52</sup>

## 2. Arguments – Appellee (Baltimore Insurance Company)

Arguing on behalf of the Baltimore Insurance Company, attorney William Dorsey contended several points. Dorsey's first point was that an action of assumpsit cannot be brought

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<sup>47</sup> 11 U.S. 299, 3 L. Ed. 351 (1813)

<sup>48</sup> *Id.*

<sup>49</sup> 11 U.S. 7 Cranch 358 (1813).

<sup>50</sup> *Id.* at 359. *See also* James Kent, William M. Lacy, Commentaries on American Law, Volume 3 – 1889 (discussing what constitutes being "forced into a port").

<sup>51</sup> 1800 WL 2410 (N.Y. Sup. Ct. 1800) aff'd sub nom. 1801 WL 926 (N.Y. Feb. 1801).

<sup>52</sup> *Id.*

against a corporation. The next argument was that Kennedy had no right to appeal the direction given to the jury in the lower court. Dorsey's final claim was that if the corporation had already received the money from the British, then they had a right to retain it.<sup>53</sup>

To expand upon the first claim, Dorsey argued that the action could not be maintained because even if any money was received from the British, such money was wrongfully received, and under the Act of Incorporation of 1795, no claims can be brought against a corporation for wrongfully received money.<sup>54</sup>

Interestingly enough, it does not appear as though Dorsey offered any textual support for his claim that Kennedy had no right to appeal the jury instruction from the lower court. The claim is mentioned once at the beginning of the opinion then never again. Dorsey did however offer support for the final claim.<sup>55</sup>

With regards to the final claim, that Baltimore Insurance Company had the right to retain any money they received from the British, Dorsey cited several cases.<sup>56</sup> Among them was *Thompson v. Rowcroft*, which dealt with an abandonment of a vessel after the vessel was captured.<sup>57</sup> The main holding of *Thompson* is that an "insurer on freight might, after payment of a total loss to the insured, recover from him the amount of freight which he had received."<sup>58</sup> Dorsey was essentially arguing that Baltimore Insurance Company had the right to recover from Kennedy after paying for the total loss of the ship.

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<sup>53</sup> *Kennedy*, 3 H. & J. at 368.

<sup>54</sup> To support this argument Dorsey cited several other cases such as *Taylor v Dulwick Hospital*, 1 P. Wms. 656, 657; *Breckbill vs Turnpike Company*, 3 Dall. Rep. 496. *Id.*

<sup>55</sup> *Id.*

<sup>56</sup> *Id.*

<sup>57</sup> *Id.*

<sup>58</sup> *Thompson v. Rowcroft*, 4 East, 34.



### 3. THE OPINION

Chief Judge Chase, speaking for the court, phrased the issue of the case as “whether an action for money had and received can be maintained by the appellant against the appellees, for money had and received by their agent for freight received for goods shipped in *The Arethusa*, from the complainants?”<sup>59</sup> In other words, the question was whether Kennedy was entitled to bring a suit against the Baltimore Insurance company, a corporation, for the money that Anthony Mangin received from the British after his appeal.

Chief Judge Chase began to answer this question by determining the legal effect of abandoning a ship for a total loss on account of a capture. Based on the opinion of the court, the rule has historically been that abandoning a ship after capture and claiming a total loss transfers all rights and interests the insured party may have had to the insurers, who then can enjoy the “benefits and advantages, directly or incidentally accruing from the ship subsequent to capture.”<sup>60</sup> Chief Judge Chase then stated that if any freight is susceptible of apportionment, which in this case it was, that such freight should be apportioned in a way that “will do justice to both parties.”<sup>61</sup> Using this equitable analysis, Chief Judge Chase then held that Kennedy was “entitled to all the emoluments or earnings of the ship” prior to the ship’s capture by the British.<sup>62</sup>

It is important to realize that Chief Judge Chase’s use of the term “freight” is different than that of the Court of Great Britain mentioned above. Chief Judge Chase uses the term

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<sup>59</sup> Kennedy v. Balt. Ins. Co., 3 H. & J. 367, 369 (1813).

<sup>60</sup> Id.

<sup>61</sup> Id.

<sup>62</sup> Id at 370.

“freight” to refer to both the compensation paid in exchange for services rendered as well as the goods being transported.

The Chief Judge then finally addressed the issue of corporate liability, and stated the rule that a corporation cannot use its corporate label to prevent liability for actions done by its agents. Otherwise, the Chief Judge remarked, “the party transacting business with [the corporation] would be without remedy in law or equity.”<sup>63</sup> Therefore, Chief Judge Chase ruled that Kennedy was allowed to bring an action of assumpsit against the Baltimore Insurance Company even though it was the actions of the company’s agent, Anthony Mangin, who created the cause of action, because an agent acting on behalf of a corporation is considered to be part of the corporation itself.<sup>64</sup> After stating that Kennedy was entitled to all earnings of the *Arethusa*, Chief Judge Chase then reversed the lower courts judgment and awarded *procedendo*.<sup>65</sup>

#### IV. CONCLUSION

The struggles faced by John F. Kennedy, detailed in the case of *Kennedy v. The Baltimore Insurance Company*, are representative of the struggles faced by many American merchants following the onset of the Napoleonic Wars. However, thanks to lawyers and politicians, there was a change in the way that corporations would be viewed in the eyes of the law. By employing a careful litigation strategy, Kennedy’s lawyers were able to ensure the rights of merchants would be upheld against large corporations such as the Baltimore Insurance Company. In the years following *Kennedy*, merchants continued to have similar struggles against insurance companies, yet were able to rely on the rulings of this case. Ultimately,

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<sup>63</sup> *Kennedy v. Balt. Ins. Co.*, 3 H. & J. 367, 370 (1813).

<sup>64</sup> *Id.*

<sup>65</sup> *Id.*

*Kennedy v. The Baltimore Insurance Company* represents just a sole example of a merchant being adversely affected by the Napoleonic Wars.

## V. BIOGRAPHIES

In this section, I detail the biographies of the people central to the *Kennedy* case. These sections are intended to show how these individuals' backgrounds influenced and led to their participation in the *Kennedy* case.

### A. LEMUEL TAYLOR

Lemuel Taylor, one of the plaintiffs in *Kennedy*, lived a unique life throughout the late 1700s and into the mid 1800s. Living in Baltimore for the majority of his life, Taylor was a man of many professions.

First and foremost, Taylor was a merchant. Taylor primarily operated out of the port of Baltimore during the early 1800s. From 1812 to 1815, Taylor also partially owned several privately armed vessels.<sup>66</sup> Vessels partially owned by Taylor included, but were not limited to: the HMS Dolphin,<sup>67</sup> Pilot,<sup>68</sup> Surprise,<sup>69</sup> Tom,<sup>70</sup> and Whig.<sup>71</sup> His actions as a merchant and privateer led to Taylor serving many different legal capacities throughout his life.

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<sup>66</sup> See JOHN P. CRANWELL & WILLIAM B. CRANE, MEN OF MARQUE 371 (1940) (discussing several key Baltimore privateers during the War of 1812 and the vessels they owned).

<sup>67</sup> The HMS Dolphin seized seven different vessels and destroyed six British coasters before being taken by an English blockading squadron in Rappahannock. *Id.*

<sup>68</sup> The Pilot captured three vessels and was captured by the privateer *Vittoria*. *Id.*

<sup>69</sup> The Surprise was one of the most impressive ships coming out of Baltimore during this time period, amassing over 35 seizures of British vessels before running aground during a storm at Manasquan, NJ. *Id.*

<sup>70</sup> The Tom seized four different ships during its reign before being taken on a passage to Bordeaux by the HBMS *Lyra*. *Id.*

In *Kennedy*, Taylor was one of the plaintiffs alongside John F. Kennedy, and based on historical record, it appears that Taylor and Kennedy did business together on multiple occasions. In 1809, both Taylor and Kennedy had an interest in a shipment of tobacco and cotton which was placed upon a schooner named *Post Boy*. During the voyage, the schooner was seized by the French and had its cargo condemned and sold, and in 1826 the owners of the schooner filed claims against France. Aside from being a co-plaintiff, Taylor also represented Kennedy in the *Post Boy* case, but left the states before the trial was concluded.<sup>72</sup> It was during this time that Taylor also served as an arbitrator in a limited number of cases.<sup>73</sup> However, Taylor was not always on the right side of the law.

Lemuel Taylor also faced several suits alleging that he failed to pay wages to his crews, most notably in the case of *Sheppard v. Taylor*.<sup>74</sup> In *Sheppard*, Taylor and other owners of the merchant ship *Warren* ended up in the Supreme Court after it was alleged by officers and seamen of the ship that no wages had been paid.<sup>75</sup> According to the facts of the case, the *Warren* set sail from Baltimore on September 12, 1806, loaded with twenty-two guns and had about one hundred and twelve people on board.<sup>76</sup> At the time the ship left port, the crew were under the impression that their only duties were to ensure successful shipment of the cargo. However, a sealed set of

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<sup>71</sup> The Whig was also very successful during this time period, accruing 13 ship seizures before being retired in 1814. *Id.*

<sup>72</sup> See GREG H. WILLIAMS, *THE FRENCH ASSAULT ON AMERICAN SHIPPING, 1793-1813: A HISTORY AND COMPREHENSIVE RECORD OF MERCHANT MARINE LOSSES* 294 (2009) (Following Taylor's absence at trial, trustees of his estate filed a claim against France for \$7,000 and were eventually paid once France awarded a total of \$35,687 to all the claimants following a July 4<sup>th</sup>, 1831 treaty).

<sup>73</sup> See *Price v. Tyson*, 2 G & J 290 (1830) (Case dealing with an action of assumpsit against an insurance company, wherein Taylor served as an arbitrator).

<sup>74</sup> 30 U.S. 675 (1831).

<sup>75</sup> *Id.* at 676.

<sup>76</sup> *Id.*

instructions were given to the supercargo of the vessel, a man identified only as Mr. Pollock.<sup>77</sup> Once the ship reached a certain latitude, Mr. Pollock opened the sealed instructions and communicated to the captain that the character of the voyage was to change.<sup>78</sup> Instead of shipping to “north-west coast” as was originally planned, Mr. Pollock informed the captain and crew that they were now proceeding to Chili in order to engage in an illicit smuggling trade with the Spanish provinces, which at the time was strictly forbidden unless the ship had a license from the Spanish crown.<sup>79</sup> The *Warren* did not. The captain and crew were expectedly unhappy with the new orders, so much so that the ship’s captain, Andrew Sterrett, supposedly shot and killed himself after learning of the change in plans.<sup>80</sup> The ship eventually reached the coast of Chili on January 20<sup>th</sup>, 1807.<sup>81</sup> Upon reaching land, the ship feigned distress and asked for asylum, a plan which worked to no avail.<sup>82</sup> The officers and crew of the ship were sent to different prisons around the country, and were held captive from anywhere between eight months to four years depending on when they were able to escape.<sup>83</sup> The judges in the case speculated that the alleged “seizure” by the Spanish troops of the ship’s cargo, was actually part of the arrangement with Mr. Pollock, and that Mr. Pollock and the ship’s owners, which included Taylor, all made a profit. The case itself did not reach the court until October of 1818, and was not resolved until 1831, when Justice Story of the Supreme Court ruled that the crew members were in fact entitled to wages.<sup>84</sup> However Taylor, along with the ship’s other owners, became insolvent as early as 1819, leaving little for the crew members to receive in compensation. It seems as though Taylor

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<sup>77</sup> *Id.*

<sup>78</sup> *Id.*

<sup>79</sup> Sheppard v. Taylor, 30 U.S. 675, 676 (1831).

<sup>80</sup> *Id.* at 677.

<sup>81</sup> *Id.*

<sup>82</sup> *Id.*

<sup>83</sup> *Id.* at 678.

<sup>84</sup> Sheppard v. Taylor, 30 U.S. 675, 715 (1831).

had a habit of not paying his debts, and found himself in the Supreme Court once again a few years later.

In *Meredith v. United States*, the United States instituted an action to recover duty fees from Taylor and another importation company named Smith and Buchanan.<sup>85</sup> Taylor, along with Smith and Buchanan, imported merchandise on the brigs *Unicorn* and *Brazilian*, and executed bonds to the United States for the payment of the duty fees.<sup>86</sup> Unfortunately, both Taylor and Smith and Buchanan became insolvent soon after, and as a result the bonds went unpaid.<sup>87</sup> At the time of the suit, the United States had already retained a sum sufficient to pay the bonds after receiving money from France, money which was owed to Taylor following the signing of the July 4, 1831 treaty.<sup>88</sup> The defendants, Taylor being one of them, argued that their debt should be offset because they had been deemed insolvent by the state of Maryland.<sup>89</sup> The Supreme Court ruled that “the debt due to the United States for duties on imported merchandise is not extinguished by the giving of bonds,” and that insolvency alone will not resolve the debt.<sup>90</sup> Moreover, the Court ruled that the United States is permitted to retain all money belonging to a surety in a bond given for duties that is unpaid “until a suit shall be terminated for the recovery of the amount of the duties on the goods due by the importers.”<sup>91</sup>

Lemuel Taylor was also involved in politics. In the year 1808, Taylor and other Baltimore citizens came together to voice their outrage regarding the British impressment of

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<sup>85</sup> 38 U.S. 13 Pet. 486 (1839).

<sup>86</sup> *Id.*

<sup>87</sup> *Id.*

<sup>88</sup> *Id.*

<sup>89</sup> *Id.* at 487.

<sup>90</sup> *Meredith v. United States*, 38 U.S. 13 Pet. 486, 487 (1839).

<sup>91</sup> *Id.*

Baltimore ships and seamen.<sup>92</sup> Later that year, Baltimore mayor Edward Johnson appointed the city's leading merchants to draft "a set of resolutions expressive of the views of the citizens of Baltimore" regarding the acts of the British.<sup>93</sup> Taylor was one of the merchants selected.<sup>94</sup> It was not until several years later, when on May 21<sup>st</sup>, 1812, a Democratic convention of delegates from Baltimore came together to adopt a resolution declaring war against England after realizing that "embargo laws, protests, and repeated presentations to the British crown were all alike useless in protecting the national honor from outrage."<sup>95</sup> Taylor was one of the individuals to sign the resolution.<sup>96</sup> Taylor's acclaim around Baltimore began to increase as a result of his participation in the resolution, and in 1812, Taylor was supported as a Maryland elector of President and Vice-President of the United States.<sup>97</sup> According to conflicting sources, Taylor was either a republican or federalist.<sup>98</sup> However, the fact that Taylor voted for federalist De Witt Clinton, as opposed to republican James Madison, supports the idea that Taylor was likely a Republican/Federalist.<sup>99</sup>

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<sup>92</sup> The outcry came to a head following the June 23, 1807 British capture of the Baltimore built frigate named "Chesapeake." See JOHN T. SCHARF, HISTORY OF BALTIMORE CITY AND COUNTY FROM THE EARLIEST PERIOD TO THE PRESENT DAY: BIOGRAPHICAL SKETCHES OF THEIR REPRESENTATIVE MEN 83 (1881).

<sup>93</sup> *Id.* at 84.

<sup>94</sup> *Id.*

<sup>95</sup> The same resolutions also called for war against France should the country repay what they had taken. *Id.*

<sup>96</sup> *Id.*

<sup>97</sup> See American Antiquarian Society and Tufts University Digital Collections and Archives, Maryland 1812 Electoral College, District 3 (2010), *available at* <http://hdl.handle.net/10427/65326>.

<sup>98</sup> Compare *id.* with Maryland Election News, THE BLOG OF 1812 (Oct. 1, 2012), <http://www.blogof1812.com/2012/10/maryland-election-news.html> (stating that Taylor was a Republican).

<sup>99</sup> See American Antiquarian Society and Tufts University Digital Collections and Archives, Maryland 1812 Electoral College, District 3 (2010), *available at* <http://hdl.handle.net/10427/65326>.

Lemuel Taylor also played a part in the Baltimore riots of July 28<sup>th</sup>, 1812. According to Taylor's 1812 testimony to the House of Delegates, he was present during much of the riot.<sup>100</sup> On the morning of July 28<sup>th</sup>, Taylor was summoned to Charles street, where he was subsequently questioned by General's Lee and Stricker about whether he thought the men would be safe from the mob in the jailhouse. Taylor replied that they would, thinking that the mob would not have the audacity to break into a jail. General Lee then asked whether Taylor could help in supplying guards to escort the wanted men to the jail. Initially, Taylor responded that he could not and that he himself did not want to be part of the escort out of fear for his own safety. However, Taylor was eventually persuaded into helping the men reach the jail. Taylor then met with local Judge Scott to try and ensure that the men would not make bail, an action he believed would instantly incite violence from the mob, however Judge Scott would not give such a guarantee. Upon returning to the jailhouse, Taylor witnessed the mob break down the door and gain access to the prisoners.<sup>101</sup> Taylor saw firsthand the violent acts committed against the prisoners, and even tried to stop the mobsters from killing a prisoner named John Thompson, whom the mobsters had already stabbed, tarred and feathered.<sup>102</sup> The day following the riot, Taylor along with a few other men assisted in escorting the surviving prisoners to Yorktown, Pennsylvania for safekeeping.<sup>103</sup> This would not be the last time Taylor would run into violence.

In 1813, the British were beginning to advance up into Maryland. William Jones, then Secretary of the Navy, was in need of plan to defend the Chesapeake river. Several veterans submitted themselves to defend the Chesapeake, but only Joshua Barney was chosen as

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<sup>100</sup> See Md. H.D., Report of the Committee of Grievances and Courts of Justice on the Subject of the Recent mobs and Riots in the City of Baltimore 46 (1813).

<sup>101</sup> *Id.*

<sup>102</sup> *Id.*

<sup>103</sup> *Id.*



commodore.<sup>104</sup> For reasons unknown, Lemuel Taylor and Joshua Barney were enemies. During Barney's formal appointment hearing to become commodore, Taylor sent a letter to Secretary Jones which accused Barney of being "a most abandoned rascal both as to politics and morals and that he is despised by 9/10 of all that have taken an active part in the defense of Baltimore," and that "if Barney is appointed to any command most of the useful men will be obliged to retire."<sup>105</sup> Secretary Jones declined to follow Taylor's advice, and as a result Taylor challenged the Secretary to a duel.<sup>106</sup> The Secretary quickly declined, which prompted Taylor to publish the statement: "William Jones (who is Secretary of the Navy) having been guilty of a flagrant breach of trust towards me, and having declined giving me that satisfaction which I have a right to demand, I declare him to the world an unprincipled villain and a base coward."<sup>107</sup> Four days later, on September 6, 1813, the Secretary issued a response in which he states that he has no prior relationship with Taylor, and that he stands by his choice in choosing Joshua Barney for commodore.<sup>108</sup> The Secretary even publishes the original letter sent by Taylor, in which Taylor acknowledges the two have no prior relationship, to show that Taylor's claims are overblown. Secretary Jones ended the letter by asking the public for forgiveness "for this momentary aberration from the elevated path which official duty would have prescribed, but truth and candor, rather than personal feeling, have urged the course which I have reluctantly pursued."<sup>109</sup> Commodore Barney felt differently about the matter, and after reading Taylor's letter to the Secretary immediately challenged Taylor to a duel. Taylor accepted, and met Barney on

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<sup>104</sup> LOUIS A. NORTON, *JOSHUA BARNEY: HERO OF THE REVOLUTION AND 1812*, 169 (2000).

<sup>105</sup> *Id.* at 170.

<sup>106</sup> LORENZO SABINE, *NOTES ON DUELS AND DUELING: ALPHABETICALLY ARRANGED* 337 (1854).

<sup>107</sup> *Id.*

<sup>108</sup> *Id.*

<sup>109</sup> *Id.*

September 3, 1813 in Alexandria, Virginia.<sup>110</sup> Two shots were exchanged. The first was a miss, however the second was not. Taylor was severely wounded with a shot to his chest. Barney was unharmed. Taylor eventually recovered from his wounds, and one year later was strong enough to defend Baltimore in the battle of North Point, where he received the honor of being distinguished at battle.<sup>111</sup>

Amidst all the turmoil in his professional life, Lemuel Taylor still found time to start a family. In May of 1806, Taylor and Mary Wheatly Williams had a daughter named Amalia.<sup>112</sup> Then, on October 17, 1814, Taylor and Williams had a son, named Alexander.<sup>113</sup> Several years later, around 1816-1818, Taylor ran into money issues after losing several cargoes in his West Indies trade. Not being able to pay off his creditors, which at the time included the United States government and crews from his ships, Taylor become insolvent.<sup>114</sup>

Deciding that Baltimore had nothing left to offer, Taylor moved to Cuba in 1821 to start a new life.<sup>115</sup> As for why Taylor chose to move to Cuba, it is speculated that Cuba's opening of the island to world trade in 1818 was a major factor.<sup>116</sup>

Taylor eventually became owner of a sugar plantation known as the Sta Amelia, which was located in the Cilizo district between Mantanzas and Cárdenas.<sup>117</sup> One of Taylor's

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<sup>110</sup> *Id.*

<sup>111</sup> CHARLES K. GARDNER, A DICTIONARY OF ALL OFFICERS, WHO HAVE BEEN COMMISSIONED, OR HAVE BEEN APPOINTED AND SERVED, IN THE ARMY OF THE UNITED STATES FROM 1789-1853, 441 (1853).

<sup>112</sup> See Robert M. Gray, *Introduction*, STANFORD UNIV., [http://ee.stanford.edu/~gray/html/amy/amy\\_3.html](http://ee.stanford.edu/~gray/html/amy/amy_3.html) (Sept. 23, 2005).

<sup>113</sup> HENRY F. ANDREWS, THE HAMLIN FAMILY: A GENEALOGY OF CAPT. GILES HAMLIN OF MIDDLETOWN 231 (1900).

<sup>114</sup> *Id.*

<sup>115</sup> *Id.*

<sup>116</sup> See generally MANUEL BARCIA PAZ, THE GREAT AFRICAN SLAVE REVOLT OF 1825: CUBA AND THE FIGHT FOR FREEDOM (2012).

neighbors, Vincent Grey, said that Taylor ran the plantation “dressed like an overseer, with a whip in his hands, going after the negroes under the severe heat of the sun.”<sup>118</sup> However, the plantation itself was described as one of the most accommodating to slaves in all of Cuba.<sup>119</sup> It was not long after operating the Sta Amelia that Taylor became the owner or co-owner of three coffee plantations.<sup>120</sup> Taylor’s temporary wealth led him to own the San Marcos plantation, where his family lived; the Santa Amalia plantation in Coliseo; and the Browse Hall plantation, which Taylor co-owned with a man named Pedro Figueras.

In 1825, several of Taylor’s slaves lead a rebellion to try and overthrow many of the Cuban plantation owners.<sup>121</sup> When the rebellion reached Taylor’s plantation, Taylor fought the rebels by himself, armed only with a rifle and a four-barreled gun before he escaped on horseback.<sup>122</sup> Later that year, Taylor’s old habits had caught up to him, and he was sent to prison for being unable to pay his creditors.<sup>123</sup> While in prison, Taylor explained from his cell how he handled the rebellion, stating that he “took up the sword and resisted the invaders in a very difficult and bloody battle against them, leading [his] own slaves to repel the rebels.”<sup>124</sup> Most of Taylor’s interests in the plantations were sold immediately to satisfy his debts, with any remaining interests sold after Taylor was released from prison to satisfy additional debt.<sup>125</sup>

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<sup>117</sup> *Id.* at 90.

<sup>118</sup> *Id.* at 99.

<sup>119</sup> *Id.* at 83. (noting how Taylor’s estate was a “fine square of negro huts” and large apartments, with plastered interior walls, which were “not only comfortable, but handsome”).

<sup>120</sup> MANUEL BARCIA PAZ, *THE GREAT AFRICAN SLAVE REVOLT OF 1825: CUBA AND THE FIGHT FOR FREEDOM* 99 (2012).

<sup>121</sup> *Id.* at 13.

<sup>122</sup> *Id.* at 86.

<sup>123</sup> *Id.* at 89.

<sup>124</sup> *Id.*

<sup>125</sup> MANUEL BARCIA PAZ, *THE GREAT AFRICAN SLAVE REVOLT OF 1825: CUBA AND THE FIGHT FOR FREEDOM* 89 (2012).

On June 16<sup>th</sup>, 1831, Taylor's daughter Amalia married François DeConinck, a member of the Belgian Consul in Havana, at the Sta Amelia.<sup>126</sup> Taylor's son Alexandar was married three years later, on October 15, 1834, to Maria Webster.<sup>127</sup> Taylor himself disappeared from all historical records after the mid 1820s, which is the case with many Cuban plantation owners during this time period.<sup>128</sup>

## B. JOHN F. KENNEDY

Kennedy was an immigrant from Northern Ireland, who immigrated to Philadelphia in 1784 at the age of 14.<sup>129</sup> Kennedy learned to be a merchant from his Uncle Andrew, whom he worked for in Philadelphia.<sup>130</sup> Upon his uncle's death, Kennedy was fortunate to receive the entirety of his uncles estate.<sup>131</sup> With this money, Kennedy moved to Baltimore in 1792 to become a merchant.<sup>132</sup>

According to historical accounts, Kennedy was "respected and loved by his townsmen and was an upright, liberal, true-hearted man who always stood by his friend."<sup>133</sup> Kennedy was also a distinguished dragoon in the Volunteers, who saw action during the time of Ross's invasion of Washington and Baltimore.<sup>134</sup> Around the year 1804, Kennedy started to find himself party to several unsuccessful speculations after listening to the advice of his partner,

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<sup>126</sup> HENRY F. ANDREWS, *THE HAMLIN FAMILY: A GENEALOGY OF CAPT. GILES HAMLIN OF MIDDLETOWN* 231 (1900).

<sup>127</sup> *Id.*

<sup>128</sup> *Id.*

<sup>129</sup> HENRY T. TUCKERMAN, *THE LIFE OF JOHN PENDLETON KENNEDY* 29 (1871).

<sup>130</sup> *Id.*

<sup>131</sup> *Id.*

<sup>132</sup> *Id.*

<sup>133</sup> *Id.*

<sup>134</sup> HENRY T. TUCKERMAN, *THE LIFE OF JOHN PENDLETON KENNEDY* 29 (1871).

Benjamin Cox.<sup>135</sup> By 1809, Kennedy was bankrupt.<sup>136</sup> Kennedy repeatedly tried to profit off other industries, but was largely unsuccessful.<sup>137</sup> Fortunately, Kennedy had a wealthy brother named Anthony. After learning of his brother's debt, Anthony immediately paid off all of John's outstanding debt.<sup>138</sup> Anthony Kennedy was described as a wealthy, yet unsocial man who lived a solitary life.<sup>139</sup> When Anthony died in 1828, he left a great deal of property to Kennedy and his children.<sup>140</sup> The family used some of the proceeds to pay off the approximate twenty-thousand in debt which Kennedy had accumulated since the last time his brother Anthony had paid off his dues.<sup>141</sup> In 1820, Kennedy moved his family to Virginia, where his wife owned a small estate named Shrub Hill.<sup>142</sup> Kennedy lived at the house for several years, until he passed away on February 17, 1826.<sup>143</sup>

During his life, Kennedy had four children: John, Andrew, Anthony, and Pendleton.<sup>144</sup> The eldest child, John Pendleton Kennedy, became an American novelist who turned his fame into political power as a member of the Whig party. John P. Kennedy went on to become the United States Secretary of the Navy from 1852 to 1853, and a United States Representative from Maryland. Anthony Kennedy, one of the other brothers, was also actively involved in politics, and eventually elected to the United States Senate on the Know Nothing ticket in 1854.<sup>145</sup>

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<sup>135</sup> *Id.*

<sup>136</sup> *Id.*

<sup>137</sup> *Id.*

<sup>138</sup> *Id.*

<sup>139</sup> HENRY T. TUCKERMAN, *THE LIFE OF JOHN PENDLETON KENNEDY* 29 (1871).

<sup>140</sup> *Id.*

<sup>141</sup> *Id.*

<sup>142</sup> *Id.*

<sup>143</sup> *Id.*

<sup>144</sup> HENRY T. TUCKERMAN, *THE LIFE OF JOHN PENDLETON KENNEDY* 29 (1871).

<sup>145</sup> See CHARLES H. BOHNER, *JOHN PENDLETON KENNEDY, GENTLEMAN FROM BALTIMORE* (1961).

### C. JEREMIAH T. CHASE – COURT OF APPEALS MARYLAND



Jeremiah Townley Chase was considered one of the most conspicuous actors in the United States war for independence.<sup>147</sup> Born in Baltimore County on May 23, 1748, Jeremiah Chase spent his life fighting for the rights of the people.<sup>148</sup> Chase learned to read law along with his cousin, Samuel Chase, who eventually became a Supreme Court Justice. Admitted to practice law in Anne Arundel County in 1771, Chase established a practice in both Annapolis and Baltimore, where he practiced for several years before taking time off to serve in the militia.<sup>149</sup>

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<sup>146</sup> Photo available at <http://www.msa.md.gov/msa/speccol/sc3500/sc3520/000200/000234/html/msa00234.html> (last visited Nov. 17, 2012).

<sup>147</sup> T.W. White, *Southern Literary Messenger*, Vol. IV. No. VI. Richmond, June 1838, at 345.

<sup>148</sup> MARYLAND HISTORICAL SOCIETY, available at <http://www.msa.md.gov/megafile/msa/speccol/sc3500/sc3520/000200/000234/html/234bio.html> (last visited Nov. 17, 2012).

<sup>149</sup> *Id.*

Aside from being a lawyer, Chase also had a lengthy career as a politician. In 1773 Chase was elected to the Colonial House of Delegates.<sup>150</sup> Chase joined the Committee of Correspondence for Baltimore the following year, and being the patriot he was accepted the election to the Annapolis Convention as well.<sup>151</sup>

Interestingly enough, Chase was strongly opposed to the idea of the Constitution, yet was named a justice for the General Court for Anne Arundel County in 1789.<sup>152</sup> Chase held this position until 1805, but would later return to the bench in 1808 after being appointed chief judge for the Maryland Court of Appeals for the third district.<sup>153</sup>

#### **D. JOHN JOHNSON – COURT OF APPEALS MARYLAND**

John Johnson, thought of as one of Maryland's most prominent legal figures during his day, was born on September 12, 1770.<sup>154</sup> Johnson practiced in Annapolis, and began his political career when he was elected to the Governor's Council by the General Assembly in 1796.<sup>155</sup> By 1800, Johnson was an Annapolis representative in the House of Delegates.<sup>156</sup> Aside from being a delegate, Johnson also served as the Mayor of Annapolis from 1803-1804, and once again from 1810-1811.<sup>157</sup>

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<sup>150</sup> *Id.*

<sup>151</sup> J.D. WARFIELD, THE FOUNDERS OF ANNE ARUNDEL AND HOWARD COUNTIES, MARYLAND: A GENEALOGICAL AND BIOGRAPHICAL REVIEW FROM WILLS, DEEDS, AND CHURCH RECORDS 189 (1967).

<sup>152</sup> *Id.*

<sup>153</sup> *Id.*

<sup>154</sup> MARYLAND HISTORICAL SOCIETY, *available at* <http://www.msa.md.gov/megafile/msa/speccol/sc3500/sc3520/014700/014713/html/14713bio.html> (last visited Nov. 17, 2012).

<sup>155</sup> *Id.*

<sup>156</sup> *Id.*

<sup>157</sup> *Id.*

In 1806, Governor Robert Bowie appointed Johnson the Attorney General of Maryland.<sup>158</sup> However, Johnson did not focus solely on achieving success in the political world, as he was heavily involved in commercial arena as well. Specifically, Johnson was elected to the Board of Directors for Farmers Bank in 1808, while also serving as a commissioner for the Commissioners of the Union Manufacturing Company of Maryland.<sup>159</sup>

Johnson received what was perhaps one of the biggest achievements of his political career in March of 1811, when he was named to the Court of Appeals for Maryland.<sup>160</sup> Johnson served the Court of Appeals for ten years, at which point he was appointed Chancellor of Maryland.<sup>161</sup>

Johnson died in 1824 while traveling to negotiate boundary disputes with Virginia. During his life, Johnson was viewed highly by his peers, as is reflected by the *Maryland Gazette* which stated “the various and important public stations which he filled during his lifetime are the surest proofs which could be offered of his worth, and the high estimation in which he was held by his fellow citizens.”<sup>162</sup>

#### **E. ROBERT G. HARPER – ATTORNEY FOR KENNEDY**

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<sup>158</sup> *Id.*

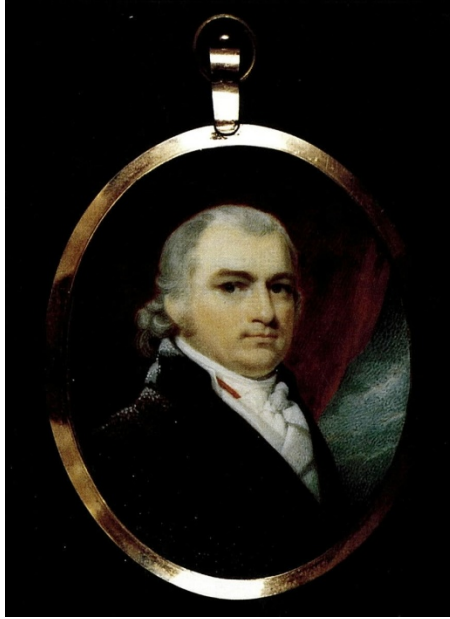
<sup>159</sup> MARYLAND HISTORICAL SOCIETY, *available at* <http://www.msa.md.gov/megafile/msa/speccol/sc3500/sc3520/014700/014713/html/14713bio.html> (last visited Nov. 17, 2012).

<sup>160</sup> *Id.*

<sup>161</sup> *Id.*

<sup>162</sup> *Maryland Gazette, Obituary*, August 5, 1824.





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Robert Goodloe Harper, one of the two lawyers representing John Kennedy in *Kennedy v. Baltimore Insurance Company*, rose to prominence throughout the east coast during the late 1700s. Born in 1765 near Virginia, Harper joined the volunteer corps of Calvary at a young age and travelled throughout the eastern states.<sup>164</sup> Harper graduated from what is now Princeton University in 1785, and subsequently studied law in Charleston, South Carolina, where he was admitted to the bar in 1786.<sup>165</sup>

Harper was also actively engaged in politics, serving as a member of the South Carolina House of Representatives from 1790 until 1795, when he was elected to Congress.<sup>166</sup> While

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<sup>163</sup> Photo available at <http://www.msa.md.gov/msa/speccol/sc3500/sc3520/002000/002031/html/msa02031.html> (last visited Nov. 17, 2012).

<sup>164</sup> BIOGRAPHICAL DIRECTORY OF THE UNITED STATES CONGRESS, available at <http://bioguide.congress.gov/scripts/biodisplay.pl?index=H000225> (last visited Nov. 17, 2012)

<sup>165</sup> *Id.*

<sup>166</sup> *Id.*

serving as a member of Congress, Harper was also the chairman of the Committee on Ways and Means.<sup>167</sup>

Harper eventually moved to Baltimore in 1800 after unsuccessfully running for reelection in Congress.<sup>168</sup> While in Baltimore, Harper focused primarily on practicing law until he served in the War of 1812, where he attained the rank of major general.<sup>169</sup> Following the war, Harper became a member of the Maryland State Senate.<sup>170</sup> Harper's stint as a state senator did not last long however, as he was soon elected to the United States Senate in 1815. However, Harper resigned from the U.S. Senate after less than a year so that he could concentrate on running for Vice President on the Federalist ticket for the 1816 election.<sup>171</sup> Harper ultimately lost the 1816 election, and yet ran again in 1820 only to fail after receiving only one electoral vote.<sup>172</sup>

Harper's decision to represent John Kennedy in *Kennedy* comes as no surprise, seeing as how Harper was involved in several assumpsit actions against insurance companies for failure to pay merchants after their ships were seized. Harper even represented plaintiffs in several other cases against the Baltimore Insurance Company.<sup>173</sup>

#### **F. WILLIAM PINKNEY – ATTORNEY FOR THE BALTIMORE INSURANCE COMPANY**

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<sup>167</sup> JOSEPH W. COX, CHAMPION OF SOUTHERN FEDERALISM: ROBERT GOODLOE HARPER OF SOUTH CAROLINA (1972).

<sup>168</sup> *Id.*

<sup>169</sup> *Id.*

<sup>170</sup> *Id.*

<sup>171</sup> *Id.*

<sup>172</sup> JOSEPH W. COX, CHAMPION OF SOUTHERN FEDERALISM: ROBERT GOODLOE HARPER OF SOUTH CAROLINA (1972).

<sup>173</sup> *See, e.g.,* Dickey v. The Baltimore Insurance Company, 7 Cranch 327 (1813) (Harper represented the plaintiff where the court held that a policy of insurance on a vessel “at and from” an island protects her in sailing from port to port of the island to take in her cargo).



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William Pinkney was born on March 17, 1764 in Annapolis, Maryland.<sup>175</sup> In his early years, Pinkney studied both medicine and law, but eventually decided to become a lawyer and was admitted to the bar in 1786.<sup>176</sup> From 1788 to 1792, Pinkney served in the Maryland House of Delegates.<sup>177</sup> Subsequently, Pinkney served as a United States Congressman from the third district of Maryland in 1791, then the fifth district from 1815 to 1816.<sup>178</sup>

In between his first and second terms as a Congressman, Pinkney was the co-United States Minister to the Court of St. James, along with James Monroe, from 1806 to 1807.<sup>179</sup> Together Pinkney and James negotiated the Monroe-Pinkney Treaty with Britain. The aim of the treaty, which was really just a renewal of the Jay treaty of 1795, was to end the British practice

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<sup>174</sup> Photo available at <http://www.msa.md.gov/msa/speccol/sc3500/sc3520/000900/000993/html/msa00993.html> (last visited Nov. 17, 2012).

<sup>175</sup> REV. WILLIAM PINKNEY, THE LIFE OF WILLIAM PINKNEY 20 (1853).

<sup>176</sup> *Id.*

<sup>177</sup> *Id.*

<sup>178</sup> *Id.*

<sup>179</sup> *Id.*

of impressing American sailors, while also establishing the rights of American vessels.<sup>180</sup> The treaty was later rejected by President Thomas Jefferson.<sup>181</sup>

After the treaty was rejected, Pinkney returned to Maryland around 1811, where he served in the Maryland State Senate.<sup>182</sup> During that same year, Pinkney joined President James Madison's cabinet as the Attorney General.<sup>183</sup> However, Pinkney's status of major in the United States Army prevented him from serving as Attorney General full time following the start of the War of 1812.<sup>184</sup> Pinkney was later wounded during the War of 1812, at the Battle of Bladensburg, but recovered and went on to serve as a United States Senator from Maryland for three years until his death in 1822.<sup>185</sup>

As with Robert Harper's biography described above, Pinkney's decision to represent the Baltimore Insurance Company in *Kennedy* falls in line with the types of cases he tended to take on following the War of 1812. In fact, Pinkney went on to represent Baltimore Insurance Company again two years later in an action brought by merchants after their vessel was seized by the British, and there was a dispute amongst the parties as to whether the insurance policy should cover the entire loss.<sup>186</sup>

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<sup>180</sup> REV. WILLIAM PINKNEY, *THE LIFE OF WILLIAM PINKNEY* 20 (1853).

<sup>181</sup> *Id.* at 21.

<sup>182</sup> *Id.*

<sup>183</sup> *Id.*

<sup>184</sup> *Id.*

<sup>185</sup> REV. WILLIAM PINKNEY, *THE LIFE OF WILLIAM PINKNEY* 21 (1853).

<sup>186</sup> *See* *Baltimore Insurance Company v. McFadon*, 4 H. & J. 31 (Court of Appeals of MD, 1815).