

SHIELDS, Mathew

Variations : SHEILDS, SHEILS

Ship	Date arrived (Sydney)
Haveing	8 November 1849

Shipping indent(s)

Fiche	Page	Reel	Shelf	Type
has not survived				

Trial (place, date)	Prev conv	Offence	Sentence
Limerick 4 July 1848		Receiving stolen goods	7 years
Notes: SRNSW index to convict exiles			

Age	Marr/S	Child'n	Relig	Educ	Native place	Country
Notes:						

Trade or calling	Height	Complexion	Hair	Eyes
Notes:				
Other arrival info (eg ships musters & papers):				

Assignment

Hired by John Eales, probably on arrival
With Eales: 1849-1850

Freedom (year, details)

T.O.L.	49/1085, 30 November 1849, 4/4220 (reel 963), Maitland
C.P.	
C.O.F	

Colonial crime & secondary punishment

Date	Offence	In service of	Punishment
June 1850	disorderly conduct	Mr John Eales	2 months prison with hard labour
Source: Maitland Mercury 8 June 1850 p2			

Colonial Secretary's correspondence

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NSW Census/musters

1822	
1823-25	
1828	
1837	

Colonial marriage

Date	Place	To whom	BDM index reference
Permission to marry:			

Death

Date	Place	Age	BDM index reference

Timeline

Date	Event
Nov 1849	arrived Sydney as a convict exile per ship <i>Havering</i> , issued ticket-of-leave and probably hired immediately by Mr John Eales
June 1850	sentenced to two months in prison with hard labour by the Bench for disorderly conduct in the service of Mr John Eales

Other (source, details)

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Keywords

exile, Masters & Servants Act

General information

This document is part of research undertaken by Brian Walsh on the convicts assigned to John Eales and the ticket-of-leave holders who worked for him. Please do not email or upload/post this document online without acknowledgement. For further information and contact details see:

www.patersonriver.com.au/ealesconvicts

A book on John Eales' convicts titled '*Toil and Trouble from Maitland to Moreton Bay*' is available from Paterson Historical Society, see:

www.patersonhistory.org.au

Maitland Mercury 22 May 1850 p2

The third case was Matthew Shields v. John Eales. This case was first brought on about three weeks ago, Shields claiming a balance of wages on a written agreement for four months, which he produced. Mr. Eales then produced a copy of the agreement, signed by Shields's mark, in which the period was stated as for twelve months. Shields admitted that he had marked another copy besides the one he held, but he signed it believing it for four months, which was the period agreed on. Mr. Eales contended that Shields was bound by the agreement he held, and that he had only served five months out of twelve, but as there was a discrepancy in the two agreements he would let him go at eight months. The agreement had, it appeared, been executed in Sydney, where Shields was hired by an agent for Mr. Eales. As neither party would recede, and Mr. Eales could not prove that the agreement he held was read over to Shields before signing, the bench decided to write to the Superintendent of Convicts' Office (Shields being a ticket-of-leave holder from one of the recent ships), and ascertain which agreement was correct, remanding the case meanwhile. Yesterday the answer was read, when the case was called on, and it appeared that the agreement was one for four months only, the other being a clerical error. Shields, it appeared, had hired, at £12 a year, and he had been paid £2 before he complained (26th April), and £2 since, making £4, and he was he said entitled to another £1 for the fifth month, and to nearly the same sum for the time that had since elapsed, he having remained at work at Mr. Eales's. The bench decided that they must confine the case to the time up to the 26th April, and on balancing the account presented by Mr. William Gravenor, superintendent to Mr. Eales (who appeared to defend the case), they gave judgment for Shields for 16s 4½d., wages due to the 26th April.

Maitland Mercury 8 June 1850 p2

BREACH OF CONVICT DISCIPLINE.-On Tuesday Matthew Shields, a ticket-of-leave holder per Havering, appeared before the bench, charged by Mr. John Eales with a breach of convict discipline. At the request of Shields the case was remanded till yesterday, after evidence had been heard, for him to produce evidence in defence. It may be remembered that Shields obtained a judgment for wages due against Mr. Eales, under the Masters and Servants Act, Mr. Eales declining to pay him when four months were up, on the ground that the agreement he held was worded "twelve months." When Shields applied to Mr. Eales for the wages ordered him by the bench, Mr. Eales still declined to pay till Shields had served twelve months ; Shields enquired if the magistrates did not order that his wages should be paid him ; Mr. Eales replied that he was sorry that he still differed with the magistrates, and should therefore require Shields to serve his full term before he was paid. This was said in the hearing of Patrick Connor, one of Shields' fellow labourers. Subsequently Shields asserted on the farm that Mr. Eales said in refusing to pay him that he would pitch the bench of magistrates to hand Shields with them, and it appeared that Shields had immediately brought such a complaint to the bench, and on his returning to the farm, on "the next day, had appealed to Connor to come forward to prove this, but Connor said he did not hear it. What were the exact words used by Shields to Connor in this conversation did not clearly appear, Connor in giving his evidence varying in his statement of them, but Mr. Eales was informed and believed that Shields tried to induce Connor to come forward and swear that he did hear Mr. Eales use those words. Two other witnesses were examined, at Shields' request, to test Connor's evidence. The bench convicted Shields of disorderly conduct, and sentenced him to two months' imprisonment, with hard labour, telling him he was fortunate in not having been charged with attempting to suborn a witness.

Maitland Mercury 11 September 1850 p2

Masters and Servants Act.-Yesterday one case under this act came before the bench. Matthew Shields v. John Eales. It will be remembered that some time since Shields summoned Mr. Eales before the bench, claiming wages due to him on a written agreement for four months, which he had completed ; Mr. Eales refused payment because, he said, Shields had hired for twelve months, and had not yet fulfilled the term, and Mr. Eales produced his copy of the agreement ; it then appeared that Shields, a ticket-of-leave holder per Havering, had been hired in Sydney by Mr. Eales's agent, several other men by the same ship being hired at the same time ; the agreements of these men were drawn up in the Principal Superintendent of Convicts' office, and were all for four months, excepting that one copy of Shields's agreement was worded "four" months, and another copy "twelve" months, and the "twelve months" copy chanced to be the one handed to Mr. Eales by Shields on his arrival ; the bench, in order to decide the question, wrote to the Principal Superintendent of Convicts' Office, enclosing the two copies, and received a reply that the agreement was for four months, and that the word "twelve" was a clerical error; the bench then gave judgment for Shields. Mr. Eales, however, still maintained that Shields was his servant, and was bound by the twelve months' agreement, and it appears he has refused to pay Shields the sum awarded to him, or to give him a discharge, telling him he would do neither unless he came back and fulfilled the twelve months. Shields now summoned Mr. Eales for refusing him a discharge. It appeared, however, that Shields had lost his copy of the agreement, nor could he fix the date of his entering or leaving Mr. Eales's service ; the bench proposed to call evidence to prove the receipt of the letter from the Principal Superintendent's office, but Mr. Eales objected to it as illegal,

and the bench held the objection good. Mr. Eales, in defence, admitted he had refused the discharge, and produced his copy of the agreement to show that Shields had not completed his term of twelve months ; he admitted having seen a copy of some agreement held by Shields, which was for four months, but he contended that the bench were bound to decide by the agreement produced. Mr. Eales was called on to give legal evidence that the agreement he produced was "marked" by Shields, but could not do so. Eventually the bench, Major Crummer and Mr. Lang, dismissed the case, for want of proof, as regarded the penalty ; but Mr. Lang directed a bench discharge to be given to Shields.

research by Brian Walsh