

1801-002

Chancery Causes: Thomas Warren vs Willis Washington & Thomas Chappell

Dele of Wight County

Winn

as

Washington

} Bill

Nov. '99.
ms. filed. sent for
disid. at Let. '99.

March 1800

Appl. Horn. &c

August 1801

To the Worshippful Masters of the Court of Wight, Court
sitting in Chancery, humbly Complaining I send unto
You, your order Thomas Warren

That a Certain Thomas Chappell, on the day
of 179 was of your order at Cards, many
times, as your order has been since continued
sum of £ per which he gave his word
obligatory, That Subsequently thereto he did on the day
of 179 Mr. John Chappell transfer the said
Card by agreement to William Warburton, who bought
a Bill Mumpen in this Court & in November term 1798, ob-
tained a judgment & new direction to have execution
from the same, also it is a well known principle that
money won at gaming, is not recoverable, & that the
assignment of a gaming Card stands in no better situa-
-tion as to the claim than the assignment himself. It is
under these Considerations that your order, Submits this
matter to the Court. In tender Consideration thereof,
and for as much as your order is without remedy
in the premises only in a Court of Equity

To the said Warburton that Mr. John Warburton
Warburton & Thomas Chappell who your order says
may be considered as def. to this Bill of Complaint, may

upon their Corporal & other full times & perfect com-
mission to all & singular the allegations therein contained
& that as fully & sufficiently as if the same were again
herein repeated & interrogated, but especially that
they set forth expressly whether the said attacked
were given upon a given Commission,
what Commission it was it founded upon.

And that you will signify to the said
Capt. & all others concerned from further proceedings in
this matter is heard before this Court of equity
and then make the same perpetual, and make any
or further order in virtue in the premises for your
Capt. Relief as may be equitable.

May it please the

Your obedient Servant
Compt.

Compt. interrogated in Court.

Washington
as
Wren } answer

The answer of Willis Washington to the bill of Com-
plaint exhibited against him by Thomas Loren

This defendant saving & reserving to himself all
manner of exception to the many defects in
the Complots bill mentioned ~~he~~ for answer
thereto answers says - that, true it is, that
on the day of 179 he received a bond
by assignment from a certain Thomas Chappell
against the Complot for the sum of £
that some time before this defendant commenced
suit on the ~~sd~~ bond, against the Complot, he
requested the Complot to pay to this defendant
the amount of the ~~sd~~ bond - The Complot ~~in~~
answered - that true, ^{the bond} ~~it~~ was a gaming debt
but that, he, the Complot, would pay the
amount of the ~~sd~~ bond ⁱⁿ some short time
afterwards, if this defendant would attend
to receive it, at Isle of Wight Court. But this
your Defendant often attended, the Complot
always put off this defendant, so, that he was

forced to bring suit on the ad litem.

This defendant further observes that he is much surprised, that the Complot, at this late day, should come forward to take this advantage of an assignee without notice, and at the same time acknowledging to the defendant that tho' it was a gaming debt, yet he, the Complot, would make it good to the defendant as he was an assignee & would pay it in some short time to a prayer hence to be dismissed with his costs &c. ~~done as in fact~~

This 4 day of November 1799 Willis Waddington came before me & swore to the truth of the above answer according to law

James Johnston

Chappell
vs J. Answer
Wzema

court after saying often times to this defendant
that he only ^{considered} this debt as money lent
for he, the Comptant, had ^{won} once before
near ~~to~~ the amount of this bond, from
this debt. And this defendant thinks
his conduct of the Comptant is far from
Equity & good conscience - for this debt
never would have paid the bond aforesaid
as payment, if this debt had not been
induced ^{to believe} by the Comptant's conversations,
that he would have paid it off
when demanded. This debt denies all
combination & prays hence to be dis-
missed with his costs &c

This ²⁴ day of Jan^y. 1800. Thomas Chappell
came before me & swore to the truth
of the above answer, according
to law


J. P. for Southampton Cty

The answer of Thomas Chappel to the bill of
Complaint exhibited against him by Thomas
Wrenn in Isle of Wight County Court

This defendant saving & reserving to him-
self every exception to the manifold imperfec-
tions in the Complainant's bill mentioned, to
^{as much} as is material for him to answer - answers
says - that true it is - that this defen-
dant did win of the Complaint the sum of
£ for which sum the Complaint
gave this defendant his bond as in the
bill stated - but this deft positively
denies that he took any undue advantage
of the Complaint, for he, the deft, was only
a (by-better) nor does he, the deft, believe
there was any advantage taken by the
actual players. This defendant is much
surprised that the Complaint can come
forward & claim the interference of this

Washington ap^{ts}

as:

Wrenn

Prin. Nord

Know all men by these presents that we Thomas Wrenn
& John Goodson are held and firmly bound unto Willis
Washington assignee of Thomas Chappell in the sum of fifty
seven pounds twelve shillings current money of Virginia to
the which payment well & truly to be made unto the said
Willis Washington his Heirs & assigns we bind our selves our
Heirs Executors & Administrators Jointly & severally firmly by these
presents sealed with our seals and dated this 15th. Day
of March 1799.

The Condition of this obligation is such that whereas the
said Willis Washington hath obtained a Judgment at
Common Law against the said Thomas Wrenn in the
County Court of Isles of Wight for Twenty eight pounds
seven shillings and six pence and the said Thomas Wrenn
hath obtained an Injunction to stay the execution of
the said Judgment untill the hearing the matter in
Equity, upon a bill for that purpose filed, If therefore
the said Thomas Wrenn shall satisfy and pay the said
Judgment at Common Law, & all costs and Damages that
shall be awarded to the said Willis Washington in
Case the said Injunction shall be dissolved, Then
the above obligation to be void else to remain in full
force & virtue.

Sealed & Delivered
In the presence of
N. Atkinson

Thomas Wrenn (Seal)

John Goodson (Seal)