

1820-037 Chancery Causes: Robert T. Fulgham vs William Goodson & ux, admx of Thomas Grantham

Dale of Wight County

other SURNAMES: Chalmers,
Ricks

Fulgham

101

Bill

Grantham Reg.

June 1800

Bill filed

October 1808

ans^d filed

May 1820 dismissed
with leave to re-instate in
3 months

Mary Sudge^{ts}

1820

no 1

To the justices of Free Wight county, sitting in chancery
humbly complaining, shews to the court your orator
Robert T. Fulgham: That on the 1st day of January A.D. 1803.
Thomas Grantham late of this county executed a bond
unto James Chalmer for the sum of £14.10.3, payable on or
before the 1st day of May next succeeding the same date.
That he afterwards solicited your orator to discharge
the same under assurances that he would repay
him in some short time. That your orator complied
with the said request as will more fully appear by
reference to the said bond and its endorsements which
are hereto annexed and prayed to be taken as a part
of this bill. That the sd Grantham died on or about
the day of 1801 without making any kind of
satisfaction to your orator for his said friendly
disbursements. He further states that the said Grantham
and himself owned a vessel called _____ in conjunction
that the said vessel was employed for their joint
interest the whole of the year 1800 and was then
under the management of the said Grantham, who
kept all the accounts relating to her. That the said
vessel was much employed and must have
made a large sum of money, no part of which
has your orator ever received. That admin on the estate
of the said Thomas Grantham was granted to his widow
Rebecca Grantham who has since intermarried with
a certain William Goodson. That he has made various
friendly applications to the said Goodson and wife for
a right of the said books of Thomas Grantham, for

payment of whatever might therein appear to be due, as well as for payment of the amount advanced as aforesaid to the said James Chalmer, all of which applications have been totally disregarded.

In tender consideration whereof and for as much as your orator is otherwise necessitated, he solicits the aid of your Worship.

To this end therefore, he prays that the said William Goodson and Rebecca his wife may be made defendants to this bill of complaint, and that may on their corporal oaths, full, true and perfect answer make to all and singular the allegations herein contained, and that as fully as if the same were here repeated and they there particularly interrogated: Especially that they exhibit the books of the said Thomas Grantham relative to the said vessel, that they state if the said Grantham has ever repaid the money paid by him to James Chalmer as aforesaid, or if he has ever made him any payments on account of the said vessel. He prays that your Worship will decree that the said debts out of the estate of the said Thomas Grantham pay to him the aforesaid amount paid to the said Chalmer, as well as whatever may appear due him on account of the said vessel, with interest, or that you will make such other order or decree in the premises for his relief, as may seem just and equitable.

May it please your Worship
Rich^d A. Lloyd
1792

The joint & separate answers of William Goodson & Rebecca his Wife, to the Bill of Complaint exhibited against them in the Hble. the County Court of Isle of Wight, by Robert J. Fulgham. —

These defendants now and at all times hereafter, saving & reserving to themselves all manner of necessary & proper exceptions to the many untrue errors & other imperfections in the Complainants said Bill of Complaint, Contained for answer thereto, or to so much thereof as they are advised is material for them to make answer to, they answering say, The female resp^d — Rebecca, states that she believes her former husband, Thomas Grantham, & the Compl^t in the year 1802 or 1803 purchased of a M^r. Robert Ricks a Schooner called the Eliza, but at what price she knows not. That they jointly run the said Schooner for some months, though how long she cannot recollect. — She does not know by whom the freights were received, but has very little doubt but that they were, if received by her said Husband, by him accounted for. — This resp^d recollects that the said Schooner Eliza was repaired, & that her Husband, the s^d. Thomas Grantham Super-intended the work: Though this def^t does not know at whose expence the repairs were made. — This def^t states that the s^d. Thomas Grantham was often complaining that the Compl^t would not attend to the Schooner — That he the said Thomas often declared that he would either own the whole of the Boat, or have no Interest in her, that he would either buy the said Robert J. Fulghams interest, or sell to him his half; This def^t further states in a few days after, she was informed by the s^d. Thomas Grantham her then Husband, that he had sold his half of the Schooner Eliza to the Compl^t but does not know for what price — This def^t states that the said Thomas Grantham on his death Bed, expressed himself to her in these words, as nearly as she can recollect, My Dear, I wish I could see Robert Fulgham, he owes me for the Boat Eliza, He is to pay me one hundred Dollars at Christmas, I have nothing to shew for my half the Boat, neither does any person know what he was to give me but his Father. I hope he will not cheat you, I believe he is honest & will pay you — This def^t states that her s^d. Husband repeatedly said that no person except the Father of the Compl^t knew what he was to give for the Boat, and that one hundred Dollars were to be paid at Christmas. — This def^t further states that she never heard the s^d. Tho. Grantham admit that he was indebted either to the Compl^t his Father or any branch of the family — but on the contrary as she has already stated, repeatedly observed that the Compl^t was indebted to him for the half of the Schooner Eliza, & that one hundred Dollars were to be paid on

the Christmas day - which happened in the year the said Thomas died - This resp.^d states that the Compt. furnished her a suit of Old Sails for her Schooner Mary Ann, though she does not know what they cost; the Compt. never having furnished a Bill, or receipt from the person of whom they were procured - nor has he ever called on her for payment -

The resp.^d William states from the best of his recollection, that some time in the latter part of the year 1802 or in the beginning of the year 1803, that Thomas Grantham & the Compt. purchased of Robert Ricks a Schooner called the Eliza, which they run as joint owners. That this def.^t had occasion to send to Norfolk, & frequently engaged the s.^d Schooner, whilst she was the joint property of Grantham & Fulgham, to carry freights to that port. - That he the s.^d Robert T. Fulgham, being indebted to this def.^t, he made it a point to credit him with the whole amount of the freights made by the Eliza, until the said Grantham began to complain that this def.^t had never given him credit for the freights carried by the Eliza, though he was half owner. - The said Grantham then insisted that a Settlement should take place between the Compt. himself & this def.^t, which was agreed to. That on the 4th day of October 1803, The Compt. & your resp.^d met at the house of the s.^d Grantham, and went into a Settlement of their freight accounts - That the Eliza had carried freights for this defendant, to the amount of Ten pounds, three Shillings & eleven pence, which sum was equally divided between the Compt. & the said Grantham. - That this def.^t in a Settlement between him & the s.^d Compt. Robert Fulgham, paid him five pounds, one Shilling & eleven pence halfpenny, and gave the said Grantham on an account then due, credit for the same amount. That this appeared to be a final Settlement between the said Grantham & the Compt. for all freights the Eliza had made to that day - Prior to this Settlement, the said Grantham solicited of this def.^t the loan of one hundred Dollars, which was granted. Soon after this Settlement was made, the s.^d Grantham sold his half the Schooner Eliza to this Compt. for what price this def.^t knows not. Soon after the s.^d Grantham sold his half the Schooner to this Compt. the said Grantham expressed himself to this def.^t in these words, Come old friend don't think hard of your money, I shall get some before the winter which you shall have, if not, Robert Fulgham is to pay me part for the Eliza at Christmas, & then we will settle. - This def.^t states that he never heard the s.^d Grantham say what the s.^d Fulgham was to give him for

his half the Vessel, neither has this def.^t seen any charge among the papers of s.^d Grantham, or note for the amt. This def.^t states that the said Grantham departed this life some time in the month of November 1803. that some time in the month of July or August 1805, Charles Fulgham Sen.^r the father of the Compt. asked this def.^t to give him a Bill of Sale for the Schooner Eliza. That this def.^t did not at that instant refuse to do, but went down Town to see his Wife, late the Widow and relict of the said Grantham, and informed her that Capt. Fulgham had call.^d on this def.^t for a Bill of Sale for Eliza: To which she replied, if I were in your place W. Goodson I would not give a Bill of Sale for the Boat before she was paid for. This def.^t then asked his Wife if the Schooner had not been paid for; she answered that not one farthing had been paid for her as she knew of, neither was there any charge made or note taken for the sum which her dec.^d Husband was to have for his half of the Vessel. - That in the afternoon the said Charles Fulgham Sen.^r came to the house of this def.^t & asked him if he would sign a Bill of Sale which had been copied by Wilson Davis, to which this def.^t replied, that he had been informed by his Wife, that the Schooner had not been paid for - that before he would give a Bill of Sale for the Vessel, there must be a Settlement: This def.^t observed to the s.^d Fulgham that if he would come to a Settlement, & give him something to shew for the Schooner, that he (this def.^t) would then give him a Bill of Sale & not before. This defendant told the s.^d Fulgham, that under existing circumstances if he gave a Bill of Sale for the Schooner, without something to shew that she had been paid for, this def.^t would involve himself, & be liable to the heirs of Grantham for the amount of the Vessel. - The said Charles Fulgham Sen.^r said he would give this defendant an indemnifying Bond for four hundred Dollars if he would sign the Bill of Sale. This def.^t told the s.^d Fulgham that it was as easy to come to a Settlement, & give him something to shew for the Schooner, as to take an indemnifying Bond; & that a Settlement must be made before he would give a Bill of Sale for the Vessel. - The said Fulgham expressed himself to this def.^t in these words, I don't ask a damn favour of you,

I have got the Boat in my possession, I will keep her, & run her, if she goes to Hell - & so turned off - In a few days after this, Robert J. Fulgham, the Compt., came upon the deck of a Vessel at Norfolk, where this def^t was selling his freights, and addressed these words to this def^t. Well, what was the reason you refused to give my Father a Bill of Sale for the Eliza the other day; To which this Resp^d replied that the Schooner was not paid for, that there must be a settlement either by the Compt. or his Father, & something produced to prove the payment, that then this def^t would give a Bill of Sale & not before - To which he the said Robert replied, do you suppose my Father is not worth one hundred & seventy five Dollars, for by God - I was to give but one hundred & seventy five Dollars ~~for~~ for the half of the Schooner; I bought the half of the Boat from Grantham, and W^{rs} Goodson whilst a Widow relinquished her right, & I can shew her relinquishment in the Custom House. - This def^t examined the Custom House, but found no such relinquishment. - The Compt. observed that if he had been in Town the morning after a Bill of Sale was given to his Father by this def^t he the s^d Compt. would have done that for which he should have been sorry perhaps - & so turned off - These defendants deny fraud and combination, & pray henceforth to be dismissed with their reasonable costs -

Isle of Wight County, To Wit. William Goodson & Rebecca his Wife personally appeared before me, a Justice of the Peace for the s^d County, and made oath that the facts contained in the above answer, so far as they depend on their own knowledge are true; and so far as they depend on the information of others, they believe them to be true. Given under my hand this 6th day of September AD 1808 -

And^o Woodley

Fulgham

11.

Spa. in Chy

Grantham Accs

BW Byrd
Mr. J. P. H.

Executed

Attest

Notary Public

The Commonwealth of Virginia to the Sheriff of Bedford County
Greeting; we command ^{you} that you Summon William Goodson and
Rebecca his wife Executrix of Thomas Grantham dec'd
to appear before the Justices of our County court of Bedford at their
Courthouse of said County, on the first Monday in November next
then & there to answer a bill in Chancery against them
Exhibited by Robert T. Fulgham

and this they shall in no wise omit under the penalty of £100
— I have then there ^{also} this writ. Witness Nathaniel Young Clerk of our
said court ~~the~~ ^{the} 22nd day of August 1855 in the 30th year
of the Commonwealth

Nathl. Young

June 12. 1802.

Rec^d. of Mr. Robt. Fulgham
Two pounds six and 4/12 in
p^r. the within Note -

Jas. Chalmer

Rec^d. of Mr. R. T. Fulgham
Six pounds 2/9. (by the hands
of W. & Woodley) J

Grantham
to } Note
Chalmers }
due 1 ellay

Shd in ch^y 10th Aug^r.
1803 -

Principle -	£ 14.	10.	3
Ans 2 M ^{rs} -		2.	8
	14.	12.	11
Ch ^y & Woodley -	6.	2.	9
De Fulgham -	8.	10.	2
last paid -	2.	6.	4
	6.	2.	7 1/2

On or before the first day, of May next I
promise to pay James Chalmers on order the
just and full sum of Fourteen pounds Ten Shil-
lings and ³/₄ being for value rec^d Given
under my hand this 1st day of January 1803.

Teste

Thos Grantham

James B. Lanthall