

1920-046 Chancery Causes: Robert T. Fulgham vs Richard H. Coe

Isle of Wight County

Fulgham
R^o Hooke y^l Bill

legitimate use of force in that case made provided
combining & confederating himself to & with divers sundry
other persons whose names are as present unknown
to your Honor but whose names when discovered he
prays that he here in set to with apt words to charge
them that he made a partner here to how to injure
& oppress your Honor is a bout to enforce the pay-
ment of the said sum of money so adjudged against him

In utmost consideration whereof & for as much as
your Honor is here in the premises save in
a Court of Equity where matters of this sort are
properly cognizable & alone relievable to the end
there may it please your Honours to injoin the
judgment afore said that the said Richard Hooke
& his confederates when discovered may be made
pastor debts hereto that they be compelled on
the said confession corporal to full trans-

all matters herein before set out & as fully &
partially as if the same were here again
repeated & they there particularly interrogated
More especially that the said R. H. Hooker may
be set to say i. Whether the single Bill bearing date
as before set out was not executed for a Gaming
contribution. That your Honours will grant
to your Honor the brother Writ of Subpoena & In-
junction commanding the said Richard Hooke &
all others from any further or other proceeding in
the premises until the matters hereof can be
heard in Equity. That your Honours will
to your Honor the other & further relief
which seem most consistent with the principles of
Justice. May it please your Honor

Isle of Wight 10th day of August 1805
to the Hon. Court the 10th day of August 1805
Wm. Mungell

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to the full the bond of the Isle of Man
is in a very sitting

Recently complaining I have
unto your honour your orator Robert J. Guilham
that some time in the first of the year 1802
he happened in company with a certain Richard
H. Cocke that the said Cocke was exhibiting
a Table marked with the letters W. & S.
That your orator was induced to hazard bets
on the said Table, untill he became the
Debtor of the said Cocke, that on the 20th day of
Jan'y 1802 he executed to the said Cocke
a single ^{Bill} to secure the payment of the money
won of him amounting to Twelve pounds & other Shillings
by the said Cocke at that time & on that Game
that some time about the 10th day of Decr 1803
a suit was instituted by Cocke on the said
Bill against your orator & a verdict & judgment
was rendered in favour of Cocke for the sum of
£ 12. 14 — with interest &c. That your orator well
knowing the fact & believing that he should be
enabled to make it out before the Court & relied
on the statute passed by the Genl Assembly of
Vire^g declaring all contracts founded on Gaming
Contracts void. But on the introduction of this testi-
mony he found that although he could prove that money
had been won of him at that Game, he could
not establish that the contract whereon the action
was bottomed had been given for that Game
consideration. ^{which fact he was to bring the opposite} But now so it is that the
H. Cocke well knowing the premis, dis-
the situation of your orator & the Sta

Smithfield August 23^d 1806

Richard W. Cooke personally appeared before me and
made oath that the allegations contained in the within
answer are true.

Chas Deird

Cooke {
ads { answer -
Fulgham }

The answer of Richard W. Cooke to the bill of injunction exhibited against him in Isle of Wight court by Robert T. Girdleman.

This Respondent saving to himself all right of excepting to the various errors contained in the said bill, for answer thereto or to so much thereof as he is advised is material for him to, answer, says, it is true that he did obtain such a judgment against the Comptt upon a note in this court as is stated in his bill, but he denies that the note was given for a gaming consideration. On the contrary he says a great part of it was for cash lent at different times, and a part for tavern expenses. He believes that he the Comptt owes him more if justice could take place than the amount of the said note, for he furnished the Comptt with his account who after examining it and objecting to many of the tavern charges gave him note for the balance which he admitted to be due. It is true that the Comptt besides this is indebted to him upon a gaming score, but as he can't force the payment of such an account ^{by law} he expects to lose it. He prays that the injunction aforesaid may be dissolved and that he may be hence dismissed with his costs in this behalf expended.

Fulgham
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lij: bond

Know all men by these presents, that we Robert Tynes Fulgham
and Charles Fulgham are held and firmly bound unto Rich^d
H. Cooke in the just and full sum of
Current money of Virginia, to which payment
well and truly to be made, we bind ourselves our heirs executors
and Administrators, jointly and severally firmly by these presents
Sealed with our Seals and dated this 2^d day of Sep^r 1805

The condition of the above obligation is such that where
the said Rich^d H. Cooke has obtained a Judgment at
Common Law, against the said Rob^t: T. Fulgham in the
County Court of Albemarle for £
The said Fulgham has obtained an Injunction to stay
Execution of the said Judgment untill the hearing the matter
in equity, upon a bill for that purpose filed. If therefore the
said Fulgham shall satisfy and pay the said
Judgment at Law, and all Costs and Damages that shall
be awarded to the said Cooke in case the said
Injunction shall be dissolved, that then the above obligation to
be void, else to remain in full force and Virtue
Signed Sealed &
In presence of
Bridgethott
Robert T. Fulgham (Seal)
Charles Fulgham (Seal)