

These pleas, in the first place, aver, that the cause of action arose above twelve years before the institution of the suit; and

therein set forth; as to so much and such part of the said bill, which seeks a discovery or relief from this defendant relating to any parol contract, or agreement made or supposed to be made between Thomas Davis and Stephen Steward, in the said bill mentioned, for the said tract of land called Davis' Purchase, or any part thereof different or variant from the deed said to have been executed in the said bill, on or about the twenty-ninth day of November, seventeen hundred and fifty-six, by the said Thomas Davis to the said Stephen Steward; and as to so much of the said bill which seeks a discovery or relief from this defendant relating to any parol contract or agreement made or supposed to be made between the said Stephen Steward and this defendant for the said tract of land called Davis' Purchase, or any part thereof, different or variant from the deed or conveyance said to have been executed, (in the said bill,) on or about the fourteenth day of December, seventeen hundred and sixty-two, by the said Stephen Steward and Joshua Davis to this defendant: He, this defendant, doth plead, that by an Act of Parliament, made in the twenty-ninth year of the reign of his late Majesty King Charles the Second, entitled an Act for prevention of Frauds and Perjuries, it is, amongst other things, enacted; that, from and after the twenty-fourth day of June, sixteen hundred and seventy-seven, no action shall be brought, whereby to charge any person upon any contract of lands, tenements or hereditaments, or any interest in or concerning them, unless the agreement, upon which such action shall be brought, or some memorandum or note thereof, shall be in writing and signed by the party to be charged therewith or some other person thereunto by him lawfully authorized; as by the said Act may appear; and this defendant avers, that neither the said Thomas Davis, nor any person by him lawfully authorized, did ever make or sign any contract or agreement in writing for the sale or conveyance of the said tract of land called Davis' Purchase, or any part thereof, to the said Stephen Steward to any such effect, as by the said bill is suggested, or any memorandum or note in writing of any agreement whatsoever for or concerning the said premises, or any part thereof; other than or different from the said deed, alleged in the said bill to have been made by the said Thomas Davis to the said Stephen Steward; and this defendant also avers, that neither he, the said defendant, nor any person by him lawfully authorized, did ever make or sign any contract or agreement in writing with the said Stephen Steward respecting the said tract of land called Davis' Purchase, or any part thereof, or any memorandum or note in writing of any agreement whatever, for or concerning the said premises, or any part or parcel thereof; and, therefore, this defendant doth plead the said Act of Parliament, and the matters aforesaid in bar to so much of the said bill as seeks to compel the defendant to execute any deed or conveyance to the complainant of the aforesaid premises, or any of them, or of any part or parcel thereof pursuant to the said pretended agreements or either of them; and as to any relief thereby prayed touching the said agreements or either of them; and humbly prays the judgment of this Honorable Court whether he shall be compelled to make any further or other answer to so much and such parts of the said bill as are hereinbefore and hereby pleaded unto as aforesaid.

And this defendant for further plea unto the said bill saith, that if the complainant, or any of those from under whom he claims, ever had any cause of suit for or concerning any of the matters, transactions, or things