

paying for and Lynet and maintaining the said John Ocan and
 the said not maintaining the said Ocan according to the condition
 they had forfeited their interest in that moiety also and so
 they claimed all but Jericho which Gild Richard claimed by his
 Deed to him and his heirs and they had the said to eject the
 said from the plantation he had improved, who as the said had well
 maintained him whilst he stayed with them and would still have
 maintained him and had paid them three hundred pounds of Tobacco
 for his board and would pay what in right was due or fit to be
 paid for diet and board and they used all means to deprive
 the said of said purchase and Jericho aforesaid and that it
 was well known both to John Ocan and Richard that the said
 Ocan had an equitable right to the said 700 acres after the death
 of Ocan and that the said Ocan had had the said in his
 -land of the said 700 acres he had devised himself the said
 first of the moiety by the Deed of Gift or Memorandum before marriage
 between the said and of the other moiety and of Jericho by the last
 Deed being made upon a distinct consideration and all of them of
 sufficient value and real value and the estate thereby created were
 distinct and diverse and that the said Ocan at the time of the making
 the Deed to Gild Richard had no right or legal title to make the
 same to Richard nor ought the said to be defeated thereof therefore
 and for that the said writings were not recorded and enrolled
 according to Law of this province they were void but in equity
 where purchase for a valuable consideration and coming and
 claiming upon such real and unfeigned principles as the said do
 have been usually observed against such fraudulent practices as
 the said were they being both privy to the said right and title to the
 said before the Deed made to Richard and have therein found
 cause to supply the defect in not having performed or pursued the
 strict or formal Rules of the Common Law in the Engraving of their
 conveyances though never so perfect - May not only be but if there
 been but an imputation or bare promise to convey today the consideration
 appeared valuable and paid donee formed it has become usual where
 the Justice of the said Courts by their Decree to enforce a performance
 thereof and execution of such conveyances yet against an Infant
 therefore they prayed a discovery of the trial of the said promise
 whether the writing and Memorandum was not made to the said upon
 the consideration aforesaid and if the said Ocan did not promise
 to confirm the same by good Deed then after to be decreed and
 whether the said John Ocan did not promise to pay Braynes Debt
 and whether he did not also promise to take out the Patent for
 Land purchase in the name of Braynes and Ocan his wife and why
 he did it not and whether he did not agree to convey the one
 Thousand acres called Blue Plains to Braynes and his wife and if
 upon that consideration Braynes did not pass his bill for the 20000
 of Tobacco to be paid to the said Susanna and kept her at school
 and for how long time and if the said Braynes did not send in any
 consign to the said Ocan and Braynes wife several Negroes
 and Goods and to what value the Goods amounted to and whether
 the said Braynes did not order the said Ocan to pay his just Debt
 by him owing here and if he paid the same or any part of them