

solely proved the said will and Exhibitted an Inventory of the personall estate w:<sup>ch</sup> amounted to Eight hundred pounds of Tobacco and this Defendant was allwayes ready and willing to satisfie and pay all the Just debts of the said deēd soe farr as the same personall estate would amount unto, but he said that the said personall Estate would not satisfie all the said Comp<sup>lts</sup> Debts and the Defendants Debt alsoe, for he saith he paid for funerall Charges Eight hundred pounds of tobacco for Letters Testamentary six hundred pounds of tobacco, for the Charges of the Executorshipp and passing his accompt one thousand pounds of tobacco, and a Debt due to George Barber gent and paid by the defendant p bill foure hundred pounds of tobacco, which with the said p<sup>lts</sup> debts and this Defend.<sup>t</sup> Robert Proctors Debt in the bill men<sup>o</sup>ned amounts in the whole to the sume of fourteene thousand eight hundred and five pounds of tobacco, and the Defend<sup>t</sup> sayed hee did know it to be true that the said Joseph Moorely did really intend by his said will to have given the said Land to this Defendant and the said John Gater and their heyres for ever in an absolute estate of Inheritance in fee simple and did declare himselfe by word of mouth to the same purpose, But the ignorance of the Clarke that drew the said will the words [and their heyres for ever] were left out and omitted and that this Defendant and the said John Gater were advised by their Councell that as the said will was penned they were but Tennants for life of and in the premisses for want of the words [and their heyres for ever] for in equity otherwise in trust for the paym.<sup>t</sup> of the said Moorelys Debts and that in strictness of Lawe after their decease the Lands would descend to the next heyre att Lawe or for want of such heyre the same would escheatt to his Lord<sup>shipp</sup>, whereupon this defendant and the said John Gater being assured that the said Joseph Moorely dyed leaveing no heyres and soe the interest of the premisses would escheat to his Lord<sup>shipp</sup> after their decease, The said Defendant did apply himselfe to his Lord<sup>shipp</sup> by his humble petico<sup>n</sup> that his Lord<sup>shipp</sup> would be pleased to grant yo.<sup>r</sup> petico<sup>n</sup> and the said John Gater a Pattent of Confirma<sup>o</sup>n of and for the said Lands the better to enable them to performe the said trust and pay the said Testators debts, And thereupon his said Lo<sup>rdshipp</sup> upon reading of the said petico<sup>n</sup> and Will of the said Joseph Moorely was very well satisfied in the intencon of the said Joseph Moorely to give the said Lands absolutely to the said Defendant and the said John Gater for the paym.<sup>t</sup> of his debts and declared that his Lord<sup>shipp</sup> was willing to grant to them what right or title should devolve upon his Lord<sup>shipp</sup> for want of heyres of the said Joseph Moorely but sayed the securest way was for the Credito<sup>rs</sup> to Exhibitt their bill in equity and to have the said Lands decreed to them and their heyres for ever, and the said defendant sayed soe as the Land and premisses might be absolutely Decreed to this Defendant and the said Jn:<sup>o</sup> Gater and their heyres for ever