

20

Lester Huggins, Jarner & Benjamin Barker

Duncan
 Weymouth and
 Thomas Jarman
 the
 Leche Burgess
 Haller
 De la Roche
 James Ward
 the other will call
 at your place to
 see me early till
 August Week
 the department
 Michaelmas 1868

State of North Carolina
Onslow County } In Equity.

To Alice Loomis Greeting

Now certain causes offered before us in our Court
of Equity —
Upon the said Alice Loomis are hereby
commanded, personally to be and appear before our
Court of Equity to be holden for the county of Onslow
at the Courthouse in said County on the third Monday
of September next, then & there to answer upon oath
what shall be alleged against you & Luke Haggins
James Parker & Benjamin Parker, in and by the bill
of Complaint of Berry, John & Thomas Farmer —
And herein fail not under the penalty of one
hundred pounds. —

Witness William Tillinghast Clerk & Master
in Equity in & for the said Court this 3^d Monday
of March 1818. & in the XXXXII year of our
Independence

W. Tillinghast C. M. & C.

Issued Aug 20th 1818.

^{alias}
Tubbpoenda to
Alice Loomis.

in Sub.

Berry, A. & Thos. Asman

Luke Huggins &
others—

Executed by serving a
Copy Heriot with an
official copy of the bill
on the Dep. Alice

Delivered a copy on
26th August

J. C. Oliver shff

To the Honorable the Judge of the Superior Court
of Law and Equity for the County of Orleans

Humbly complaining shew to your honor your
Orator, Berry Asa and Thomas Jarman children
and heir at law of Thomas Jarman Decd, that your
Orator said father on the 8th day of April 1799 sold or
mortgaged ~~to~~ for the sum of fifty Dollars to one
William Shaw a tract of land ^{situated} in the County aforesaid
on the East side of the North west of New River and
on the North side of the half Moon Swamp and
North side of the Batchelors delight Swamp join-
ing Dr Loomis' land, John Humphreys the half
moon run, the land that was Wasleys Edwards
the great meadow on the desert, Baileys, Parkers,
Gott's & Catholics lands containing by estimation
four hundred and fifty acres more or less, that
some time thereafter to wit, on the day of
in the years 1798 or 1799 your Orator
said Father repurchased or redeemed the
tract of land aforesaid from the said Wil-
liam Shaw for the sum of fifty dollars to
have the said William Shaw in hand by the
said Thomas Jarman actually paid and there-
upon the said William Shaw came to an a-
greement with the said Thomas Jarman that he
the said William Shaw would and should
in a short time thereafter attend at the dwelling
house of your Orator father and make a good
and sufficient deed of Conveyance in fee simple
of the tract of land aforesaid to your Orator the
sons of the said Thomas Jarman. And your Or-
ator further shew that in about two months

after such agreement your Orators father did leave-
ing your Orators infants of very tender years, the
said Shaw having neglected or failed to convey the
lands to your Orators as he was bound to do, And
your Orators further shew that afterwards on the 5th
of May A.D. 1880 the said William Shaw con-
veyed by deed the tract of land aforesaid to
one Nathaniel Loomis, and the said Loomis
afterwards conveyed without warranty ^{the said} a tract
of land to Lake Huggins of the County of Orleans
aforesaid and the said Lake Huggins has
since conveyed parts or portions of the said tract
of land to a certain James Parker & Benjamin
Parker of the residue of the said tract the said
Lake Huggins retains to himself. And your
Orators do charge and aver and have it in their
power to prove that the several purchases of the
aforesaid Loomis, Huggins and Parker were
made with a full knowledge and under a
complete notice of the agreement herein before
set forth as made between your Orators father
and William Shaw aforesaid, Your Orators
further shew that the said Shaw, shortly after
executing his said deed to Loomis left this
State in so that the said Loomis is dead &
his heirs are in foreign parts. Your Orators are
still some of them under age and from their help-
less and needy circumstances have not until
now had it in their power to prosecute their
their just claim. And your Orators have
applied to the said Huggins & Parker

and requested them according to their several interests
to convey the tract of land aforesaid to your Orators
or to pay to your Orators the full value thereof. And
your Orators have also applied to Abiel Loomis
the Administrator of the said Nathaniel Loomis
and to pay your Orators the real value of the
tract of land aforesaid for which your Orators did
not in the least doubt but the said parties
would have done, but now so it is may it
please your Honors that the said Huggins
& Parkers and the Administrator of Nathaniel
Loomis, confining and conspiring to and
with divers other persons at present unknown to
your Orators, whose names when discovered your
Orators pray may be herein inserted, and they made
several hints, with apt words to charge them, en-
deavouring to wrong and injure your Orators in the
premises, they the said Huggins Parkers & the ad-
ministrator of Nathaniel Loomis refused to perform
the said agreement or to pay your Orators the value
of said land or to do a proper due thing to your
Orators or to permit your Orators to take possession
of the tract of land aforesaid. In tender consideration
whereof and forasmuch as your Orators are pre-
judged in the premises by the strict rules of
the common Law & cannot compel a specific
performance of the said agreement but by the
aid of this Court where matters of this nature
are properly Cognizable & set forth - It
the End Therefore that the said Subl

Huggins, James Parker & Benjamin Parker
& Elsey Loomis Administrators as aforesaid
and their Confederates when discovered may
upon their Corporal oaths true and correct
answer make to all and singular the matters
aforesaid & that as fully and particularly as if
the same were here again repeated & extorted
and more particularly that they may directly
set forth and discover whether the said William
Haw did not enter into such agreement as
before is mentioned or any other of what
agreement with your Orators father whether
they do not know and where Nathaniel Loomis
aforesaid had knowledge of such agreement at
the time of his purchase aforesaid, whether the
said L. Mr. Huggins had not knowledge of
such agreement at the time of his purchase
from the said Loomis and whether the said
James & Benjamin Parker had not also
notice of such agreement of your Orators
claim at the time of their purchases from the
said Huggins respectively, And whether your
Orators have not requested the said Huggins
& Parker to execute the said conveyance
and specifically to perform the said agreement
or that they and the said Elsey should pay
your Orators the value of the lands aforesaid,
and whether they have not refused so to do &
why, And that the said Huggins & Parker
may be compelled to a specific performance

of the said agreement, and may execute
a proper deed of the said tract of land to
your Creditors or that they together with the
administrators aforesaid may therein fully
indemnify your Creditors according to the true
intent and meaning of the said agreement
And that your Creditors may have such
other & further relief in the premises as to
your Honor shall seem meet. May
it please your Honor to grant unto your Cr-
editors writs of Subpoena to be directed to
the said Luke Huggins, James Parker
& Benjamin Parker & Elsey Loomis
Commanding them on the 3^d Monday in
March next personally to be and appear be-
fore your Honor in this Court then and
there to answer the premises & to stand to
and abide such order & decree therein as
to your Honor shall seem agreeable to
Equity and good Conscience - And
your Creditors as in duty bound shall ever
pray - January 27th 1818

Edward Graham
Solicitor for Counsel