

= Lillard, vs. Robinson, in the circuit co. of Court.

The answer of P. K. Gann, to a bill of complaint exhibited, against him and others, in the circuit court of Brownville.

This respondent being called for and says - That he held the bonds against W. W. Robinson, as stated. That suit was instituted, by Geo. M. Moody, in the on said bonds against Robinson & your respondent. The opinion, and judgment obtained - which was signed by this respondent, made execution -

The next afternoon, Robinson executed the bond of \$665.75 to this respondent, bearing the date with interest and costs, which he had been compelled to pay for Robinson - in the suit of Moody above as part of this ~~suit~~ - The original ~~copy~~ ^{recd} file in the suit of ~~is~~ alluded to - a copy of the receipt - marked (2). is her filed

Your respondent avers that there were any errors in the costs, or calculation of interest or that he was promised, to reform the supposed errors, in that settlement. It is false, that Robinson ever informed him before he signed over the bond of \$665.75 of any errors or mistakes - on the contrary he promised repeatedly to pay it. and these complaints, are in the opinion of this respondent, mere shifts, to postpone the payment of a just demand.

If the plaintiff made any payment to Geo. M. Moody, prior to Moody's judgment, he should have pursued it at the trial - & can not now look to this respondent, or offset such payment against a bond executed by Robinson to this respondent, in satisfaction of money which he had been forced, under execution the ~~Robinson~~ - to pay for him - he must look to Moody - if he has paid him, money, that is not counted, and not to this bond - Moody