

1857, your complaint-pair is in post of said bond  
the sum of \$303- which is in word there - that the  
said bond was transferred to one <sup>James McElroy</sup>~~James J. Gorner~~ by the  
said P. N. Gorner, and by him assigned to <sup>Thos. J. Gorner, and by him</sup>~~James J. Gorner~~ B. D. Lillie  
on the 18<sup>th</sup> March 1858, as appear by endorments on  
said bond, a copy of which is herewith filed - that the  
said B. D. Lillie instituted suit on said bond against  
your complaint, in the name of P. N. Gorner for the  
benefit of B. D. Lillie, in the County of Greenville  
and at the clfr: Term of the Circuit Court of said  
County, in the year 1858, obtained judgment against  
your complaint for the sum of \$665.81 and other  
costs of the suit; entirely omitting the due and executed  
on the bond as above stated - <sup>which were apparently a copy of said</sup>  
~~Your complaint further states that the said bond was executed in a larger amount than the sum of \$250~~ all of which  
will appear from a copy of said judgment herewith  
filed as part of this bill. Your complaint further  
states, that the said last named bond upon which the  
judgment was obtained as above stated against him,  
was executed to the said P. N. Gorner in payment of the  
balance found due him in the settlement of the three  
bonds as above stated - that in said settlement no ac-  
count was taken of the payment of the sum of \$250  
made to the said Gorner as above stated on the 23<sup>rd</sup> March  
1855; but by accident or oversight the said payment  
was omitted, and your complaint not executed for the  
amt, and consequently the said bond was executed in a  
larger amount than to justly owe the said Gorner, by  
the said sum of \$250 - and the said judgment was granted  
for more than was justly due by the same amount  
Your complaint further states that the said balance  
found due on the settlement as above stated, in the said  
bond executed therefore, as above mentioned are erroneous  
in other respects - that they include the cost of the  
suits brought by the said Gorner against the said Gorner

amounting to the sum of \$27.81, and the large am-  
ount of interest, by erroneous calculation, of each of  
which mistakes and errors, your complaint informed  
the said Gorner before he signed the said bond, and he  
promised to correct them - that your complaint has  
been at all times ready and is now, to pay the balance  
justly due on said bond - and that the said judgment  
above stated, being contrary to justice and equity, ought  
not to be enforced against him -  
In consideration of the facts before stated your com-  
plaint prays that P. N. Gorner, <sup>James, et al., Gorner</sup>  
<sup>Thos. J. Gorner</sup> ~~James J. Gorner~~ B. D. Lillie be made defendants to this bill,  
that they answer the same, that the usual order of pub-  
lication be made against the said P. N. Gorner and the <sup>James, et al., Gorner</sup>  
<sup>Thos. J. Gorner</sup> ~~James J. Gorner~~ B. D. Lillie, who are nonresidents of this State  
and that your Honor will grant an injunction restraining  
the said judgment, and such other and general relief  
as justice and equity may demand - and to make as our  
duty bind a prosser.

M. S. Foster  
atty &c

Greenville County to wit -

This day personally appears before me a  
justice of the peace of the County aforesaid, William  
W. Robinson who made oath that the facts stated  
in the above bill are true to the best of his knowl-  
edge and belief - Gives notice my law that it is  
of <sup>the</sup> ~~Reverend~~ in the year 1858

A. C. Phelps (S. P.)