

the accounts, upon which the settlement is alleged to have been founded, is so essentially altered, that instead of showing a balance due from the complainant to the company of \$5302 55, there seems to be due from the latter to the former, the sum of \$3274 34.

It appeared also, that, upon the application of the complainant for the benefit of the insolvent laws in 1843, Messrs. Mayer and Burnap, the trustees named in the conventional deed of 1840, were appointed and qualified as his permanent trustees; and it also appeared, and was so charged, that, prior to the filing of the bill in this case, the complainant filed his bill against the said parties as his permanent trustees, alleging that all his debts were paid, and praying that his said trustees, might be directed to release and reconvey to him all the property vested in them, by deed or operation of law, and his application for the benefit of the insolvent laws, except such parts of said property as may have been conveyed or transferred by said trustees in the execution of their office. And the Chancellor, on the 11th of December, 1845, passed his decree, by which, the said Mayer and Burnap, as permanent trustees, were directed to convey to the complainant, all the property of every description, which had not been disposed of or otherwise affected by said trustees, in the performance of their duty as trustees under said insolvent laws.

The answer of the company denied, in very explicit terms, the various charges of fraud and imposition alleged in the bill, and gave a full detail and vindication of the several items in the accounts which had been assailed; giving the detail and explanation, however, under a protest that it was not necessary for the purposes of the defence, and only because the answer, if such explanations were omitted, might, in that respect, be deemed short—the ground taken in the answer, being, “that the agreement was not based on any audit or statement of accounts, between the complainant and respondent, or, in any asserted ascertainment of claims against the complainant; it being intended to be, and being in fact, a compromise of all disputes as appears upon the face of the agreement.