

witnesses might be produced to prove, can now possibly be established, when those facts are supposed to have taken place, at least fourteen years before the filing of the original bill. The truth is, that the complainant has produced nothing to be called proof, to establish the material allegations of the bill; although there are certainly circumstances to induce a suspicion of their truth. But however positive these allegations may be, those circumstances cannot be considered sufficient to set aside a bond passed in the year 1756, fourteen years before the date of the cause, on a settlement of accounts, after an investigation of several days between two men versed in business, neither of whom at the time, appear to have reposed any real confidence in the other. The chancellor then is clearly of opinion, that the complainant has shown no title to relief, as the executor of *Garrett*, on the ground of fraud and imposition, and if the complainant might still be permitted to surcharge and falsify the account on which it is supposed the bond was given, this could not be done without amending the bill, and pointing out the particulars; but to do this he has not thought proper to ask leave. With respect to the third object of the bill, the chancellor cannot think that the complainant, as administrator *de bonis non* of *Peter Dicks*, has established facts to entitle him to relief; although it is not improbable, that had *Dicks*, or his representative, brought suit sometime during the 16 or 17 years, which elapsed between the time when it is supposed he was injured by the arbitrary conduct of *Garrett* himself and *Giles*, and the date of *Garrett's* suit, he might have recovered something, either at law or in equity. On a most laborious and anxious investigation of this cause, the chancellor could not otherwise than feel a degree of distress and embarrassment. By the last act of the defendants' solicitor, he is enabled to do that, which probably arbitrators would have done thirty years ago, or at least do as much in the complainant's favour, as such arbitrators would have done. "It is agreed, that to facilitate the settlement of the cause, the defendants will release all benefit of the bond passed by *Garrett* to *Giles*;" and it is impossible, the chancellor conceives, that, at this time, on the proceedings in this cause, any tribunal whatever would decree more in the complainant's favour than by relieving him against that bond. Let the re-

1810.

Gover
vs
Hall