

articles of the 13th of November 1753, afford no evidence of it, and it does not appear that *Garrett* was thereby injured. The allegation that *Nathaniel* and *John Giles* were taken into the partnership without any consideration, and with a view to overbear *Garrett*, is not supported. On the contrary, the articles refer to an annexed list of stock stated to have been put in by each of the parties, and contain an express stipulation that *Nathaniel Giles*, who was an infant, should have no vote in the affairs of the company until he arrived at age.

The charge that *David Caldwell* was the tool of *Giles*, and that *Giles*, in the year 1754, fell upon the expedient of appointing him manager at the works, for the purpose of ruining *Garrett*, is equally unsupported.

By the articles of the 12th of June 1753, it was stipulated that *Giles* should be at liberty to employ another book-keeper at the end of the year, and by the articles of the 13th of November 1753, it was provided that a new clerk should be appointed on the 1st of January 1754.

These two agreements were entered into by *Garrett* with his eyes open, and the first of them at a time when no fraud is pretended to have been practised upon him. The appointment, therefore, of *Caldwell* as manager, who, it is in proof, was a man of unblemished character, will not bear the construction which is attempted to be given it. He was moreover, from the time of his appointment, on the most friendly and confidential terms with *Garrett*, as appears from their numerous letters of correspondence; and with respect to *Garrett's* mission to *England*, it appears to have been connected with their general scheme of trade; and the bill does not even state that there were any foul dealings in his absence.

The allegations in the bill that *Garrett*, on his return from *England*, wished to know the state of the works, but was put off with some trifling excuse, and that every transaction during his absence was concealed—that when he proposed to go to the works to examine the books, *Giles* alarmed him with fears that he would be arrested and imprisoned—that *Giles* peremptorily insisted on taking his son *Jacob Giles*, and son-in-law *Nathaniel Rigby*, into the partnership, and on his refusal took possession of some of the books, and ordered *Caldwell* to lock up the rest—that when he inquired of *Giles* to know the profits of the works

1810.



Gover
vs
Hall