

surcharge or falsification must be clearly demonstrated and proved before it can be allowed.

In this case there are but three specifications. The bill states that *Garrett* was charged in the settlement with £313 11 1½, as his proportion of desperate debts, which *Giles* has since collected or received satisfaction for; that he was charged with £129 10 1½ as his proportion of the *Talphahaken* balance—whereas there was no such balance—and with £150 as his proportion of a debt on account of the *Talphahaken* works due *Price & Brenner*, which he had before settled and paid.

These items are contained in certain general charges in the account on which the settlement was made, but are not falsified by any evidence in the cause; besides, they are more than covered by the relief decreed by the chancellor against the bond on which an injunction has been granted by consent of counsel.

The bond to correct errors makes no difference—it only contains what the law provides without it—and unless errors are clearly designated and proven, the settlement must stand; and from a strict examination of all the proofs in the cause, it does not appear that there were any errors or mistakes in the settlement, or that *Garrett* was in any manner injured.

With respect to *Dicks*, it appears that he was left out of the copartnership of the 12th of June 1753—that on the same day an account was opened against him, in which he was charged with his proportion of the £1000, advanced by *Giles, Hall & Garrett*, with interest thereon.

On the 4th of August 1754, he made considerable payments in money on that account, and passed his note for the balance to *Giles* and *Garrett*, which was carried as a debit into his general account on their books. That on the 5th of November, 1754, he was credited by the amount of that note paid to the order of *Garrett*, and his account closed. From which time his name does not appear on the books. He died in the year 1760, and never claimed any interest in the partnership after the 12th of June 1753, and there is no evidence that he considered himself, or was considered by others, as a partner. After which acquiescence and lapse of time, connected with the circumstance of his paying off his proportion of the £1000 advanced by *Giles, Hall* and *Garrett*, a year before it became due, and

1810.

Govee
vs
Hall