

period, shall likewise be brought in, upon the ground, as stated in the petition filed on the 29th of January last, that the complainant, "though he has been permitted, from time to time, to examine those books, has been subjected to many annoyances which tend much to thwart his purposes and delay the cause;" and that with respect to the books, kept at the factory, he has been prevented from making any examination whatever.

The order of September last, reserves to the complainant liberty to apply for further orders, in respect of the books opened since 1842, if he shall be deterred or impeded in the exercise of his privilege of examination, or if from other causes such application shall be deemed necessary by him. And in virtue of the liberty so reserved, the present application is made. The defendant resists it upon several grounds, and among others, upon the ground that the complainant "has not specified in his petition, the books and papers he wants; nor the evidence that he expects to prove by them."

The petition of the complainant, after complaining that owing to his exclusion from the rights which pertain to him as a stockholder, he is unable to designate the books which it is necessary for him to inspect, states, "He can only say, that if kept with any regard to good faith and accuracy, they must contain evidence pertinent to the issue in this cause." And this makes it necessary to inquire, whether under the law and practice of this Court, in reference to this subject, a sufficient foundation has been laid for an order to compel the defendant to bring in the books?

I do not deem it necessary to enter into an examination of the complainant's right, as a corporator, to inspect the books of the corporation; nor into the rights of partners, with regard to the partnership books, because the complainant and defendant are not partners; nor is he here in his capacity as a corporator, asking for a discovery of the general transactions of the corporation. This suit is brought for no such purpose, its object being to set aside a particular settlement made between the parties, and for leave to surcharge and falsify the accounts