

for the Court otherwise takes it as a stated account, and establishes it. But if the party can show an omission for which there ought to be credit, it will be added, (which is a surcharge,) or if a wrong charge is inserted, it will be deducted (which is a falsification.) This, however, must be done by proof on his side. 2 *Daniel's Ch. Pr.*, 764, 765.

The proof in the cause is almost entirely documentary, and I can see nothing in it which leads to the conclusion, either that there was error or mistake, either in the accounts referred to in the agreement of dissolution of 1st of January, 1839, or in that agreement itself. The agreement refers to the leger, and the folio in the leger, in which the accounts of the parties were kept, and there is nothing to show, or from which it can be inferred that the plaintiff, Mr. Lilly, had not full and free access to the books at all times, a right which belongs to him as partner equally with the defendant. *Collyer on Partnership*, sec. 220. Nay, the agreement of dissolution itself shows the amounts which stood to the debit and credit of the respective parties, and the books which have been produced prove the averments so stated to be correct. There is, therefore, manifestly no error or mistake in this respect, and with regard to the sums which were to be paid for interest on the capital put in by the parties, the amount of these sums is also distinctly stated upon the face of the contract of dissolution, and if, therefore, this was a disadvantageous arrangement for the complainant, he cannot ask to be released from it upon the ground of error or mistake.

Neither is there error shown, either in the actual surplus appearing by the inventory, No. 6, which was \$20,676 56, nor in the estimated surplus, which the parties assumed would be about \$20,000. The first is shown to be correct by the inventory itself, and the estimate appears to have been made by the parties upon the *data* before them. Every facility seems to have been afforded to ascertain the true condition of the concern. An inventory of the merchandise on hand, with the actual cost thereof,—a list of the debts due the partnership, with the names and the amounts due from the several debtors,