

answer also states, that from the date of the settlement in February, 1842, up to the service of the subpoena upon the defendant in this case, which was subsequent to the maturity of the note, the alleged errors had not been ascertained nor notified to him, and that on that account there is no ground for disturbing the settlement.

It is also objected that the remedy of the complainant upon the note given upon the settlement is ample and complete at law, and, therefore, this court should not interfere.

Some evidence has been offered, but I do not deem it necessary or proper at this time to express any opinion in regard to it.

The counsel in their arguments, differ essentially, not only with reference to the principles upon which the settlement was to be made, but there is a material discrepancy in the result to which they arrive, assuming the principles of the adjustment set up in the answer to be those upon which the parties agreed.

The paper marked, exhibit B., filed with the bill, is admitted to be a true copy of the settlement made on the 27th of February, 1842, for the balance appearing due by which the note of the defendant was given, and this sum he insists in his answer is the amount really due from him upon the principles of the compromise agreed upon by the parties. The plaintiff, on the other hand, contends that even assuming the defendant to be right in regard to the terms of the compromise, still the amount appearing by the settlement to be due is too small, and that, therefore, in any view of the case, there is error and mistake which a court of equity ought to correct.

Statements and calculations are submitted by the counsel on both sides, with widely different results, and as it is impossible that the Chancellor can undertake to reconcile these statements or determine which is right, there appears to be no alternative but to send the case to the proper officer of the court for an account.

In the argument of the counsel for the defendant, it is stated that after the bill in this case was filed, the note given by him upon the settlement was withdrawn, and an action at law insti-