

about errors or overcharges, which he might well suppose would result in the detection of the error, and thus frustrate the meditated fraud, but diverting attention from them, have made his offer in such terms as would not cause an investigation. Indeed, upon the supposition that he, the defendant, supposed the plaintiff would not be willing to give up more than \$219 45, he had better, at once, have paid the whole balance appearing to be due by the account, than start objections which were most likely to lead to the discovery of the error.

It is said, however, that this letter of the 13th of December, from Patterson to the plaintiff, is indicative of unfairness, because it presses for an immediate reply. That this eagerness is suspicious, and the motive for it is supposed to be bad. But it must be borne in mind the letter was not written until more than two months had elapsed from the receipt of the accounts by him, which fact is not easily reconcilable with a disposition to perpetrate a fraud, as he might well suppose that within that time the error would be discovered. If, however, any inference unfavorable to the defendant may be drawn from the fact that he asked for an immediate reply to his letter, to what are we to attribute the unusual promptitude with which his offer was acceded to by the complainant? Patterson's letter making the offer was written in Baltimore on the 13th of the month, and on the 14th, the very next day, the plaintiff replied from New York, accepting the offer. There was, then, quite as much anxiety manifested on the one side as on the other, and I think that neither can, upon this ground, be suspected of a disposition to take advantage of the other.

Without proceeding further, or considering how far the complainant may be affected by, or be subject to, the charge of negligence in not discovering the mistake at an earlier period, especially when his account had been called in question, I shall pass an order dissolving the injunction upon the ground that the equity of the bill, so far as relates to the injunction, is sworn away by the answer.

W. PINKNEY WHYTE, for Complainant.

CHARLES F. MAYER, for Defendant.