wrongly entered in matters of form,[19] and so in Anders v. Devries, 26 Md. 222, where a judgment by confession having been entered without interest up to the date of the judgment, as required by Art. 29, sec. 15 [20] of the Code, it seems to have been considered that the Court might have amended it; at all events, as the defendant was not injured the Court of Appeals would not reverse it. But error in law in entering the judgment is not amendable.[21] See Cushwa v. Cushwa, 9 Gill, 242, where a judgment in ejectment was entered for the term and damages against the defendant as for want of a plea, but the Court of Appeals held that the plaintiff could not have judgment by *nil dicit* without releasing damages, and then only against the casual ejector, and the judgment could not stand for want of a verdict. In Short v. Coffin, 5 Burr. 2730, a judgment against an executor *de bonis propriis* was amended by making it *de bonis testatoris si,* &c. after argument in error in the Exchequer Chamber, and in Kent v. Lyles, 7 G. & J. 73, the Court of Appeals saying that a judgment rendered against an administrator, instead of being absolute, should have been *de bonis testatoris,* &c. amended it *sua sponte,* to save delay. And amendments have been permitted where judgment was entered upon a demurrer as upon a nonsuit; where the sum total for damages and costs was miscast, see Whetcroft, Admr. v. Dorsey, 1 H. & J. 164; where judgment on verdict was entered different from the *postea;* where the judgment in ejectment omitted *quod recuperet terminum;* where *eat sine die* was omitted, and where the whole judgment was omitted, Pool v. Longueville, 2 Wms. Saund. 286; Com. Dig. Amendment, R. So in this State in the case of Duvall v. Wells above cited, which was an action of replevin and referred, the award was filed that the plaintiff should pay the defendant a sum of money, and judgment was entered that the defendant recover against the plaintiff the sum of, &c. Error was brought and the defendant suggested diminution because the Clerk had not entered the judgment in proper form for a return of the property, &c. whereupon the amendment was made and the judgment affirmed. In Fisher v. the State, 1 H. & J. 416, a writ of diminution was granted to correct a judgment entered in an action of debt on bond for the sum awarded, instead of being entered for the penalty of the bond to be released on payment of the sum awarded. In Kierstead v. Rogers *supra,* in an inquisition, *about ten dollars costs* were found. The Court of Appeals held that the costs were nominal costs, that the error was formal, and it was amended at once, and the judgment affirmed; and see Act 1809, ch. 153;[22] Roby v. Turner, 8 G. & J. 132; Charlotte Hall School v. Greenwell, 4 G. & J. 407.

Amendments of writs of execution.—In the case of Raworth v. Villiers, Comb. 433, Lord Holt doubted whether writs of execution are within the statutes of amendment, and in Johnson v. Naylor, 12 Mod. 247, the Court refused to amend a writ of execution, bearing *teste* in vacation, the rule appearing from S. C. Juxon *et ux.* v. Naylor, Comyn, 60, (where a *fi. fa.* bore a

[19] See Ecker v. First Bank, 62 Md. 519. Cf. Bond v. Citizens Bank, 65 Md. 498; Waters v. Engle, 53 Md. 179. See also end note to 11 Hen. 4, c. 3.

[20] Code 1911, Art. 26, sec. 16.

[21] Cf. Archer v. State, 74 Md. 410.

[22] See Code 1911, Art. 75, sec. 35.