

liable to be so applied, or that Kyd had obtained a prior assignment or lien upon it, and that Manhardt compromised matters with them in order to enable him, without further delay, to obtain some satisfaction by means of the attachment laid in the hands of Chase. It is true, that equity will in some cases relieve a party from the consequences of a fraud, which has been practised upon a third person. As, if the fraud practised upon Manhardt alone had by any consequence or recoil injuriously rested upon the interests of Chase, he might have asked and obtained relief from this Court. *Clifford v. Brooke*, 13 Ves. 132; *Chesterfield v. Janssen*, 2 Ves. 156; *Garretson v. Cole*, 1 H. & J. 374. But in this case, the squib aimed at Manhardt did not reach, or at all affect Chase; he, therefore, can have no cause of complaint whatever upon that ground.

In fine I am perfectly satisfied, that Manhardt's judgment against Bryden cannot now be impeached in any way; that in obtaining the verdict in the attachment case, Chase was not taken by surprise; and, that there has been no fraud practised upon him. But that there was a mistake in the judgment of condemnation obtained against him is absolutely certain. Indeed it is admitted, that to some extent a mistake had been made, which it was agreed should be corrected. The nature and extent of that mistake is now perfectly ascertained in the manner and upon the principles I have explained. Chase was accidentally and erroneously represented as being indebted to Bryden to the full amount of Manhardt's judgment against Bryden, when in truth the fact was not so. This mistake must, therefore, be now corrected as was agreed. The staying of proceedings at law, upon the ground that judgment had been by mistake obtained for more than was really due, is quite a common case,—one which is often presented to this Court. In such cases the verdict is never disturbed; or a new trial ordered.

Charging Chase with interest from the 17th of January, 1813, when the debt became due, to the 13th of October, 1817, when the judgment of condemnation was rendered, it appears that the * whole amount then due from him to Bryden was \$7,706, **351** and no more, leaving an excess of \$1,620.62. For the one amount the judgment will be suffered to stand;—for the other, all further proceedings will be perpetually enjoined.

The bill prays, that the papers stipulated for by the contract of the 26th of March, 1812, may be now delivered to the complainant.

They have been brought in as exhibits referred to in the answer of the defendant David Hoffman; no objection has been made to their sufficiency; I shall, therefore, order them to be delivered accordingly. The defendants Purviance and Hoffman having been