benefit of themselves, and his other legal representatives. That in the summer of 1827, the defendant Thomas Clagett, commenced

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attention to the case, G. could not have avoided it. *Held*, that G. was not entitled to relief in equity; that if he were entitled to have additional credits entered on the judgment, he had his remedy by motion in the Court where the judgment was recovered for a rule upon T. to show cause why such credits should not be allowed, and upon such rule the execution might be stayed till the facts were ascertained. *Gorsuch* v. *Thomas*, 57 Md. 334.

In a case where equity has power to order the delivery up and cancellation of judgments, there can be no question as to its power to perpetually enjoin their execution. *Wagner* v. *Shank*, 59 Md. 314. Where a justice enters a judgment of condemnation without being legally authorized to do so, and also by mistake, the attachment debtor is entitled to an injunction restraining the execution of the judgment of condemnation. *Weikel* v. *Cate*, 58 Md. 105. The prayer of the bill was that complainant might be permitted to bring into Court the amount due by him upon a judgment against him in favor of S. amounting to $150 and interest, (it being the judgment debt attached in his hands,) to abide the result of the suit; and that S. might be enjoined from executing his judgment against the complainant; and that W., the attaching creditor, might be restrained from executing his judgment for more than the sum of $119.40. The injunction restrained W. from executing his judgment against complainant for any amount whatever. *Held*, that the bill was not for an injunction merely, but was in the nature of a bill of interpleader. That all the parties were before the Court, and inasmuch as the justice had no power to issue the attachment, and the judgment of condemnation having been entered by mistake and contrary to the agreement of the parties, the Court properly enjoined W. from issuing an execution for any amount. *Ibid.*

No equity arises if the facts were known at the trial, and the grievance complained of has been caused, either by a mistake in pleading or other mismanagement, or by a supposed error in the judgment of the Court. *R. R.* v. *R. R.*, 57 Md. 272.

Application for an injunction by the alienee of a judgment debtor to restrain the judgment creditor from proceeding on his judgment against the land aliened, refused. *Welde* v. *Scotten*, 59 Md. 72. As to when a married woman may enjoin an execution issued against her husband and levied upon property claimed to be hers, see *Erdman* v. *Rosenthal*, 60 Md. 312; *Frazier* v. *White*, 49 Md. 1; *McCann* v. *Taylor*, 10 Md. 418.

When the property of A. is taken in execution under judgments against B., and the officer making the levy is able to meet the responsibility, the remedy at law is adequate, and equity has no jurisdiction. *Chappell* v. *Cox*, 18 Md. 513. A party claiming a stock of goods in a shop by bill of sale from one partner of the firm, permitted the other party to continue the business and buy other goods and bring them into the shop. Executions on judgments against such continuing partner were subsequently levied *on goods* in the store. Held, that if, by permission of the party claiming under the bill of sale, *his* property became so intermingled with that of the defendant in the judgments as to prevent separation and identification, and he failed to point out *his* goods to the officer, equity will not aid him. *Ibid.* Cf. *Kreuzer* v. *Cooney*, 45 Md. 582. A bill to restrain an execution levied upon goods in a store, claimed by complainant under title from the party against whom execution issued, not showing that the property was of such a character, or possessed such peculiar value or interest, that he could not be ade-