Salmon, was induced to lend his credit to him upon receiving, as a security against loss, a mortgage from the defendant Thomas

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parties perfectly well known to each other. *Falls* v. *Robinson*, 5 Md. 365. But if, through fraud, accident, or mistake, a judgment is entered against a party for an amount, or in terms different from those intended, equity will, upon full proof thereof, reform and correct it. *Katz* v. *Moore*, 13 Md. 566. If relief is asked on the ground of mistake or accident alone, there must be clear and conclusive proof of the mistake. *Ibid.* Cf. *Wood* v. *Patterson*, 4 Md. Ch. 335. Where the circumstances were such as to induce an executrix, desirous of acting in good faith, to confess a judgment against her deceased husband's estate, the subsequent discovery by her of a receipt for the money claimed, of which she was utterly ignorant previously, will enable her to apply successfully to equity for a new trial at law, when the defence may be investigated. *Gardiner* v. *Hardey*, 12 G. & J. 365. As to interference of equity with a judgment on the ground that it was confessed, *inops consilii*, see *Kearney* v. *Sascer*, 37 Md. 264. Where an administrator *d. b. n.* made no defence to a writ of *scire facias* issued against him for the purpose of reviving a judgment against a former administrator, but voluntarily confessed an absolute judgment of *fiat*, and four years afterwards, upon execution being issued, applied for an injunction, on the ground that he was mistaken as to the amount of assets in his hands, *held*, that such mistake was attributable to his own negligence and he was not entitled to relief. *Kearney* v. *Sascer*, 37 Md. 264.

To obtain an injunction against a judgment on the ground that the defendant cannot safely pay it, he should file a bill of interpleader against the parties appearing to be entitled, and pay the money into Court to be held for the benefit of the party showing a right thereto. *Fowler* v. *Lee*, 10 G. & J. 358. A judgment is not liable to impeachment solely upon the ground that an attorney, without instructions, has entered a voluntary appearance upon a return by the sheriff of *non est*, and confessed the judgment, though for acting without authority he is liable to his principal. *Ibid.* A party is not precluded from going into equity for relief against a judgment upon the ground that he should have defended himself at law, when the application to equity rests upon an engagement within the Statute of Frauds and void at law, but attended by circumstances which in equity take it out of the statute. *Harwood* v. *Jones*, 10 G. & J. 404. Where a debtor, by single bill and otherwise, transferred all his assets to a firm which agreed with the surety of the assignor on the single bill that they would release the surety from liability, on his engagement that, in case of a deficiency of assets of the assignor to meet the bill, the surety would pay $200 to said firm, and there was no proof that sufficient assets had been collected by the firm, and the firm having assigned the single bill to the plaintiff who obtained judgment for the whole amount, it was *held*, on a bill for an injunction by the surety, that the plaintiff at law should have liberty to issue execution only for the sum of $200. *Ibid.* As to where a purchaser of land, the purchase money being applied in the discharge of senior judgments against owner of land, obtained an injunction to restrain execution of junior judgments against the land, see *Barnes* v. *Dodge*, 7 Gill, 109.

The execution of a judgment will not be restrained upon the ground that the defendant had been discharged under the insolvent laws prior to its rendition, and that it was not entered subject to such discharge. *Katz* v. *Moore*, 13 Md. 566. The discharge of a party under the insolvent laws releases him from legal liability to pay his debts, yet the moral obligation re-