

vs. *Buchanan*, 11 *Gill & Johns.*, 314, and it must now be regarded as established that a court of equity will, upon sufficient proof, grant relief to a plaintiff by reforming a contract or settlement in writing upon the ground of mistake, and then enforce its execution as thus reformed, though it is undeniably true that strong proof must be adduced to overrule the answer denying the mistake.

It appears in this case, that a bill was filed as early as November, 1832, by the complainant, Henrietta Hall, and her then husband against the defendant, Clagett and Charles Hill, which upon appeal to the Court of Appeals from the decree of the Chancellor in favor of the complainants, was remanded to the Court of Chancery, under the act of 1832, ch. 302, for further proceedings. That the defendant, *Hill*, being by the opinion of the Court of Appeals exonerated from responsibility, and the husband of the complainant having died, terms of compromise were proposed and agreed upon between the parties to this suit, and that on the 27th of February, 1842, a meeting took place for the purpose of arranging the details thereof, and coming to a settlement. At this meeting a statement was prepared according to which there appeared to be due from the defendant to the complainant, Hall, the sum of \$674 86, for which amount, the said defendant gave to Somerville Pinkney, Esq., acting as the solicitor and agent of the complainant, his note, payable six months after date, with interest from date, and at the same time, defendant signed a paper by which it was agreed that any error which might have occurred in the settlement should be corrected, provided such error should be ascertained before the maturity of the note. Allowing the days of grace, this note became due on the 30th of August, 1842, four days before which, to wit, on the 26th of the same month, the present bill was filed, alleging very material errors in the settlement, and praying that it be reformed and executed according to the terms of the compromise and intentions of the parties.

The terms of the compromise, as stated in the bill, are denied by the answer, which alleges an agreement to adjust the controversy between the parties upon different principles. The