

wholly unnecessary in the form in which its aid is invoked, and that if a proper ground is laid, it is its duty to interfere to prevent future litigation.

But, though this court has unquestionably the power to grant the relief prayed by the bill, provided a clear case of mistake is made out, it is indispensably necessary the alleged error be demonstrated in the clearest and most unequivocal manner, for if there be a reasonable doubt upon the subject, the court must withhold its aid.

The necessity of furnishing proofs to the entire satisfaction of the court before it will act in cases of this description, is shown by the case of *Hall & Gill vs. Clagett*, 2 *Md. Ch. Decisions*, 153, and the authorities there referred to. And it is not only necessary that strong evidence be produced that a mistake was committed, and that the agreement signed by the parties, does not conform to their intentions, but the stipulation proposed to be introduced, or the correction proposed to be made must be established by equally conclusive proof. Before the agreement will be reformed, and executed as reformed, the court must be perfectly satisfied what the real intention of the parties was, or otherwise it will not interfere.

Upon looking at the plat, in this case, there is great difficulty in believing that the defendant, with a full knowledge of the consequences to himself, could have agreed to the line claimed by the bill, and there is evidence that he, upon some occasions, protested in the strongest terms against that line. There is, however, evidence the other way, and in my opinion, as between the lines described in the lease and the line claimed by the claimant as the true line, the preponderance of the proof is in favor of the latter, as there cannot be the slightest doubt of the perfect and entire respectability and credibility of the witnesses who have testified upon the subject.

But still looking to the whole evidence, and seeing how seriously the rights of the defendant would be prejudiced by establishing that as the true line, I cannot bring myself to think, that the defendant, with a full understanding of its effect, gave his consent to it.