an account making a distribution of the proceeds of sale — which on the 14 July 1868. was confirmed by the Court no — objection having been interposed by the Petitioner or the defendant. such was the condition of the case until 1st May 1869 when the application for the writ was made in due form by the Purchaser, Satterfield, verified by his affidavit and notice to show cause served on the defendant. as required by the act of 1864. By way of showing cause why the writ of Habere facias should not be issue the defendant filed his — answer alleging substantially 1st That the assignment from Charles B. Carr to the petitioner was not recorded. 2d That the mortgage gave the power of sale to Joseph H. Carr alone and could not be transferred by the assignment, 3d. That the Court has no authority to issue the writ in this case. 4th That Satterfield had not filed a bond required by law. The first and fourth reasons are not sup ported by the facts disclosed by the record and indeed we understood the Solicitor for the defendant in his argument to abandon the fourth objection. An inspection of the origi= nal mortgage shows that the assignment to the petitioner was recorded the same day it was executed, which we suppose escaped the observation of the Solicitors. An examination of the papers has also disclosed the fact that a bond was filed which was approved by the Clerk of the Court. The validity of this bond cannot now be questioned, Cockey vs Cole 28 Md 283. But it was contended in argument by the defendant that the assignment to the Petitioner had not been acknowledged and recorded and that under the 24 Article of the Code no assignment of a mortgage is valid unless acknowledged and recorded. The question whether it is necessary under this article of the code that an assignment of a mortgage should be acknowledged and recorded we do not deem material to decide in this case as the views we shall express in reference to the second objection will apply to the first.

It was urged by the defendant that the power of sale given to Joseph H. Carr in the mortgage under the authority of the 5th section art 64 of the Code was a personal trust and did not vest in Satterfield by the assignment and that no rightful jurisdiction did or could attach in the Circuit Court and therefore the order finally ratifying the sale is inoperative and void as being coram non judice. The order finally ratifying the sale, which is a decree of the — Court, was passed on the 16 April 1866. several terms had passed since the enrolment of the decree and no direct proceeding by bill of review or appeal has been taken to correct any error which may have existed. After this lapse of time and after the fund has been distributed by the order

of the Court without objection on the part of the defendant, and the purchaser invokes the aid of the Court to obtain possession of the property the defendant indirectly seeks by interposing objections to the issuing of the writ to impeach the final order.

The judgment or decree of a court of competent — jurisdiction when coming incidentally in question or in any collateral proceeding is conclusive upon the question decided and cannot be impeached. every intendment — and presumption is made in its favor unless it manifestly appears on the face of the record that the Court acted without jurisdiction. But if the record shows that the Court has proceeded to render the judgment or decree when it has no jurisdiction over the subject matter or the person such judgment or decree is a nullity and cannot be enforced. Riborg vs Hammond 2 H & G 50; Powers et al vs Dilley 9 Gill 241. Clark & Jackson vs Bryan & Dent 16 Md. 177. These well settled principles of law may be aptly and — properly applied to the case now before the Court. While the proceedings in which it is proposed to impeach the final order ratifying the sale is not strictly another suit yet the same principles will control it. It is a common proceeding to obtain possession of land purchased by the petitioner and to which proceeding he is entitled to resort under the act of 1864 unless the final order ratifying the sale is reversed or set aside.

This the defendant asks the Court to do, not by adverse proceeding by bill of review or appeal but by refusing to grant the relief to which under the final order the petitioner is entitled. It is a well settled principle that a decree cannot be altered or corrected after it has been enrolled except by a bill of review, or an appeal by which it may be reversed. The law of the decree must be executed. It is binding upon all parties. Bolgiano vs Cook 19 Md 375, neither proceeding has been resorted to by the defendant to correct the errors or irregularities of the Court, if any existed, in passing the order of final ratification. The question therefore that is presented is, had the Court jurisdiction? if it had then it is conceded that the decree is binding and conclusive between the parties and the petitioner is entitled to the writ. This is not a case, as contended by the Solicitor for the defendant of special and extraordinary powers given by statute to the Court, in relation to a subject matter over which it had it no jurisdiction, independent of the Statute. In such a case to render valid the exercise of the powers given, all the requisites of the Statute must be complied with. The Court by which this sale was ratified was not one special and limited jurisdiction. but of general common law and Chancery