

deed, not only in opposition to what appears upon its face but to the answer of the grantee, *Faringer v. Ramsay*, 2 Md. 527. But the evidence in this, as in all cases where a resulting trust is attempted to be set up, must be clear and satisfactory, see *Greer v. Baughman supra*.¹¹³ A question too has arisen, whether parol proof is admissible after the death of the nominal purchaser to prove a resulting trust, but the better opinion is that it is admissible, 2 Sugd. V. & P. 136. In *Brawner v. Staup supra*, the objection was made, but the Court went into the evidence. And it was also raised in a case of *Schull v. Murray*, 32 Md. 9, but not noticed by the Court; and see *Cecil Bank v. Snively supra*.

As to trusts by implication of law see further, *Jones v. Slubey, supra*; *Tolson v. Tolson*, 10 G. & J. 159; *Brown v. Brown*, 12 Md. 87; *Negro Chase v. Plummer*, 17 Md. 165.

X. Execution against equitable interests.—The words “as they be seised of in trust for him at the time of execution sued” refer to the seisin of the trustee, and accordingly if the trustee, by the direction of the *cestui que trust*, conveyed lands, after judgment and before execution, to a purchaser without notice, the lands could not be taken in execution, there being no trust for the debtor *in esse*, *Hunt v. Coles*, Comyn, 226; see *Higgins v. York Buildings Comp.* 2 Atk. 107; *Harris v. Pugh*, 4 Bing. 335. A trust created by the defendant in favour of himself and another person is also not a trust within this section, which is confined to cases where the trustees hold in trust for a defendant alone, and not jointly with another, *Doe v. Greenhill*, 4 B. & A. 684; *Harris v. Booker*, 4 Bing. 96. And the Statute applying only where the entire equitable interest was in the *cestui que trust*, it was held that an equity of redemption was not liable to execution; nor could an equitable interest in chattels real be taken under a *feri facias*, see the cases collected in the argument of the counsel in *Ford v. Philpot*, 5 H. & J. 312.¹¹⁴ But the Court determined in that case that the interest of a mortgagor in lands was liable to attachment, condemnation and sale under a *feri facias*, by virtue of the Act of 1715, ch. 40, even before the Act of 1795, ch. 56, (Code, Art. 10, sec. 11,) ¹¹⁵ and the Act of 1810, ch. 160, (Code, Art. 83, sec. 1,) ^{115a} the construction following the provisions of 5 Geo. 2, c. 7. In *Lee v. Stone*, 5 G. & J. 1, it was determined that, in equity, a judgment was a lien upon the equitable real estate of the debtor, and the decision was made without reference to the Act of 1810, ch. 160, see *Hanson v. Barnes' lessee*, 3 G. & J. 359. But in *Hopkins v. Stump*, 2 H. & J. 301, in 1804, the Chancellor, though allowing that an equitable interest in lands might be sold under a *feri facias*, doubted whether a mere contract for land could be so sold, and whether, under such a contract, lands were so far bound by a judgment, as that after it and before a *feri facias* the parties could not come to a settlement. Now, by the Code, Art. 83, sec. 1, ^{115a} it is pro-

¹¹³ *Keller v. Keller*, 45 Md. 274; *Thomas v. Standiford*, 49 Md. 181; *Witts v. Horney*, 59 Md. 584; *Brennan v. Durkin*, 76 Md. 451; *Johns v. Carroll*, 107 Md. 436.

¹¹⁴ *Freedman's Co. v. Earle*, 110 U. S. 714.

¹¹⁵ Code 1911, Art. 9, sec. 10.

^{115a} Code 1911, Art. 83, sec. 1.