vided, that any legal or equitable interest of a defendant in lands, tenements or hereditaments may be sold under an execution, and by sec. 2,[115b] it is provided, that the purchaser of such equitable interest shall be entitled to an assignment or conveyance from the Sheriff, &c., and shall stand in consequence thereof, as to title, and be entitled to such remedy against all persons and in all cases, as the person whose title he may purchase, see Richardson v. Stillinger, 12 G. & J. 477.

Under these provisions, equitable estates[116] may be sold under a *fieri facias* just as legal estates, and the construction given to Stat. Westm. 2, 13 E., 1. c. 18, being adopted by analogy, it is held that since the Act of 1810, ch. 160, judgments are *legal liens upon equitable real **549** estates from the date of their rendition, and will be recognized as such in Courts of law, and a subsequent *fieri facias* on a senior judgment preferred to a prior *fieri facias* on a junior judgment, Miller v. Allison, 8 G. & J. 35; McMechen v. Marman, *ibid.* 57, where the purchaser of such an estate was held entitled to a *hab. fac. poss.*[117] under the Act of 1825, ch. 103, Code, Art. 75, secs. 64, 65;[118] Union Bank v. Poultney *ibid.* 324, where it was held that a mortgagee, or person entitled to a prior lien could not stay, by injunction, a subsequent judgment creditor from enforcing his judgment by execution; Hollida v. Shoop, 4 Md. 465. The extent of the construction given the law may be illustrated by Hall v. Jones, 21 Md. 439. There a vendor of lands by an agreement in writing, not under seal, but purporting to be a bond of conveyance, obtained judgment against the purchaser and his surety on their note for the purchase money, and upon an execution the surety bought in the land. A previous judgment had been obtained by another against the purchaser, on which execution was subsequently issued, and it was held that by the purchase by the surety under the first execution the vendor's lien was extinguished, and any right of subrogation of the surety therefore excluded, that at the sale he bought like any other purchaser, and the prior judgment being a lien, that the purchaser at the execution issued upon it was to be preferred to the surety purchasing under the junior judgment and execution. If land, however, upon which there is an incumbrance by mortgage, be sold upon a deficiency of the personal assets of an intestate to pay debts, it seems that a junior judgment creditor need not be made a party to the bill, and his remedy in such case is not against the land, but must be asserted against the proceeds of sale in the hands of the trustee, Brawner v. Watkins, 28 Md. 217. But the law is otherwise as to prior incumbrances, Brooks v. Brooke, 12 G. & J. 306.

[115b] Code 1911, Art. 83, sec. 2.

[116] As to spendthrift trusts, however, see Smith v. Towers, 69 Md. 84; Maryland Agency v. Lee, 72 Md. 161; Reid v. Safe Dep. Co., 86 Md. 467; Brown v. Macgill, 87 Md. 161; Cherbonnier v. Bussey, 92 Md. 421; Jackson Asso. v. Bartlett, 95 Md. 661; Wenzel v. Powder, 100 Md. 36; Houghton v. Tiffany, 116 Md.—.

[117] Affirmed in Deakins v. Rex, 60 Md. 596.

[118] Code 1911, Art. 75, secs. 93 (as now amended), 94.