

the docket, as it appears, on the second day of the same September term of the Court, the defendant had obtained judgment against Rogers, and subsequently to the plaintiff's execution, issued a *feri facias*, and levied it on the same land that had been sold to the plaintiff, who thereupon filed his bill for an injunction to restrain the sheriff and the defendant **551** *from proceeding with the execution, but the injunction was refused. The great question in the case was, whether the judgment by default obtained by the plaintiff was a lien on the lands of Rogers, and the Court determined that it was not. "Strictly speaking," say the Court, "there was no recovery until it was adjudged by the Court on the 30th October." But had the plaintiff's and defendant's judgments related to the first day of the September term, they would have been entitled to come in *pari passu*, see *Green's Estate*, 4 Md. Ch. Dec. 349. It may perhaps be assumed, therefore, that, according to our present practice, judgments are liens on lands only from the actual dates of their entry by the Court, that as between creditors priorities are determined on the same principle without any relation, and that if a *feri facias* on a junior judgment be levied on the interest, either legal or equitable, of the debtor in lands, and a *feri facias* on a senior judgment subsequently come into the sheriff's hands, the latter must be first satisfied, *Miller v. Allison*, 8 G. & J. 35.¹²³

XVI. When writ of execution binds chattels.—Formerly, where judgment was obtained for a debt or damages, and execution issued against the defendant, the property in his goods was bound for the satisfaction of the creditor from the *teste* of the writ, and any subsequent sale by the defendant was fraudulent. This is the law now between the parties; and the goods of a defendant, dying after awarding and before the delivery of the writ to the sheriff, are bound by it in the hands of the executor, *Hanson v. Barnes' lessee*, 3 G. & J. 359. In favour of purchasers, however, the writ does not bind till it is delivered to the sheriff, when the property in the goods is bound against the party himself, and all claiming by assignment from him or representation through him.¹²⁴ In *Selby v. Magruder*, 6 H. & J. 454, an execution was issued and placed in the sheriff's hands, who returned part of the property "secreted." The debtor afterwards took the benefit of the insolvent laws, and made a deed of trust of all his

¹²³ This is now settled. It seems also that as between judgments entered on the same day, an averment would not be allowed as to which had priority in point of fact. *Anderson v. Tuck*, 33 Md. 225; *Dyson v. Simmons*, 48 Md. 215.

No matter when an agreement for a confession of judgment and the order of the judge directing judgment to be entered are signed, the judgment itself can only be entered as of the date when the papers are filed with the clerk. *Snowden v. Preston*, 73 Md. 261. When, however, upon motion made in open court, a judgment is ordered to be entered but the clerk fails to make a formal record thereof, the court has the power afterwards to direct the judgment to be entered as of the date of the first order. *Stern v. Bennington*, 100 Md. 344.

¹²⁴ *Prentiss Co. v. Whitman Co.*, 88 Md. 243.