

The demurrer of Michael Iglehart of Anne Arundel County to the bill of complaint of Robert Ridgely against him in Chancery exhibited. This defendant by protestation not confessing or acknowledging all or any of the matters or things in the complainant's said bill of complaint to be true in manner and form as they are therein alleged, for answer thereto this defendant doth demur in law. And for cause of demurrer says, that the said bill contains not any matter of equity whereon this Court can ground any decree, or give the complainant any relief, or assistance as against this defendant. That if the matters stated in said bill do give the complainant any cause of complaint or action against this defendant the same is triable and determinable at law, and not to be enquired into by this Court. That the State of Maryland is, by the complainant's own shewing, a proper and necessary party to any suit or action in this Court which may be prosecuted touching the matters alleged in said bill. And that the heirs-at-law of William Ridgely in said bill named, are likewise proper and necessary parties thereto. Wherefore, and also for divers other errors and imperfections in said bill, this defendant doth demur thereto and prays the judgment of this Court whether he ought to make further answer; and also prays to be hence dismissed with his costs, &c.

542 *BLAND, C., 30th July, 1832.—This case standing ready for hearing, and the solicitors of the parties having been fully heard, the proceedings were read and considered.

The plaintiff founds his right to sue this defendant alone and in this Court upon the circumstance of his claim being altogether or in some essential particulars, of an equitable character only; and upon the fact, that the property held by this defendant has been bound for the satisfaction of his claim, and may be followed and taken by him alone without regard to any other similar and contemporaneous claims upon it; and also without regard to the manner, or to any one from whom this holder of it may have derived title after it had become so bound. And all this the plaintiff seems to conceive, necessarily arises from his being, as he alleges, the holder of an equitable lien upon the land.

The term lien is applied in various modes; but, in all cases, it signifies an obligation, tie, or claim annexed to, or attaching upon property without satisfying which such property cannot be demanded by its owner. *Jacob Law Dict. v. Lien*. Lien, in its proper sense, is a right which the law gives. But it is usual to speak of lien by contract, though that be more in the nature of an agreement for a pledge. And there are liens which exist only in equity, and of which equity alone can take cognizance. *Gladstone v. Birley*, 2 *Meriv.* 403. The existence of a lien, however, and the benefit which may be derived from it, as well as the mode