

eral liens upon all the land of the defendants, continuing for twelve years, and fastening as well upon those lands which the defendant held at the time of the rendition of the judgment, as those subsequently acquired. *Murphy vs. McCord*, 12 G. & J., 182; *Coombs vs. Jordan*, 3 Bland, 284; *Stow vs. Tift*, 15, *Johns. Rep.*, 458, 464.

In the case of the Cape Sable Company, the lien was considered as being dependent upon, and limited by, the right of the creditor to sue out execution upon his judgment, and consequently did not exist during the suspension of the right to execute, from lapse of time, or other cause; and yet, judgments were pronounced to be liens from their date, upon all the lands of the defendant, wherever situated, though with respect to lands lying in a different county, and execution could not be taken out until a previous *feri facias* had been issued, and returned *nulla bona* to the County Court in which the judgment was rendered. If, upon the reasoning of the Chancellor, the lien was only commensurate with the right to take out execution then, in the case of lands lying in a different county from that in which the judgment was rendered, the lien should have been postponed, until the preliminary proceedings necessary to give the right to send an execution out of the county had been taken; and yet the Chancellor says, "all lands, wherever they may be, within any one of the counties of the state, are bound by the lien, which fastens upon them from the date of the judgment rendered in the County Court."

This doctrine of the Chancellor in the Cape Sable case has, it is admitted, so far as it asserts that the lien of a judgment is restricted by the right to take out execution upon it, been reversed by the Court of Appeals, and, therefore, it does not follow, that, because the immediate right to send a *feri facias* out of the county in which the judgment was obtained does not exist, the lien is suspended, and the object in referring to the reasoning is simply to show that there is an apparent inconsistency in saying that the lien is limited by the right to execute, and yet the lien attaches before the right which gives it has come into being.