to any extent, as designed by the tribunal by whom they were rendered. I am simply saying that they cannot be allowed to conclude the rights of strangers to them.

The proceedings under the lien law, though in the nature of proceedings *in rem*, are not purely of that character. The suit is *inter partes*, and must be confined to such parties. The 16th section of the original Act, says the "*scire facias* shall be served as a summons upon the defendant therein named, and a copy left with the person residing in the building, if occupied as a residence," &c. If, therefore, the notice by advertisement in the newspapers is not given, as directed by the 17th section, the judgment must be limited in its operation to the parties warned according to the preceding section.

But, viewing the proceedings as strictly *in rem*, or only partaking to some extent of the nature of such proceedings, still it appears to me to be plain that actual or constructive notice must be given, and is essential to the validity of the judgment, that is, essential to its validity against all the world. In the case of *Woodruff* vs. *Taylor*, 20 *Vermont Rep.*, 65, the subject was very fully discussed by the Court, after a second argument by eminent counsel, and after speaking of the difference between proceedings purely *in rem*, and those which to some extent may be so regarded, though in form *inter partes*, the Court says, "It is just as essential to the validity of a judgment *in rem*, that *constructive* notice at least should appear to have been given, as that actual notice should appear upon the record of a judgment *in personam*. A proceeding professing to determine the right of property, where no notice, actual or constructive, is given, whatever else it might be called, would not be entitled to be dignified with the name of a judicial proceeding. It would be a mere arbitrary edict, not to be regarded anywhere as the judgment of a court." And the same principle is maintained in the case of *Bradstreet* vs. *Neptune Ins. Co.*, 3 *Sumner*, 607.

The Messrs. Denmead, then, in this case, by the form of the proceeding adopted by them to enforce their lien, have limited the operation of their judgments to the parties warned