From all which these general principles seem to follow, that, at common law, lands not being alienable by the feudatory, and therefore not liable for the payment of his debts, it was presumed, that he was trusted only upon his personal security; and the judgment being in pursuance of the contract, was only to recover a personal thing; and the execution following the judgment went only against the goods; (*m*) that a statutory and judgment lien attaches on no real estate which is not liable to be taken in execution; that it in no case extends beyond the debtor's power of voluntary alienation; and that it fastens upon the realty subject to all superior rights and prior liens by which that power of alienation is or may be limited or restrained, as by a right of dower, prior mortgages, &c. (*n*)

From a very early period, it appears to have been common to lease lands for years; but such leases were originally and most usually granted to mere husbandmen, whose interest was esteemed of so little consequence, that they were rather considered as the bailiffs or servants of the lord, who were to receive and account for the profits at a settled price, than as having any property of their own; and therefore, they were not allowed to have a freehold estate; but their interest, such as it was, vested after their deaths in their executors, who were to make up the accounts of their testator with the lord and his creditors, and were entitled to the stock upon the farm. Hence it grew into an established principle, that these leases, or chattels real, as they are called, might be taken in execution and sold like mere moveables, for the satisfaction of debts. (*o*)

Here there is no leasehold estate in question; and therefore, in speaking of this judgment lien, my remarks must be confined to freehold estates upon which such a lien may attach. (*p*)

According to the ancient law of England, a villein being himself a subject of property, whatever property he himself acquired might be taken and held by his owner as an incident, or perquisite of his right of property in such villein. Consequently, if an executor had a villein for years, and the villein purchased lands in fee, upon which the executor entered, he should have the whole fee simple; but because he had the villein in *autre droit*, that is, as executor, it should be assets in his hands. (*q*) This is a sin-

(*m*) Gilb. Execu. 8.—(*n*) Bac. Abr. tit. Dower, G.; Abergaveny's case, 6 Co. 78.—(*o*) 2 Blac. Com. 141.—(*p*) Powel Mortg. 605, 609, 611.—(*q*) Co. Litt. 117, 124.