

30th July, 1832.—BLAND, *Chancellor*.—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. (b) 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. (c) The existence of a lien, however, and the benefit which may be derived from it, as well as the mode in which that benefit may be obtained, depend upon principles of law and circumstances so various, that it is always indispensably necessary carefully to attend to those particulars by which its very substance may be materially affected. For all the purposes of the present enquiry, however, liens may be regarded as of two kinds; such as are sustained by the principles of common law or of equity upon the peculiar circumstances of the case; or such as arise out of positive legislative enactment; but all liens are essentially different from that priority of satisfaction, the right to which is given by act of Congress to the United States. (d)

A lien given by the common law for the benefit of trade, and the like, such as that by which a factor may hold the goods of his principal, or that by which an innkeeper may detain the goods of his guest, &c., until he is paid, is always associated with posses-

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(b) Jacob Law Dict. v. Lien.—(c) Gladstone v. Birley, 2 Meriv. 403.—(d) The United States v. Fisher, 2 Cran. 358; Conrad v. The Atlantic Insurance Company, 1 Peters, 386.