

tion and presumption of satisfaction on the 26th of May, 1824, when the lien arising from *Oliver's* judgment attached. And, therefore, as I have shewn upon a former occasion, (l) the lien of those judgments held by *Carroll*, could not have been so revived, even by a *scire facias*, much less by a mere agreement between the parties to them, as to overreach that lien of *Oliver's* judgment, which had, in the interval, fastened upon the real estate of the defendant. Taking it for granted then, that all the proceedings of Anne Arundel County Court, upon those four judgments, held by *Carroll*, were in every respect regular and valid, still *Oliver's* lien is entitled to a preference in satisfaction. But, notwithstanding what *Carroll* has said in his answer, the lien arising from his judgments of Anne Arundel County Court, was virtually relinquished by him, by the institution of the suits and the judgments obtained by him in Baltimore County Court, on the 4th of June, 1824; and, consequently, upon this ground also, *Oliver's* judgment must be respected as a prior lien to that arising from those held by *Carroll*, and must be allowed a preference in satisfaction accordingly.

It is here proper, however, to recollect, that the act of Assembly which enlarges the time within which a *feri facias* may be issued on a judgment to three years; and, consequently, so far prolongs the continuance of a judicial lien, does not apply to any judgments rendered before the 19th of February, 1824, when that law was passed. (m)

But these judgments on which *Oliver* and *Carroll* found their claims were all of them rendered in Baltimore County Court; and it is insisted, that they cannot therefore be considered as liens upon any of the real estate of *The Cape Sable Company*, not lying within the jurisdiction of that court. This is a point of law which it is said, yet remains to be finally determined.

I have, upon a former occasion, endeavoured to trace the origin and fully to explain the nature and extent of a judicial lien within the range of the jurisdiction of the court in which the judgment was rendered. (n) And it appears, that this lien, which is not given in express terms, by any legislative enactment whatever, is an incident or consequence arising, according to the principles of the common law, from that statute which declared, that lands should be liable to be taken in execution for the satisfaction of such judg-

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(l) *Coombs v. Jordan*, ante 284.—(m) 1823, ch. 194.—(n) *Coombs v. Jordan*, ante 284.