

its nature, cover the whole subject of the decree, it would seem, that the plaintiff should not be allowed to vex the defendant unnecessarily by having two or more executions against him at the same time; that is, to execute a *feri facias* for the recovery of the money, and a *capias ad satisfaciendum* or attachment to enforce a specific performance; but should take one such execution, as, from its terms, may embrace the whole of what he claims under the decree. (n) But even in the case of such complex decrees if the plaintiff is satisfied, or waives all but the money demand, he may then have a *feri facias* for that. And therefore it would seem, that, as to mere money demands at the least, this act of Assembly has virtually given to decrees in equity an incidental lien upon real estate, similar to that which is attendant upon a judgment at common law.

In the case under consideration, the sale to *Jeremiah Booth* was made before, but not ratified until some time after the passage of the act making equitable interests liable to be taken in execution. (o) It could not be considered as a complete bargain and sale; as a perfect contract between the court and *Booth* until it was finally ratified and assented to by both parties. And as that was not until after the passage of that act, it must therefore be treated as a case in all respects, and in every point of view, fully within it as to time. In regard to the nature of the equitable interest in the land which *Booth* acquired by this contract, I am also entirely satisfied that it is such a one as must be held to be embraced by that act.

The principle is believed to be universal, that a judicial lien can

(n) *DICKINS v. HIFFNER*.—In this case a decree having been passed for a conveyance of a tract of land as therein specially described, and also for costs; the plaintiff by his petition, on oath, stated, that the defendant had been regularly served with a copy of the decree, but had complied with no part of it. Whereupon he prayed an attachment, which was awarded and returned attached. After which the plaintiff by petition prayed for a *feri facias* for the costs; and an attachment of contempt for the non-performance of the other part of the decree.

1807.—*KILTY, Chancellor*.—The Chancellor was not satisfied that he had the power, under the act (1785, ch. 72, s. 25) to issue a *feri facias* in the manner prayed. The allowance of that kind of execution appears to be for cases in which the property sold can satisfy the demand of the plaintiff in the decree specified. It is possible, that if every other part of the decree was complied with, a *feri facias* might then issue for the costs; but it does not appear regular to issue one kind of execution or process for one part of the decree, and another for another. The party may either proceed with his attachment in the usual manner, or without proceeding on the one served, take out a writ of *capias ad satisfaciendum* against the defendant, as that kind of execution will go to the whole.—M. S.—(o) 1810, ch. 160.