ered, its payment may certainly be enforced in equity. *Attorney-General* v. *Downing*, 1 *Dick.* 417; *Nannock* v. *Horton*, 7 *Ves.* 402; *Sibley* v. *Perry*, 7 *Ves.* 534. These plaintiffs could not proceed for the recovery of this annual sum, at common law, as for a rent charge; because no right of distress is given by the grantor, and it is not distrainable of common right: nor could they enter upon and hold the land charged until they were satisfied; because the testator has given them no such authority. A writ of annuity, being a remedy at law against the person of the grantor of the annuity, it follows that a devisee could not avail himself of it, as the devisor ceased to exist before the gift of the annuity took effect. *William Clun's Case*, 10 *Co.* 128; *Co. Litt.* 144; *Brediman's Case*, 6 *Co.* 59. The annual sum thus devised to the plaintiff, Anna Maria, being made payable out of the land, might, however, be regarded as a rent seck; and as such, having been made distrainable by statute, it might be held that the plaintiff should in that way obtain relief at law. *Co. Litt.* 143; *Brediman's Case*, 6 *Co.* 59; *Saward* v. *Anstey*, 9 *Com. Law Rep.* 506; *Rebecca Owings' Case*, 1 *Bland*, 296. Or these plaintiffs might, with better apparent hope of success, bring a special action upon the case, the most flexible and comprehensive form of action known to the common law; yet the embarrassments and inconveniences of applying even that form of proceeding to the purposes of obtaining relief, in a case like this, are obvious, and would be very great. Before the statute which gave the power to distrain for rent seck, the payment of such rents might be enforced in equity; and even since, relief has been granted in cases of rent charge, with an admitted power of distress and re-entry. The remedy in equity is manifestly more convenient and effectual, *safer and better. It may be found to be least
54 injurious to the interest of these infants, and without disadvantage to any one else, to have the land sold for the payment of this annuity; or it may be deemed necessary to have it raised out of the rents and profits by putting a receiver upon the estate, which could not be done by a Court of common law, *Thorndike* v. *Allington*, 1 *Chan. Ca.* 79; *Davy* v. *Davy*, 1 *Chan. Ca.* 147; *Kennoule* v. *Bedford*, 1 *Chan. Ca.* 295; *Bath and Montague's Case*, 3 *Chan. Ca.* 91; *Sherman* v. *Collins*, 3 *Atk.* 319; *Nicholls* v. *Leeson*, 3 *Atk.* 574; *Leeds* v. *Radnor*, 2 *Bro. C. C.* 339 *and* 519; *Cupit* v. *Jackson*, 6 *Exch. Rep.* 245, or there may be a personal decree against them, or their guardian, in respect to the amount of the

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execution from this Court for the payment of the said sum, with interest as aforesaid from the 22d day of March, 1787. And also for the payment of the legal costs expended by the complainant in the prosecution of this suit, amounting, as taxed by the register, to the quantity of 5,201 pounds of tobacco. And it is further Decreed, that the defendants John Chaires and Mark Benton be hence dismissed.