that the deceased debtor had, on his marriage, covenanted to settle lands that should be of the value of sixty pounds per annum, upon his wife for life, which he had failed to do. Upon which it was held, that the wife should come in only as a specialty creditor; and in order to settle the quantum of her demand, an estimate was directed to be made of the value of her estate for life, at so many years purchase, upon which she was to be let in as a specialty creditor for so much money. *Freemoult* v. *Dedire*, 1 *P. Will.* 429. And in 1750, a similar question having arisen, it was determined, that the tenant for life should pay one-third of the fine and charges of renewing a lease, and that the two-thirds should be paid by the remainderman. *Verney* v. *Verney*, 1 *Ves.* 428.

No explanation is to be found in any of these cases of the principles of equity upon which the Court proceeded in fixing the proportion in which the tenant for life and the reversioner should contribute; nor is the age or health of the tenant for life, spoken of in any of them. It does not, however, seem to have been adopted as an absolute rule, but rather as one of convenience; as a medium by which to apply the rule of equity; for, in a case of this kind, determined in 1697, it is said, that in adjusting what each estate was to pay, each was to be valued at what they were respectively worth to be sold. *Heveningham* v. *Heveningham*, 2 *Vern.* 355. In the first of the before recited cases, it is, in general terms, asserted to be most just; yet it is fair to presume, that Hannah at the time of the death of her second husband, when her life estate was estimated as being equal to one-third of the whole, must have been far advanced in life. The proportions fixed by the case decided in 1692, seems to have been considered in 1720, as a departure from the general rule. *Anonymous*, 1 *P. Will.* 650. In one of the cases, decided in 1696, it was said, that the rule seemed hard, because
224 *an estate for life was then worth nine or ten years purchase, whereas formerly it was worth but seven; *Flud* v. *Flud*, 2 *Freem.* 210; and in the case determined in 1750, it was said, that the computation of the tenant for life bearing one-third was wrong as being too low; *Verney* v. *Verney*, 1 *Ves.* 428; *White* v. *White*, 4 *Ves.* 34; that is, as not laying enough on the tenant for life. *White* v. *White*, 9 *Ves.* 557.

In the year 1717, an executor having paid debts to a large amount, and doubts having arisen about the application of the different kind of assets, there being a deficiency of personalty to pay all the debts, he filed a bill to obtain the direction of the Court. Upon which it appeared, that the testator, being seised in fee of some land, and possessed of a lease for years, in other lands, and indebted by specialty and simple contract, devised an annuity of forty pounds a year, out of the lease for years to one grandson, and the lease itself to another grandson, and likewise devised all his lands in fee to A and his heirs. None of the devisees were his