claim; or where the life interest had been withheld, at the date of the order, by which a sum in gross was directed by the Court to be given in place of it; leaving the previous income which had, or might have accrued, and should have been paid, to be accounted for as rents and profits. But where an annuity had been given to a child as an advancement, it was said, if it should be brought into hotchpot after the death of the parent, that a valuation ought to be put upon it as of the day when it was granted; and so too, where a party comes as an expectant heir to set aside the contract on the ground of fraud and inadequacy of price, the valuation is to be calculated as of the day of the original transaction. *Ex parte Le Compte*, 1 *Atk.* 251; *Ex parte Belton*, 1 *Atk.* 251; *Kircudbright* v. *Kircudbright*, 8 *Ves.* 63; *Gowland* v. *De Faria*, 17 *Ves.* 24.

But this whole matter, as well in regard to the expectation of life and the nature of the securities to support the life interest, as in regard to the exact point of time at which the valuation is to be adjusted, seems as yet, in England, to remain unsettled by any positive general rule. *Butcher* v. *Churchill*, 14 *Ves.* 574; *Ex parte Thistlewood*, 19 *Ves.* 236; *Ex parte Whitehead*, 1 *Meriv.* 10 *and* 127.

There are some cases, however, in which it has not been deemed necessary to put a present value upon the entire particular estate in comparison with that of the inheritance, in order to adjust the proportions in which the burthen should be borne by each. As in *the case of a real estate under an incumbrance, it is held, that the tenant for life in possession must keep down the **245** interest of the debt. For although the whole is liable to the creditors; yet as between the tenant for life and him in remainder, it is said to fall in with natural justice, that those who have a divided interest of an estate, should keep down the burthen during their own time; and therefore, by a construction in equity, the tenant for life is held bound to keep down the interest to the whole amount of the rents and profits; as otherwise the creditor may come upon his life estate for the principal. Whence it seems to have been taken for granted, as a general understanding, and as a natural apportionment, in all such cases, that he who has the *corpus* shall take the burthen; and he who has only the fruit shall pay to the extent of the fruit of that debt; *White* v. *White*, 9 *Ves.* 560; or in other words, that the rents and profits of the incumbered estate must have been specially intended to meet and keep down the interest of the debt, leaving the principal only to be treated as an incumbrance upon the inheritance, or chief body of the estate. For it must be always remembered, that the tenant for life and the incumbrancers may at any time have the estate sold; and, after satisfying the debt, have the surplus, if any, apportioned among the tenant for life and the remainderman according to their respective interests. *Hungerford* v. *Hungerford*, *Gilb. Eq. Rep.* 69; *Revel* v. *Watkinson*, 1 *Ves.* 93; *Amesbury* v. *Brown*, 1 *Ves.*