

by analogy in *Dorsey vs. Smith*, was established as far back as 1804, and though perhaps occasionally complained of, has never, so far as I know, been deviated from to the present day. It is therefore entitled to great respect, and though as a mere rule of this Court it might, perhaps, be altered, upon the evidence which subsequent experience and observation have furnished, upon the principle that the authority which made it is competent to alter it, yet I apprehend after it has received the sanction of the Superior Court, the authority so to deal with it by this Court becomes much more questionable, or at all events, it should be careful to act only upon the fullest evidence.

But even if this Court could with propriety change the rule, it appears to me the change should be prospective, because it may reasonably be supposed that in transactions like the present, the parties have shaped their conduct with some reference to the existing rule. I do not mean to be understood as saying, that the Insurance Company, in buying or selling annuities, is governed by the rule, because it appears they have adopted tables for their guide, which do not conform with the rule, subject of course to be varied according to circumstances; but it is by no means an extravagant supposition, that when *this Company*, or any other holder of a life estate, or annuity for life, consents to a sale of such interest by *the decree of this Court*, that regard is had to the Chancery rule, and that some of the parties, at least, to the cause would be taken by surprise, if that rule should be set aside and another substituted for it.

In the present case, it is said the sale of the property was sought by the parties entitled in remainder, and by Mrs. Abercrombie, for their own accommodation; and the bill does allege that a sale will be for their benefit, and that the Insurance Company is willing that the property (consisting of bank stock) should be sold, the Company receiving of the proceeds the value of the life interest of Mrs. Abercrombie, of which they were the purchasers.

Now it may very well be, that these plaintiffs considered it