

maintenance he endeavours to make as unalterably and imperishably certain as the nature of things would admit. His son *William* was to take the estate he gave him expressly upon the condition, that he maintained *Rebecca*. *William* has taken the estate; and, consequently, he has assumed this duty to *Rebecca*, and has become personally bound to her, in consideration of the estate he has thus taken and now enjoys. But this condition is not confined to *William Owings* personally and only; it is extended to "the person or persons to whom the estate may eventually pass." It is a condition, that runs with the land; and is a continuing charge upon it.^(k) It is an incumbrance to which the land is liable in the hands of every one, (not having a better title than the devisor,) during the life of *Rebecca*. This charge upon the land devised to *William Owings* cannot be deemed a *rent* of any description; nor can it properly be considered as an *annuity*; because by an *annuity* the person alone is charged; no land is encumbered with it. But here the land is charged, and the person only *in respect* of the *enjoyment* of that land. This devise, therefore, has given to *Rebecca* a *particular* interest in the land.^(l) It has imposed upon it an incumbrance, which follows it into the hands of *William* and every other holder during the life of *Rebecca*. It is a kind of legacy, the punctual payment of which this court will, and, perhaps, only can enforce.

It is then clear, that these plaintiffs are properly here; and that they ought to obtain relief: the mode in which it should be granted is the only remaining enquiry. Under the general prayer the court is left free to adopt any mode by which it can most readily and effectually administer that relief which the equity of the case demands. Where the relief asked is maintenance; a subsistence for one who is utterly unable to take care of herself; and it is determined to be equitably due; the court should, if practicable, leave no room to escape from or palter with its mandates. When helplessness is to be furnished with bread, the judgment which awards it should be clear, prompt, and easily enforced.

According to the common law, if a party brought his *writ of annuity*, and obtained judgment, that judgment stood as a security as well for the amount then due as for that which should thereafter

(k) *The Mayor of Congleton v. Pattison*, 10 East, 130; *Powell's Case*, Nelson, 202; *Elliot v. Merryman*, Barn. Ch. Rep. 82.—(l) *Clark v. Ross*, Dick. 529; *Pow. Mort.* 221, 1032; *Co. Litt.* 4, 122; *West v. Biscoe*, 6 H. & J. 460; *Attorney General v. Christ's Hospital*, 3 Bro. C. C. 165.