

become due; and the payment of the future instalments might be enforced by *fiery facias* sued out within the year after every day of payment, though it might be many years after the judgment.<sup>(m)</sup> And in an action of debt upon a bond conditioned for the payment of certain sums of money on certain days by way of instalments; or upon a bill in equity for the arrears of an annuity; under a judgment for the penalty, or decree for the annuity, it was ruled, that the plaintiff should be allowed to levy by execution the sum found due at the trial; and that the judgment or decree should stand as a security for the future arrears, with liberty to apply from time to time to sue out fresh executions thereon.<sup>(n)</sup> So in this court, where alimony, or the payment of a certain sum annually had been decreed; the payments as they became due were enforced on petition and order in a summary way.<sup>(o)</sup> And where an estate has been mortgaged, the tenant for life in possession will be ordered to keep down the interest; and if he does not do so, a receiver may be put upon the estate with directions to take, and apply the rents and profits to the interest as it becomes due on the mortgage, and to pay the surplus to the tenant.<sup>(p)</sup>

Upon these suggestions and analogies, I shall decree, that *William Owings* forthwith bring into this court, or pay to the plaintiff *John Cromwell*, the whole amount now due, with interest on each annual sum as it became due until brought in or paid; and let the decree stand as a security for what may hereafter become due. The payment of the several sums, as they may hereafter become due, may, on petition, be enforced by a summary proceeding, either as against the person or personal property of *William Owings*; and should he fail to pay the whole amount now decreed, or which may hereafter become due, I may be induced, on a proper application, to put a receiver upon the estate devised to him, with authority to take and apply the rents and profits of it under the directions of the court.

The devise gives sixty pounds *a year*; but does not distinctly say from what date it is to be computed. This charge, from its nature, should take effect from the day of the death of the testator;<sup>(q)</sup> but as the date of that event has not been clearly shewn, I shall direct the years to be reckoned from the 25th

(m) 2 Inst. 471; Gilb. Excu. 12.—(n) *Ridgely v. Lee*, 3 H. & McH. 94; *Marshall v. Thompson*, 2 Mun. 412; *Sparks v. Garrigues*, 1 Bin. 152; *Ranelagh v. Hayes*, 1 Vern. 190.—(o) *Darne v. Catlett*, 6 H. & J. 476; *Hewitt v. Hewitt*, ante, 101. (p) *Pow. Mort.* 300, note.—(q) 2 Mad. Chan. 88.