

In the year 1738, in a case of bankruptcy, it appeared, that the petitioner had, in the year 1720, paid three hundred pounds for an annuity of thirty pounds per annum for her life, payable out of the estate of the bankrupt. Upon her petition, to be admitted as a creditor for the whole three hundred pounds, it was ordered that the commissioners settle the value of her life; and that she be admitted a creditor for such valuation, and the arrears of her annuity, it being unreasonable, that she should have the whole three hundred pounds, when she had enjoyed the annuity eighteen years. (s) The same principles are evidently as applicable to a condition of insolvency, as to that of a condition of bankruptcy; and therefore, to abolish a technical distinction which had been introduced by the courts of common law in relation to insolvency, (t) it has been recently enacted in England, that a present value shall, in all such cases, be put upon the annuity, and the annuitant be let in to that amount only as a creditor against the estate of the insolvent. (u)

In 1687, on a bill to be relieved against a conveyance, it appeared, that the plaintiff being entitled to an estate tail, after the death of his father, in lands which, if in possession, were worth, to be sold, about £800, did in 1671, for £30 paid and £20 *per annum*, secured to be paid to him during the lives of him and his father, absolutely convey his remainder in tail to the defendant's father and his heirs. The conveyance was set aside as being an unrighteous bargain in the beginning. (w) In the year 1716, on a bill brought to set aside a sale of a remainder, the case appeared to be, that the plaintiff's father was tenant for life, remainder to the plaintiff in tail, remainder over to a third person; that the plaintiff had married, and had a son. After which the plaintiff being about thirty years of age, and his son ten years old; and when the plaintiff's father was ancient and sickly and in declining life, the plaintiff sold his estate in remainder, which was worth £150, to the defendant for £1,050. The Chancellor decreed relief on the payment of principal, interest and full costs; upon the ground, that the amount paid for the estate in remainder dependant upon so frail a

---

(s) *Ex parte LeCompte*, 1 Atk. 251; *Ex parte Belton*, 1 Atk. 251; *Bothomly v. Fairfax*, 1 P. Will. 334, note; *Ex parte Artis*, 2 Ves. 490; *Ex parte Carter*, 1 Bro. C. C. 267; *Ex parte Burrow*, 1 Bro. C. C. 268.—(t) *Cotterel v. Hooke*, Doug. 97; *Webster v. Bannister*, Doug. 393.—(u) 1 Geo. 4, c. 119, s. 10; 1 Petersd. Abr. 714, note; *Smith Merca. Law*, 409; *Ex parte Thistlewood*, 19 Ves. 249; *Johnson v. Compton*, 6 Cond. Cha. Rep. 20; *Lyde v. Mynn*, 6 Cond. Cha. Rep. 230.—(w) *Nott v. Johnson*, 2 Vern. 27.