the case of a real estate under an incumbrance, it is held, that the tenant for life in possession must keep down the 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; (*t*) 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. (*u*) This rule compelling a tenant for life to discharge the interest of mortgages and other real incumbrances, applies as well to tenants for years, (*w*) to tenant in dower, and a tenant by the courtesy, as to all other kinds of tenants for life; (*x*) except, that as to the dowress, she, being entitled but to one-third of the estate during her life, will not be compelled to keep down more than one-third of the interest of any charges affecting the real estate in which she is entitled to dower; (*y*) and as to her share of the principal, supposing that in order to be let into her dower she is obliged to redeem the whole mortgage, it is conceived, that she would have a claim on the estate for two-thirds of the interest, and the whole of the principal. (*z*)

(*t*) White *v.* White, 9 Ves. 560.—(*u*) Hungerford *v.* Hungerford, Gilb. Eq. Rep. 69; Revel *v.* Watkinson, 1 Ves. 93; Amesbury *v.* Brown, 1 Ves. 477; Saville *v.* Saville, 2 Atk. 463; Penrhyn *v.* Hughes, 5 Ves. 107; Powel Mortg. 921, note H.—(*w*) Amesbury *v.* Brown, 1 Ves. 480.—(*x*) Peterborough *v.* Mordaunt, 1 Eden, 478; Tracy *v.* Hereford, 2 Bro. C. C. 128; Shrewsbury *v.* Shrewsbury, 3 Bro. C. C. 126; S. C. 1 Ves., jun., 227; Bertie *v.* Abingdon, 3 Meriv. 560; Burgess *v.* Mawbey, 11 Cond. Cha. Rep. 96.—(*y*) Banks *v.* Sutton, 2 P. Will. 716.—(*z*) Palmes *v.* Danby, Prec. Chan. 137; Powel Mort. 923, note; 1 Mad. Chan. 238.