

WARD  
ON  
INVESTMENTS

# A TREATISE

ON

# INVESTMENTS:

BEING A

POPULAR EXPOSITION

OF THE

ADVANTAGES AND DISADVANTAGES OF EACH KIND

OF INVESTMENT,

AND OF

ITS LIABILITY TO DEPRECIATION AND LOSS.

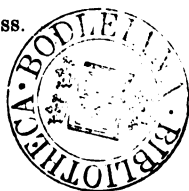
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## P R E F A C E.

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THE object of the following treatise is stated in the Introduction. It is written chiefly for the use of non-professional capitalists, although, it is hoped, it will be found serviceable to legal practitioners. All technical terms have been avoided; in consequence of which some portions of the treatise may seem, to a professional man, to be written in too verbose a style, which might have been avoided had the author felt himself at liberty to make use of technical expressions and terms.

The calculations and tables, at the end of the work will, it is hoped, be found useful to all parties.

*Maidenhead, Berks,*  
*Nov. 10th, 1851.*



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## ERRATA.

Page 7, twelfth line from bottom, for thrice read twice.

„ 130, TABLE I., fifth column at bottom,

for . . .	{	1035.3578 1138.8936 1252.7829 1378.0612	}	read	{	10353.578 11388.936 12527.829 13780.612	}
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# INVESTMENTS,

&c.

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## INTRODUCTION.

THE object of this work is to give to capitalists such information of the advantages and disadvantages of each kind of investment, as will enable them to place out their money in the manner they may deem most desirable. Object of the work.

Many persons prefer security of capital to a large annual return for their investment; to such, the following pages will, it is hoped, show what kind of investment they must seek, and what avoid: with others, the chief object is the power of turning their investment into cash without delay; this work is intended to show them where to place their capital: others, again, may desire to invest their money, so as to return a greater annual rate of interest than that usually paid on first-rate securities, without wishing to enter into wild speculations; to such, these pages will, it is hoped, convey an idea of the risks to which all investments offering a large rate of interest are subject. Respective desiderata in investing capital.

I do not propose, in these pages, to state opinions on the probable increase in value of this or that species of property, but merely to put the capitalist in possession of such information, as will enable him to judge for himself the value of any investment that may be offered to him, and to give him knowledge, through which he may, perhaps, be enabled to save his property from depreciation, or, it may be, from entire loss.

I am aware, that every solicitor who understands his profession, will be enabled to give to the client who comes to him to place out money with the least possible risk, the legal information which this work is intended to convey: he can, indeed, say, that a first mortgage on ample real property is unquestionably one of the safest investments that can be had; but if his client is unwilling to wait until such an investment offers, or, not caring to run a little risk, is desirous of receiving more than the rate of interest usually paid on unexceptionable mortgage securities, the solicitor cannot, on the spur of the moment, make him acquainted with every disadvantage of insecure investment generally: he cannot measure the risk his client is willing to run, and therefore he is not able, with satisfaction, to recommend him any investment accompanied by liability.

Moreover, what may be a very advantageous investment for one person may not be so for another; and a solicitor cannot advise his client to seek a particular kind of investment in preference to another, without inquiring too minutely into all his circumstances. And again, it frequently happens, that one person agrees to advance money to another, without, in the first instance, consulting his legal adviser on the subject.

For the foregoing, and many other reasons, therefore, it is advisable that a capitalist should be acquainted with the advantages and disadvantages of each kind of investment, in order that he himself may judge of its safety and eligibility, and may be able to discern, whether or not the advice of another is to be relied on.

It is advisable that each capitalist should be aware of the elements of each investment.

## CHAPTER I.

## ON INVESTMENTS GENERALLY.

The elements  
of a good in-  
vestment.

THE value of investments depends upon several circumstances: which are, the liability of the investment to depreciation in value, or to entire loss; the annual return, in the shape of rent, interest, dividend, or other produce, which is obtained for the sum invested; the facility with which the investment can be turned into ready money; the ease with which the rent, interest, or other income, can be recovered; and the liability incurred by the person investing, beyond the amount of the sum invested: this latter qualification will not enter into any of the investments mentioned in this work, except partnership, and shares in joint stock companies.

A capitalist seeking a permanent investment for his money, should be guided in his choice, in some measure, by the probable effect of circumstances on the different kinds of property: for example, shortly before the repeal of the corn laws, when their continuance was very doubtful, a person would not have sought for an investment to the rent-charges, which were sure to fall in value with the price of corn; and, at the present time, the capitalist will consider how the investment, which he proposes to obtain, will probably be affected by circumstances generally, and, especially, by the importation to a large extent of gold, which will, at least to some extent, affect all kinds of property.

The chief object of all investments is, to secure the principal, to obtain as large a rate of interest as possible, and invest upon such a security, that the interest may be readily obtained, when it becomes due, and the principal be turned into cash with as little delay and expense as possible.

Object of investments.

The rate of interest obtainable upon any security, varies with the state of the money market; a few years since, during the railway mania, money could scarcely be obtained at 5*l.* per cent. interest, on unquestionable landed security. At most times the offer of a good mortgage at 4*l.* per cent., except for very small sums, is immediately accepted. Generally the investment, which pays the least rate of interest, is that of the purchase of land, the annual return being usually about 3*l.* per cent. per annum. Investments are offered to pay almost any amount of interest; in most instances they vary in security in inverse ratio to the rate of interest which they are stated to realize. In *Chambers's Edinburgh Journal*, for the 24th of August, 1850, there is a very sensible article, advising persons never to take above five per cent. for their money; and unquestionably investments, which offer more, are to be looked upon with great suspicion: it is too much to assert, that more than that rate of interest is never, or even unfrequently, realized: but such an investment cannot be a first-rate security; if a person choose to seek after such, he must, in a greater or less degree, jeopardize his capital.

The rate of interest usually obtained.

Investments offering more than £5 per cent. suspicious.

The tables at the end of this work are calculated at compound interest, as all calculations ought strictly to be. The difference in value between 3*l.* a year and 4*l.* a year, for ten years, is more than 10*l.*; it is,

Calculations for investments should be made at compound interest.

in fact, at the rate of 4*l.* per cent. per annum interest, about 12*l.* If it so happen that the capitalist cannot reinvest the income he receives each year from his investment immediately it becomes payable, and at the rate of interest required, he must make an allowance accordingly, the tables of compound interest being arranged upon the supposition that the incoming interest is reinvested immediately at the rate required. Simple interest is calculated with more facility than compound interest, but the following remarks respecting the doubling of money, will render the calculation of compound interest in round numbers comparatively easy; they are extracted from *Scratchley's Theorems in Compound Interest*, lately edited by Mr. Scratchley, M.A., of the Western Life Office, and show that, when a sum of money increases to double its value by the accumulation of compound interest, the analytical investigations assume a peculiar form, from which the following theorems have been deduced, as bearing on the system of many building societies. For all rates of interest not exceeding 10*l.* per cent, the number of years in which a single sum will become double in amount by the accumulation of compound interest, may be found in round numbers, by dividing 70 by the rate of interest per cent., and taking that whole number which is nearest to the quotient obtained. The accuracy of this theorem may be judged of by Table I, and is valuable as furnishing a simple rule, and one easily remembered; thus:

Rule for readily calculating compound interest.

If the rate of interest be	}	Then the number of years in which it will double itself at compound interest will be	YEARS.
2 per cent.			
if $2\frac{1}{2}$ "		" "	$\frac{70}{2\frac{1}{2}}$ " 28
3 "		" "	$\frac{70}{3}$ " 23
$3\frac{1}{2}$ "		" "	$\frac{70}{3\frac{1}{2}}$ " 20
4 "		" "	$\frac{70}{4}$ " 17 or 18
$4\frac{1}{2}$ "		" "	$\frac{70}{4\frac{1}{2}}$ " 15
5 "		" "	$\frac{70}{5}$ " 14
6 "		" "	$\frac{70}{6}$ " 12
7 "		" "	$\frac{70}{7}$ " 10
8 "		" "	$\frac{70}{8}$ " 9
9 "		" "	$\frac{70}{9}$ " 8
10 "		" "	$\frac{70}{10}$ " 7

Which agree with the whole numbers given by Table I.

If a sum of money be borrowed for such a time that, if unpaid, it would be doubled by the accumulation of compound interest, then the debtor can liquidate the debt with interest in that time, by an annuity equal to thrice one year's interest on the sum borrowed. If the time be a certain number of years and days, the last payment of the debtor will be a fractional part of the year's annuity, proportionate to the fractional number of days. Thus, if 60*l.* be borrowed for fourteen years (which is the time in which money will double at 5*l.* per cent.), then the debt can be repaid, including principal and interest at 5*l.* per cent., by an annuity at the rate of 6*l.* a year, or 10*s.* a month, since 3*l.* is the interest on 60*l.* at 5*l.* per cent. This explains the principle of building societies for fourteen years.



## CHAPTER II.

## ON THE PURCHASE OF PROPERTY.

Investment  
in buying  
property con-  
sidered.

This being an investment frequently adopted, I propose to consider it in the following sections.

## SECTION I.

*Of Persons incapable of Purchasing.*

Persons in-  
capable of  
purchasing.

Alien.

Roman  
Catholics.

Felons.

Infants.

Trustees.

In some few instances, particular persons cannot become purchasers of certain property. An alien, or foreigner, may purchase lands and houses, but they become forfeited to the Crown: but, by a recent statute, if his country is at peace with Great Britain, he is enabled to hold lands and houses for the purposes of residence, occupation, or any trade, business, or manufacture, for a period not exceeding twenty-one years: if he desire to be the owner of land, or real property, except as before mentioned, he must become naturalized, or be made a denizen, previously to purchasing. Roman Catholics are now enabled to hold lands: until the last year of the reign of George the Fourth, they were disabled from doing so. A person convicted of felony cannot purchase. An infant, that is, a person who is not twenty-one years of age, may, on his coming of age, annul or confirm any purchase, made by him during his minority; and, if he die without doing either, his heirs have a similar privilege. A trustee is incapable of buying of himself the property of which he is the

trustee, although he may be the highest bidder for it at a public auction: nor can he do so, even through the medium of another person, that is, he cannot sell to another person, and take a conveyance of the property from that person to himself, unless indeed that person were really a *boná fide* purchaser, and the transaction were not done for the purpose of making a conveyance indirectly from the trustee to himself. Some persons think this can be done, and that a conveyance from a trustee to himself may be managed, by means of a perversion of *The Statute of Uses*: but I entertain no doubt that a court of equity would set aside any purchase, by a trustee from himself, of the trust estate, whether it were accomplished in a direct, or indirect manner; indeed the doing of an act indirectly, which might be done in a direct manner, has of itself, in an analogous case to that stated, been taken as strong evidence of fraud. A trustee may purchase the trust estate, after he is discharged from the trust, but even then he runs considerable risk of having the sale set aside, even though his conduct has been fair and honourable. It appears a trustee may purchase from the *cestui que trust*, or the person for whom he acts as trustee, but such a transaction will be looked upon with much suspicion.

The solicitor of a trustee is incapacitated, as well as the trustee himself, from purchasing the trust property.

Solicitor to trustee.

A purchase by a solicitor of his client, while that relationship exists between them, is looked upon with much suspicion; and inadequacy of price is alone sufficient in such a case to induce a court of equity to rescind the purchase.

Solicitor buying of his client.

## SECTION II.

*Of Conditions of Sale.*

Of conditions  
of sale.

A person may become the purchaser of property, either by public auction, or private contract: in the former case, he is bound by certain stipulations, called *Conditions of Sale*, which are produced at the auction, and there read over; and as such conditions of sale are of the highest importance to the purchaser, and generally are not perfectly understood by him, I propose to state shortly those which are most usual, and to enter into such explanations of them as appear necessary. I am particularly induced to do this, because it frequently happens, that a purchaser buys an estate, and consequently becomes bound by the conditions of sale before he consults his solicitor, although that is an imprudent course to pursue, except where it is highly inconvenient to act otherwise.

First condition of sale that highest bidder shall be buyer.

The first condition of sale usually stipulates, that the highest bidder shall be the buyer; and that, if any dispute arise, the lot in dispute shall be put up again at a former bidding. A bidder will not be allowed to take advantage of the latter part of this condition for the purpose of withdrawing from a bad bargain; it only applies to cases where there is a *boná fide* dispute as to the bidding. The first condition of sale also stipulates, that the vendor shall be entitled to bid once for the estate; and it appears that, notwithstanding the omission of this clause, the vendor will be permitted to bid for an estate for the purpose of preventing its being sold at an under-value; but a vendor will not be permitted to employ persons to take advantage of the eagerness of bidders, and run up the price: under such circum-

That vendor shall only bid once.

stances, a purchaser would not be compelled to complete his purchase.

The second condition of sale provides the lowest amount which each person shall be allowed to bid; and that no person shall retract his or her bidding. If this latter clause were omitted, a person might retract his bidding as often as he pleased before it is accepted, either by the auctioneer knocking down his hammer, or otherwise, because the assent of *both* parties is necessary to make a contract binding; and every bidding is nothing more than an offer on one side, which is not binding on either until it is accepted. If the bidding be retracted, it must be done distinctly enough for the auctioneer to hear. A very high authority seems, and with reason, to consider the condition against retracting a bidding is not binding; and that, notwithstanding it, a person may retract his bidding at any time before the fall of the hammer, or before the acceptance of the bidding in any other manner.

Second condition as to amount of bidding, and that no bidding should be retracted.

The next condition stipulates the amount of deposit, and the place, and time, of the completion of the contract; and that, if *from any cause whatever*, the contract be not completed by that day, the purchaser shall pay interest on the balance of the purchase-money at a certain rate, from that time until the day of settlement: notwithstanding these very strong words, the purchaser will not become liable to pay interest, if the delay is occasioned by the vendor's inability to make out a good title, subject to the conditions of sale. It must be recollected, that the time for completing the contract cannot be altered or enlarged, except by a memorandum in writing, signed by the parties to the contract, or their

Condition respecting amount of deposit, and the time and place of completing the purchase.

Time for settling cannot be enlarged orally.

agents; and therefore no verbal permission to extend the time for settlement, will exempt the purchaser from liability under the conditions of sale.

It is usual, in conditions of sale, to state a day on which the vendor will deliver an abstract of his title to the estate sold, and that the purchaser shall make any objections to the title within a certain time from the delivery of the abstract, and all objections not made within that time shall be deemed to be waived, and it is stipulated that, in this respect, time shall be the essence of the contract: this latter clause prevents the purchaser from being allowed to make any objections to the title after the expiration of the time limited for that purpose, which a court of equity might otherwise, in some instances, permit him to do. A purchaser is not precluded by this condition from making objections, at any time, to any matter of title not appearing on the face of the abstract. A purchaser should be allowed ten days at least to make objections to the abstract, and he should object at the time of selling to a more limited time. In consequence of this condition, a purchaser, on receiving the abstract of title, should lose no time in forwarding it to his solicitor. I have known purchasers seriously prejudiced by neglecting to do so.

Meaning of the stipulation that time shall be the essence of the contract.

Ten days should be allowed to peruse abstract of title.

Purchaser should at once forward abstract to his solicitor.

Vendor bound to produce title deeds.

Expenses to be borne by vendor.

A vendor is bound, unless he is protected by some condition to the contrary, to produce the title-deeds of the estate, although, in point of fact, he has no control over them; and also to bear all expenses incurred in their production, in proving deaths, descent, births, intestacies, and procuring any deed, or matter, necessary to give him a clear title to the estate, and a power to transfer such a title to the purchaser.

The purchaser will be entitled to all timber on the estate without paying for it, unless there is any stipulation to the contrary. The same remark may be made of any sheds, or fixtures, on the estate, and even of houses, the legal maxim being *cujus est solum, ejus est usque ad cœlum*<sup>1</sup>.

Purchaser entitled to wood and fixtures on property bought.

It is usual to insert a condition, that any misdescription, or error, in the particulars should not annul the sale, but that a compensation should be allowed or taken, as the case may be. This condition does not apply in any instance, where the misdescription is wilful; nor to cases in which a compensation cannot be properly awarded, although the error in the description is not wilful. Sir Edward Sugden, who is a very high authority, says, "Where the description, although an unintentional one, is such as would induce a person to bid, who really wanted the subject, as described, and not the subject as it exists; or perhaps, in other words, where there is a substantial misdescription, it will not fall within the condition." Although the condition under discussion be omitted, a court of equity will compel a purchaser to complete his contract with a compensation, where there is a slight unintentional error. The condition sometimes states, that, in the event of misdescription, the purchase shall nevertheless be completed without compensation: this is an unfair condition, and should be objected to by a purchaser, since, if there be a misdescription, it must be made by the vendor, who ought not, in any case, to reap an advantage from his own mistake.

Condition as to misdescription of property.

Cases where it does not apply.

<sup>1</sup> Literally, *he who owns the soil, owns every thing above it*. The law gives the owner of the soil, not only every thing upon and above it, but every thing under it, as mines, quarries, &c.

Condition respecting the custody of the title deeds.

There is usually a condition respecting the custody of the title deeds: where the vendor retains any portion of the property, however small, to which the deeds relate, it is usual for him to keep them, and covenant for their production to other interested parties: otherwise, in the event of their relating to two or more lots, it is customary that they should be delivered to the purchaser, who has given the most money for his estate, on his agreeing to produce them to the other purchaser when required.

Conveyance should be prepared by the purchaser.

It is sometimes stated in the conditions of sale, at whose expense and by whom the conveyance should be prepared. In the absence of any condition, this should be done by the purchaser. A practice appears to prevail in Cornwall and Devonshire, of having the conveyance prepared by the vendor's solicitor, at the expense of the purchaser, which, for the reasons presently stated, is highly objectionable. This seems a convenient opportunity for considering a question of much importance to purchasers, although generally considered by them to be of little moment: they esteem it a matter of indifference, whether or not they employ the vendor's solicitor to act on their behalf: it is, however, a matter which deserves much consideration. The law assumes, that a principal is acquainted with every fact, of which his agent has knowledge, concerning the matter in respect of which he acts as agent, although in fact the principal is entirely ignorant: accordingly, if a vendor's solicitor, employed in the sale of an estate, be aware of any incumbrances, such knowledge is communicated in law to the purchaser, who, in such a case, is assumed to be acquainted with the incumbrances, of which the vendor's solicitor only is aware, and he must hold the estate subject to them; whereas, if he had em-

It is dangerous for a purchaser to employ the vendor's solicitor.

ployed another solicitor to act on his behalf, he might not have been bound by those incumbrances. For instance; if the owner of an estate declares it to be subject to certain trusts in favour of particular individuals, and then disposes of it, without mentioning those trusts, of which the purchaser is ignorant, and it happens that the purchaser has employed the vendor's solicitor, who is acquainted with the trusts, he becomes bound by them, because he is presumed to be aware of their existence; but if he had employed another solicitor, no such presumption would attach, supposing such solicitor to be ignorant of the trusts, as he probably would be, and the purchaser would then take his estate unfettered by them. Whether or not a purchaser should employ the vendor's solicitor, is a question which a purchaser should not consider immaterial, although, I think, it scarcely in practice deserves the great importance which some very eminent authorities have attached to it.

Sir Edward Sugden, to whose opinion great respect is due, thus writes on the subject: "It can seldom happen that the attorney or agent of the purchaser is conversant of any incumbrance on the estate intended to be purchased, *unless he be employed by both parties*; which the same person frequently is, in order to save expense. This practice has been discountenanced by the courts, and is often productive of the most serious consequences; for it not rarely happens that there are incumbrances on the estate which can be sustained in equity only, and which will not bind a purchaser who obtains the legal estate, unless he had notice of them previously to completing his purchase. Now, notice to an agent, although one concerned for both parties, is treated in equity as notice to the pur-

Sir Edward Sugden's opinion on the inexpediency of the purchaser's employing the vendor's solicitor.



chaser himself; and, therefore, if the attorney know of any equitable incumbrance, the purchaser will be bound by it, although he himself was not aware of its existence. And by these means a purchaser may even deprive himself of the benefit to be derived from the estate lying in a register county; yet, if the attorney have notice of any unregistered incumbrance, equity will assist the incumbrancer in establishing his demand against the purchaser. Another powerful reason why a purchaser should not employ the vendor's attorney is, that if the vendor be guilty of fraud in the sale of the estate, to which the attorney is privy, the purchaser, although it be proved that he was innocent, will be responsible for the misconduct of his agent. In one case a purchaser lost an estate for which he gave £8000, merely by employing the vendor's attorney, who was privy to a fraudulent disposition of the purchase money." Mr. Hughes, in his valuable work on the practice of sales of real property, makes similar remarks; he says: "The preparation of the conveyance by the vendor's solicitor, is a course of proceeding attended with a risk and prejudice to purchasers that very few of them are aware of; for, by permitting the vendor's agent to prepare the conveyance for them, they adopt him as their agent, which will cause them to be affected by notice of incumbrances and other matters relating to the property sold, to which such agent may be privy; notice to the agent being considered as equivalent to notice to the principal himself. And thus the latter often becomes deprived of the equitable protection afforded to purchasers, who have themselves no notice of incumbrances affecting the purchased lands."

The opinion of Mr. Hughes on the same subject.

Another objection to the employment of the vendor's solicitor by the purchaser is, that the purchaser in that case frequently does not have the vendor's title so strictly investigated as it would otherwise be. And again, as it often happens that the interests of the vendor and purchaser are directly opposed to each other, a solicitor who is concerned for both must find great difficulty in properly attending to the interests of each ; and, in his dilemma, the purchaser must not be surprised if he find his interest has been, in some measure, sacrificed by the solicitor he has chosen. On the other hand, a purchaser, by employing the vendor's solicitor, saves some expense, and frequently facilitates the settlement of the business. In small matters, therefore, it may be worth while to employ the vendor's solicitor, if he be a man of respectability ; but, except where a saving of a few pounds is a consideration, it would be inexpedient to incur the risk of so doing.

Another objection to the employment of the vendor's solicitor by the purchaser.

Reasons for employing the vendor's solicitor.

A condition of sale is frequently inserted, to stipulate that a purchaser shall not require the vendor's title to be shown previously to a stated time. In the absence of such a condition, a purchaser may require an unobjectionable title to be shown for a period of sixty years ; and if the vendor be unable to comply with such a requisition, the purchaser has the option of completing the purchase, and accepting such a title as the vendor can show, or of refusing to complete the purchase ; and, in such latter case, he can recover from the vendor any damages he may have incurred by reason of the non-completion of the contract.

Condition as to length of title.

Purchaser may require a sixty years' title.

Purchasers generally think it a matter of small importance, whether the vendor can deduce a good

Twenty years' possession not necessarily sufficient to give a good title.

title for a short or a long period of time, and they labour under the erroneous impression, that, if the vendor has been in possession for twenty years, he is capable of giving an indefeasible title.

With the view of explaining the insecurity of purchasing an estate, to which a title can be shown for a few years only, I make the following observations.

Generally twenty years' quiet possession sufficient, except where party is under disability.

No land, houses, or other corporeal hereditaments, can be recovered from a person who has been in *quiet* possession for twenty years, by any person who for that period of time has had a right to the possession of such land, &c., unless the person so entitled to recover is an infant, a married woman, an idiot, a lunatic, of unsound mind, or absent beyond seas, in any of which cases he or his heirs are allowed ten years from his attaining his majority, or otherwise ceasing to be under any of the before mentioned disabilities, notwithstanding that more than twenty years had expired from the time when his right to obtain possession first accrued ; but in no case is any person, entitled to the possession of property, allowed to recover it, if his claim has laid dormant for forty years, although he may, during the whole of that period, have been absent beyond seas, or under one or more of the disabilities before mentioned. For

Forty years' title good against person entitled to recover during all that period.

example : if Brown be the *absolute* owner of a piece of land, and is not under any of the disabilities before specified, and Smith takes possession of that land, and keeps *quiet* possession for twenty years, Smith obtains a good title to that land, not only against Brown, but against every other person : but if Brown be a minor, say seven years old, Smith does not obtain a good title until he has been in quiet possession of it for twenty-four years, or ten years

Case stated.

*Quiet* possession necessary.

after Brown has attained his majority. Again, if Brown be absent beyond the seas for twenty years, or more, Smith obtains no good title until he has been in quiet possession for forty years, or until ten years have elapsed since Brown's return to England. In all these cases, a difficulty arises of showing Smith to have had *quiet* possession, which is necessary to his title; for if Brown has once obtained possession of the land as owner, or if Smith has paid Brown any rent for it, or if he has acknowledged Brown's title in writing, Smith's claim to the estate cannot be supported; and as a purchaser from Smith could not possibly ascertain that none of these occurrences had taken place, his title cannot be considered a safe one. A possessory title is merely a negative one, and, for that reason, an objectionable one, because, unlike a positive title deduced by a series of conveyances and devises, it is incapable of strict proof. The foregoing examples include only those cases, where the person entitled to recover has been so entitled for twenty or forty years; I will now state a common case, in which even quiet possession for forty years will not give a good title. Suppose land is given to Jones during his life, and after his decease to Smith, and his heirs absolutely; Jones, of course takes possession of the land, and receives the rents, but he is dispossessed by Brown, who continues in quiet possession of the property for fifty years: it is evident Smith has nothing to do with the land until Jones's death, and therefore the law very justly gives Smith, or his heirs, twenty years from Jones's death, or more, if he be under any disability, to recover the land from any person who may be in possession. Instances may occur of a hundred years' title, and even more, being insecure; for, as we have seen,

Impossibility  
of proving  
quiet possession.

Case where  
quiet possession  
for forty  
years does  
not give a  
title.

in order to give a good title, may in some instances be required to be had throughout the whole period of a life, protracted by extreme longevity, and for forty years after its termination. But as it was necessary that the courts should decide what length of unobjectionable title should be deemed sufficiently secure for a purchaser to be compelled to accept it; and as, upon the one hand, they had to guard against requiring a purchaser to take so short a title that it would be hazardous; and, upon the other hand, against insisting on a vendor's going to the trouble and expense of producing and proving a title for so long a time that it might be unquestionable; it has been laid down, that a purchaser may require an unobjectionable title to be deduced for a period of sixty years, and no longer. Mr. Hayes, a very eminent conveyancer, has said, "It is impossible, without hazard of doing injustice, to pronounce a title of shorter duration than sixty years, to be marketable: every year subtracted from that period diminishes the security."

Purchaser may require sixty years' title.

Less than sixty years' title not marketable.

Condition prohibiting production of title deeds.

It sometimes happens that the vendor, who has no title-deeds, inserts a condition, prohibiting the purchaser from requiring their production, which otherwise he is entitled to do.

Purchaser should act cautiously when title deeds are not produced.

When there is such a condition, a purchaser should act cautiously, and make strict inquiry of the vendor as to the reason of the non-production of the title-deeds; and he should not rest satisfied with an unsupported assertion that they are lost.

As to the custody of the title deeds.

The title-deeds of an estate are the visible tokens of the ownership of the person in whose custody they are. For the prevention of fraud, a court of equity requires a purchaser, mortgagee, or other person, entitled to the custody of the title deeds, to obtain

and retain possession of them ; and, unless he can give a good excuse for not doing so, he may be deprived of the estate he has purchased. It will be seen, therefore, how perilous it is to purchase an estate, without obtaining the title deeds of it, unless they are in the hands of another owner of part of the same estate, for the very fact of their not being in the vendor's possession, if he be entitled to their custody, naturally leads one to the conclusion, either that he is professing to sell an estate, which belongs to another, in whose custody the deeds are ; or that, if the estate does belong to him, it is mortgaged, or otherwise encumbered, and the deeds are in the possession of the incumbrancer. To illustrate the foregoing remarks, let us suppose Brown to be the owner of an estate, and possessed of the title deeds relating to it, that he sells to Jones, who takes a proper conveyance of the estate, but neglects to get possession of the deeds, and that Brown, being a rogue, and still having the title deeds in his custody, disposes of the estate to Smith, who is ignorant of the sale to Jones : a court of equity would in such a case deprive Jones of the estate, and decree Smith to be the owner ; and properly so, because if Jones had taken possession of the title deeds, as he ought to have done, Brown would have been unable to perpetrate the fraud upon Smith ; and if, under similar circumstances, Smith instead of purchasing the estate had advanced a sum of money on mortgage of it, Jones would indeed have been the owner of the estate, but it would have been subject in equity to the mortgage to Smith. In neither of the preceding cases would Jones have been in a better position, if Brown had said, he had lost the title deeds, and Jones had rested satisfied with Brown's mere assertion, without prose-

Perilous to buy an estate without obtaining the title deeds of it.

The vendor's mere assertion that the title deeds are lost not sufficient.

Unless it appears to be probable.

cutting his inquiries further : but if Brown had given a probable reason for not producing the deeds : if, for instance, he had asserted, that they had been at his solicitor's office, which was destroyed by fire, and the deeds had not since been heard of ; and this upon inquiry turned out to be true ; in that case Jones would have been justified in completing his purchase, without taking possession of the title deeds : and although they might have been preserved from the fire, and have come into the hands of Brown, who then sold to Smith, Jones would under such circumstances have been considered the owner of the estate.

Last condition of sale stipulates the consequences of the non-fulfilment of the contract by the purchaser.

The meaning of the last condition of sale usually inserted is plain : it states, that if the purchaser fail to comply with the above conditions, or to complete his purchase by the time, and in manner stated in the conditions, the deposit money shall be forfeited to the vendor, who shall be at liberty to resell the estate ; and if upon the second sale there be any deficiency, the purchaser, neglecting to perform the conditions, shall make good such deficiency, together with all costs, and expenses, attending such resale.

### SECTION III.

#### *On Purchases by Private Contract.*

Purchases by private contract.

What an agreement to purchase should contain.

Where a person purchases by private contract, he should be careful what the agreement for purchase contains. It should state the name and description of the buyer and seller, an accurate description of the property bought ; the sum which is to be paid for it ; the time when the vendor is to deliver an abstract of his title ; the time within which the purchaser

must deliver his objections to the title, if he have any ; and the time when, and place where, the purchase is to be settled. Beyond this, a purchaser should be careful about what he signs, as he cannot rescind his contract, after it has been signed by him, or his agent.

Purchaser cannot rescind contract.

#### SECTION IV.

*On the Liability of an Investment in Land to Loss or Depreciation, and the Protection afforded by Covenants for Title.*

Having at full length explained those portions of the usual conditions of sale, which appeared to need explanation to a person unacquainted with the law, I proceed to consider the eligibility of investing in the purchase of an entire interest in freehold property, leaving for the present the discussion of the peculiarities of copyhold and leasehold property, and partial interests, such as estates, which are to continue during the life of a certain individual, or are to commence at a future period. For the present I will confine myself to the consideration of the eligibility of an investment in the purchase of the entire interest in land, houses, or other freehold property ; and, in the first place, attempt to explain the liability of such an investment to depreciation in value or to entire loss.

On the liability of landed property to depreciation in value.

It is of course impossible to give any certain opinion on the probability of the depreciation, or increase, in the value of land generally. It is beyond the object of this work to enter into a political discussion on the probable effect of the repeal of the corn laws on the value of land. No man would act prudently in pur-



Risk of loss on account of shortness of title.

chasing land in the hope of its becoming more valuable by the reimposition of protective duties on the importation of corn. With regard to the legal portion of the question at present under discussion, the land-owner will have gathered from the foregoing remarks, that there is considerable risk of his being entirely deprived of his estate, if he have been content to accept no evidence of the title of the person from whom he buys, or is satisfied with the proof of it for a few years only: no precise period of time can be fixed for the length of title which will render a purchaser certainly safe, but he may rest satisfied with a clear title for sixty years, not only because his risk of being ousted is small, but because he can, if he choose to dispose of the estate, compel the person to whom he sells to take the title he has to offer, and complete the sale, unless such purchaser can show a title in another, though accruing more than sixty years since.

Covenants usually inserted in conveyance for purchaser's protection.

In order to obviate, as well as circumstances will allow, any unseen defects in the title, or any incumbrances which may exist, it is the custom of every cautious conveyancer to insert in the conveyance, covenants by the vendor, that notwithstanding any act, matter, or thing, done or permitted *by him*, or any of his ancestors, or testators, he has a right to convey the estate sold, that the purchaser shall quietly enjoy it, that it is free from incumbrances, and that he, the vendor, will execute any deed, or do any thing in his power to render the title of the purchaser more secure: if, therefore, there happen to come to light any flaws in the title, which the vendor, or his heirs, can remove, he will be bound to do so, at the request of the purchaser, who must,

Vendor or his heirs bound to remove flaws in title.

however, bear the expenses of so doing: and if it happen that, by reason of any act or negligence of the vendor, or any of his ancestors or testators, any incumbrance exists on the estate at the time of the sale, or it appear that by reason of any such act, or negligence, he had not then a title to it, and the purchaser consequently is deprived of it, or it is discovered to be charged with an incumbrance, such purchaser may recover damages against the vendor for the loss or injury he has sustained. Such covenants as these do, what is technically called, run with the land; that is to say, a vendor entering into them is not only bound to the immediate purchaser from him, but is equally liable to any subsequent owner of the estate in question. A great impediment to the protection practically afforded by these covenants, is, that the Statute of Limitations require actions on covenant to be brought within twenty years from the breach of the covenant, without reference to the time when that breach became known: therefore, inasmuch as covenants for title, if broken at all, must necessarily be broken at the time they are entered into, for they run in the words, "the vendor *now* has a good title," &c., it is clear that an action on a covenant for title, entered into more than twenty years before the commencement of such an action, cannot be maintained, although the dispossession of the estate may have only recently occurred, and the fact of the breach of covenant may not long have been known, either to the purchaser or to any one else. In respect of the covenant for quiet enjoyment, an action may be brought at any time within twenty years from any interruption by the vendor, or any person claiming through him, however long a time may have elapsed

Vendor must indemnify purchaser from incumbrances.

Vendor liable on covenants for title to any subsequent owner.

Action on covenant for title cannot be brought after twenty years from time of entering into covenant.

Action on covenant for quiet enjoyment may be brought within twenty years from interruption.

Action on covenant for further assurance may be sustained within twenty years from refusal to comply with it.

since the covenant was entered into, because it is not broken until the interruption takes place. And in respect of the covenant for further assurance, (as the covenant to execute any conveyance, or do any thing that may be required, is called,) an action will lie at any time within twenty years after the vendor, or any one, claiming under him, has wrongfully refused to execute any deed which may have been tendered to him for his execution, and which is reasonably required, for the purpose of making the title of the purchaser, or his heirs, more satisfactory.

A trustee only covenants that he has not incumbered.

A trustee who sells property is not required to enter into any other covenant, than that he has not incumbered the property: in several of such cases, however, it is customary, in many parts of England, for those who are entitled to the produce of the sale, to enter into the usual covenants.

The responsibility of the vendor not unimportant.

In consequence of the covenants entered into by the vendor, it becomes a question of some importance to a purchaser, who is desirous of buying property to which the title is defective, to ascertain the probable responsibility of the vendor, and his predecessors, in the ownership of the estate. But on account of these covenants being limited to the acts, deeds, and defaults of the covenanting parties, or those from whom they claim, by descent or devise, and by reason of those covenants being restricted in their operation by the Statute of Limitations, to which I have adverted, they are not of so much practical benefit, as at the first glance they appear to be. Fortunately, however, for persons who are desirous of becoming the owners of particular property, and at the same time are disinclined to purchase on account of the vendor's title being a defective one, an Insurance Company, called "*The*

Covenants for title not of much benefit practically.

Defects in title insured against by *The Law Property Assurance Society*.

*Law Property Assurance Society*," has been recently formed, under the immediate auspices of a legal periodical of great respectability, for the express purpose of indemnifying a purchaser under such circumstances. Its prospectus states, that "it is estimated that there are many millions' worth of property in the United Kingdom unmarketable, by reason of some technical defects in title, and which yet have good *holding* titles. These may be all made marketable, and more valuable than other properties, by means of an assurance of title, which may be effected with great benefit to the community, and with large profit to the Society, which will immediately insure against specific defects<sup>2</sup>." I am not aware of the rate of premium required by this Society for such insurances; indeed it would not be possible to publish any, as the defects to be insured against would vary continually.

## SECTION V.

*On the Rate of Interest obtained by investing in the Purchase of Land, or Houses.*

I now propose to show, so far as I can, the annual return in the shape of rent, which is usually obtainable by investing in the purchase of land, or other freehold property.

Interest obtained by investing in land.

Land possesses many valuable qualities, not common to other property: it is indestructible; it does not become less productive if carefully managed, but usually more so: it does not remain untenanted, as

The peculiar valuable properties of land.

<sup>2</sup> The offices of *The Law Property Assurance Society* are at 30, Essex Street, Strand, London.

Investments in land pay but little more than 3%. per cent. interest.

The purchase of land in Ireland gives a large return upon the capital invested.

Matters to be considered in buying house property.

Contingencies to which house property is liable, and which must be allowed for in calculating its value.

a landlord can always find a tenant willing to give a fair rent; or, if it be untenanted, it will still yield a profit to its owner—it generally confers a position on its proprietor, which he would not otherwise command: the landlord of an estate worth 30,000*l.*, usually taking a higher station in society, than a landless owner of 30,000*l.* consols, and it gives its owner the pleasures of shooting, fishing, and otherwise sporting. For these reasons eligible estates are much sought after, and consequently a small rate of interest only is obtained: land in England, to which the title is unobjectionable, usually realizes about thirty years' purchase, and pays therefore but little more than 3*l.* per cent. per annum for the sum invested. Just at this time there are ample opportunities of investing money in the purchase of landed estates in Ireland, apparently to much advantage. Several estates have been recently sold there at ten, twelve, and fifteen years' purchase, paying therefore a very large rate of interest, and possibly the causes, which now operate prejudicially on the value of land in that kingdom, may be removed in the course of a few years.

In purchasing house property, the purchaser must take into consideration that houses, unlike land, are liable to destruction; that, being subject to decay, they necessarily become less valuable every year, and that they will be in time entirely destroyed by natural causes, unless kept in proper repair. A purchaser, in estimating the amount to be given for house property, in order to realize a given rate of interest, will have to deduct from the rent payable to him the land tax; the annual premium, for which the property can be insured against fire for its full value; an annual sum necessary for keeping the premises in

repair, and for other contingencies, as well as make an allowance for the house remaining untenanted : frequently the purchaser will find it desirable to employ a person to collect his rents, in which case he must take into consideration, the amount of commission payable to him, which varies from  $2\frac{1}{2}$  per cent. to 10 per cent. on the rent collected, according to the trouble and inconvenience incurred. For the reasons just stated, the value of house property ranges from twenty to ten years' purchase, it being chiefly dependant on the state of repair of the premises, and their locality. The rent of property is usually a safe index of its value : but, it appears from a useful little work, recently published under the title of "*Hints to all about to rent, buy, or build house property,*" that a dishonest practice of creating a fictitious rent is becoming prevalent. I extract the "*hint,*" I allude to. "How many are tempted to eagerly bite at the per centage, when positively assured, that the rent is not three quarters, of what it will be ! On arguing this very point once with a builder, we received a '*hint,*' which we will now explain. The builder said, that, in order to raise the rent, he let the house on an agreement, at say 40 per cent. a year rent,—the previous tenant paying but 30 per cent.—he agreeing to give the first quarter's rent, (making the rent the same). He added, having sold one of these houses, on the calculation of 40 per cent. a year, the new purchaser, at the expiration of the twelvemonth agreement, came back in a great passion, and said he had been swindled. 'Not so,' answered the builder ; 'I can show the handwriting of the tenant, to prove he agreed to pay 40 per cent. a year.' 'Yes,' said the purchaser, 'but to make him sign that, you gave him a quarter for nothing.'

House property varies from ten to twenty years' purchase.

Rent safe criterion of value.

It is becoming common to create fictitious rents to induce buyers to bid highly.

‘True,’ answered the builder, ‘and what business have you to interfere with me, if I forgave the tenant the whole twelvemonth’s rent.’” A court of equity would certainly, on the discovery of such a swindle, prevent the vendor from reaping the benefit of his fraud : and his conduct might become the subject of inquiry in a criminal court.

A court of equity would interfere in such a case.

The charges usually paid by the tenant.

Landlord should pay tithe-rent charge.

Tithe owner need not distress tenant.

Tenant may deduct rent-charge, unless there is an agreement to the contrary.

And also the land-tax.

General covenant by tenant to pay all taxes will include land tax. Occupiers paying property tax may deduct it, notwithstanding covenant to the contrary.

It is customary for the tenant to pay all taxes, rates, and charges, in respect of the property he has hired, except the land tax, and public drainage tax, if there be any. It is advisable for the landlord to undertake to pay the tithe rent-charge, and add it to the rent, which will give him a power to recover it by distress from his tenant in the shape of rent : for, it should be observed, the tithe owner is not obliged to take proceedings against the tenant, as he has an ultimate remedy against the landlord, by obtaining possession of the land, on which the tithe rent-charge is apportioned. By the 80th section of the Tithe Commutation Act the tenant is allowed to deduct from his rent any rent-charge paid by him, unless there is any stipulation to the contrary : this provision does not extend to cases, where the tenant holds under a lease, or agreement made previously to the commutation of the tithes. The land tax, if not paid at once by the landlord, is usually allowed by him in payment of the rent, and, if no stipulation be made respecting it, the tenant may deduct it. Covenants, relative to the payment of land tax, are authorized by the land tax acts ; and a general covenant on the part of the tenant to pay all taxes will deprive him of his right to deduct the land tax. By 5 & 6 Vict. c. 35, sec. 60, Rule iv. 9, occupiers, paying the duty of 7*d.* in the pound, on the annual value of land, &c., may deduct it from their rent,

and the landlords shall allow the deduction, under a penalty of 50*l.*; and *no covenant to the contrary is permitted.* Landlord must allow it under a penalty.

The gross rent of any property and the amount of deductions and allowances being ascertained, it becomes an easy matter of calculation to find what sum must be given for the purchase of it, in order to realize any given rate of interest<sup>3</sup>. From the amount of purchase money so ascertained, there is but one deduction to be made, namely, the expense of obtaining a conveyance of the property. I am sorry that, although I have seen much practice in conveyancing, I can give but a very vague idea of what that expense would probably amount to; it bears but little proportion to the amount of the purchase-money. It is quite possible that the legitimate charges of a solicitor for the conveyance of a piece of land of the value of 50*l.*, may amount to more than the purchase-money, and that his fees would not be so much for conveying an estate of twenty times that value. The costs incurred depend mainly upon the state of the title to be investigated, and the inclination of the vendor or his solicitor to impose obstacles, or to remove them. Some idea might be formed from a perusal of the conditions of sale, in the case of a purchase at an auction, as they would disclose the state of the title, and state what expenses the purchaser would have to bear. The vendor's solicitor could give information of the probable amount of the expense of conveying. Until very recently, a large item in the cost of conveyances was the amount of stamp duty imposed on them. By a recent enact-

Expense of conveyance the only deduction from gross amount of purchase money.

Expense of conveyance not proportionate to value of property.

Circumstances on which the cost of the conveyance depends.

The stamp duties now uniform at 10*s.* per 100*l.*

<sup>3</sup> To facilitate this calculation reference may be made to Table X.



In small purchases solicitor should not incur heavy expenses.

Solicitors' charges ought not to exceed 5l. per cent.

Sometimes they will not amount to 2l. per cent.

Costs of conveyance increase in inverse ratio to value of property.

ment the duties on conveyances have been equalized, and are now chargeable at the rate of 10*s.* for every 100*l.* of the purchase-money. As I have before stated, a purchaser of a small piece of land worth 50*l.* may be put to an expense of 50*l.* in obtaining a conveyance of it; but his solicitor will, in cases involving so small an amount of value, exercise a wise discretion in not being too particular to obtain a perfect title, and in not incurring, in any way, expenses which the smallness of the value of the property purchased will not warrant. A solicitor who acts honorably, and with due regard for his client, will, in the very great majority of cases, so manage that his own fees will not exceed 8*l.* or 9*l.*, in cases where the purchase-money is not more than 100*l.*; and will not, in other cases, usually exceed 5*l.* per cent. on the amount invested. Where the purchase-money is large, that is, above 1000*l.*, the costs of the conveyance will not often amount to such a per centage, however strict the purchaser's solicitor may be in requiring the deduction of a good title, and in making his client's purchase as secure as the circumstances of the case will admit. Sometimes they will not amount to 2*l.* per cent. on the purchase-money. In making the foregoing remarks, I must not be understood to mean that there is a different scale of charges where the purchase-money is 950*l.* and where it is 1050*l.*; I merely stated the sum of 1000*l.* by way of defining, though vaguely, the term *large*; I only desire to show that, usually, the costs per cent. on the purchase-money for conveying property, increase in an inverse ratio to its amount.

In making these remarks, I wish it to be distinctly understood that it is far from my desire that a solicitor should be illiberally paid for his trouble, or that

I would countenance the unprofessional habit of obtaining business by agreeing to take less than the fair charges to which a solicitor is entitled. The education of a solicitor is an expensive one, and a long course of study is necessary to enable him to transact his clients' business with safety; his charges ought, therefore, to be liberally allowed. But when, in the case of a 50*l.* purchase, he charges 20*l.*, although he may have had much trouble; or in cases where the value of the purchase is upwards of 100*l.*, his fees amount to more than 5*l.* per cent., they become extortionate and unreasonable. He must recollect the client cannot previously ascertain what they will amount to, and makes his purchase on the calculation that they will be within reasonable limits.

Solicitors' fees should be liberally allowed.

## SECTION VI.

### *On the Facility with which an Investment in the purchase of Land can be turned into Money.*

The only method of doing this is by selling, although, if the money required does not amount very nearly to the value of the estate, and the owner is not inclined to sell, his wants may be more readily satisfied, by raising money on mortgage—a subject which I shall hereafter more fully discuss. Assuming a person is anxious to sell, and the purchaser throws no obstacles in the way of settlement, a month, from the time of signing the contract for sale, is amply sufficient time for the entire disposal of the business, except in extraordinary cases. I have known purchases frequently to have been completed in less than half that time, sometimes in less than a week. On the other hand, conveyances have come under my

How land must be turned into cash.

A month usually sufficient time to complete sale.

notice which have been delayed several years. Whether a person sells or mortgages, his solicitor will usually advance him money at once, should his requirements be pressing.

Having decided on selling, the owner has to form a judgment on the advisability of selling in one lot, or in several; and whether by private contract or public auction. If the estate be such a one that it cannot be conveniently divided into lots, or if a severance of part of it would greatly depreciate the value of another part, it is of course inexpedient to sell in lots; but otherwise it is generally advisable to do so; as it is evident that the smaller in value any estate, or part of an estate is, the more persons will be enabled to purchase it, and there will be a greater probability of competition. It must, however, be recollected, that a vendor's expenses will be considerably increased with the number of different purchasers his solicitor will have to deal with. His solicitor will be able to explain to him the probable difference in the expense of selling an estate in one lot, and in several lots.

Generally expedient to sell in lots.

More expensive to sell in lots than all together.

More advisable to sell by public auction than private contract.

Generally speaking it is more advisable to dispose of property by public auction than by private contract, because greater publicity is given of the desire of selling; and the excitement, produced at a public auction, causes persons frequently to bid more liberally than under other circumstances they might be disposed to do. And even, if no sale be effected at an auction, the biddings will enable the proprietor of the estate to form an accurate notion of its market value. At a sale by public auction any defects in the title can be more conveniently guarded against in the conditions of sale than in a contract privately entered into between two parties, and usually drawn up

in haste, without any allusion to flaws in the title: the existence of such flaws, when not guarded against, not only causes the vendor great inconvenience and expense, but if, as is frequently the case, he is unable to remove them, the purchaser, while he has the option of dispensing with their removal, which he would probably do when his bargain was a good one, has the power, not only of refusing to complete the purchase, if he desires not to do so, but of sustaining an action against the vendor for pretending to sell him an estate to which he could not show a good title. A sale by public auction does not now entail a very heavy expense on the vendor; the auction duty being repealed.

Flaws in the title, when not guarded against, may cause vendor much inconvenience and expense.

## SECTION VII.

### *On the Facility with which Rent can be Recovered.*

In letting an estate it is always advisable to have the terms of the letting, and the amount of rent, with the days on which it should be paid, stated in writing; and where the letting is for a longer term than three years, it is required by law.

Terms of letting an estate should be reduced to writing.

In cases of cottages, it is not worth while to have an agreement in writing; as the more usual, and advisable course is, to let such property by a weekly hiring; for then the tenant can be turned out at a week's notice, while, where the rent is payable only every quarter, a year may elapse before any undesirable tenant can be ejected.

Except in cases of cottages which should be let by the week.

The law has given a landlord extraordinary powers for the recovery of rent. On any day, subsequently to the rent becoming due, he may enter on the pre-

Landlord has unusual powers for recovering rent.

Landlord may distrain any goods on premises.

Except in one or two instances.

Landlord may follow goods removed to avoid distress.

Six years' arrears of rent may be recovered.

Landlord should not permit rent to get more than one year in arrear.

mises after sunrise, and before sunset, and take possession of sufficient goods to cover the amount of rent due ; and it matters not whether the goods taken belong to the tenant, a lodger, friend, stranger, or other person. It is sufficient for the landlord that they are on the demised premises. After having had possession of them for five days, he may sell them ; and out of the proceeds of the sale retain the amount of rent due, as well as the expense he has been put to in making the distress : but goods, which happen to be on the tenant's premises in the way of his trade, as cloth sent to a tailor's to be made up, are not distrainable : nor are goods, which have been taken in execution, subject to distress while they are in the hands of the sheriff's officer ; but, in such a case, the execution creditor, or rather the sheriff's officer, who acts for him, must, on the landlord's demand, give him one year's rent in full, if it be due at the time of the seizure. And where, *after* rent has become due, goods are clandestinely removed by the tenant, for the purpose of defrauding the landlord, he may, within thirty days after their removal, follow such goods, and take them wherever they can be found ; except they happen to be in the possession of a person who has purchased them *bonâ fide* for a valuable consideration, and without being aware of the fraud.

Six years' arrear of rent is all that can be recovered ; but of course no landlord would permit his tenant to get into arrear for so long a period. While sufficient goods remain on the premises the landlord is always secure of one year's rent ; and it will not be prudent for him to permit his tenant to get more than one year in arrear. Where there are no goods on the premises, or not sufficient to satisfy the land-

lord, and the tenant refuses to pay rent, the only method of compelling him is by bringing an action for the amount.

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To prevent repetition I may here state, that the subjects of the preceding sections, except where specially confined to their meaning, apply *generally* to all species of property.

## CHAPTER III.

ON INVESTING IN THE PURCHASE OF COPYHOLD  
PROPERTY.

On copyhold property. No general idea can be given of the relative value of copyhold and freehold property; as it varies considerably under different circumstances. The following remarks will, it is hoped, be of service to any person who contemplates purchasing copyhold estates.

Chief charge on it is the lord's fine. The chief charge on this species of property is the fine payable to the lord of the manor, on a person's becoming the possessor of the property, either by purchase or otherwise: it is always payable by the purchaser of an estate. It is either certain, or arbitrary: in the former case, it is seldom a very heavy tax, and it can easily be ascertained, on application to the steward of the manor: in bills announcing a sale, it is usually stated under the description of the property to which it relates. Where the fine is arbitrary, the lord is entitled to the payment of two years' improved value of the property, after deducting quit rents, but not any taxes or other charges. The fine is arbitrary, unless there is a custom in the manor to the contrary. When the fine is certain, it is usually a particular sum for every acre of land, or for each house, and may therefore be readily ascertained.

It is paid by purchaser. Fine certain, not heavy.

Arbitrary fine equal to two years' value.

Steward's fees another charge.

Another charge on copyhold property is, the fees payable to the steward for entering the new owner's

name on the court books of the manor, &c. These fees, unlike the fine payable to the lord, bear but little proportion to the value of the property; in ordinary cases, they seldom amount to more than four or five guineas: although they may be exorbitant, the copyholder will find difficulty in resisting the payment of them. It sometimes happens, that an estate lies in different manors, and then the steward's fees will be payable in respect of each. The charges of the purchaser's solicitor for investigating the title, and preparing the conveyance, or, as it is technically called, the *surrender*, are usually less than where the property is freehold, as the title to copyhold estates is generally more clear, it being deducible from the court books.

Copyholder cannot well resist payment of them.

Payable for each manor.

Charges for conveyance of copyhold usually less than for freehold.

If there be no custom to the contrary, and there seldom is one, a copyholder has no right to cut away trees on the estate he has purchased, except with the concurrence of the lord of the manor: nor has the lord a right to do so, in the absence of any custom to authorize him. There is frequently a custom permitting a copyholder to cut trees for the repairs of any part of the copyhold property, but for that purpose only. If trees are once separated from the soil, they belong to the lord of the manor, even though he has caused them to be felled, in which event however he is liable to an action at the suit of the copyholder, unless his act is authorized by custom: if they are blown down, they belong to the lord. Although neither the lord, nor the copyholder, are entitled to the trees, either of them can maintain an action against any person who has caused them to be felled without proper authority. From the preceding remarks a purchaser of a copyhold estate will observe,

Copyholder may not cut trees.

Nor the lord.

Trees when felled or blown down belong to the lord.

Purchaser of copyholds must object to take tim-



ber at a valuation, unless there be a custom.

he must object to take the timber on the estate at a valuation, unless any special custom give him a right to fell it.

Neither lord nor copyholder may open mines.

Unless by custom, neither the lord of a manor, nor the copyholder, can open mines, or quarries, without the consent of the other.

Copyholder cannot lease for more than one year without custom, or a licence from the lord. If he do so, property is forfeited.

If there be no custom to enable a copyholder to lease his copyhold estate, for more than one year, he cannot do so, unless he obtain a licence for that purpose from the lord of the manor, who may capriciously refuse to give it; and if a copyholder, without such a licence, and in the absence of an enabling custom, were to let his land even orally for more than a year, the estate would become absolutely forfeited to the lord of the manor. In such a case, the usual practice is for the copyholder to grant a lease for one year, and so on from year to year, provided the same can be done without forfeiture: but it seems questionable, if any form of words, which would effectually bind a lessee for more than one year, would not incur a forfeiture of the estate. A lessee cannot, however, take advantage of the copyholder's having granted a lease for more than a year, without a custom, or a licence from the lord: the only person who can do so is the lord of the manor.

Usual practice in such a case.

The lord of the manor only can take advantage of copyholder's doing so.

Copyholder may not pull down buildings.

A copyholder is not permitted to deteriorate the value of an estate by pulling down houses, barns, or other buildings, even though he may have erected them; and he is bound to keep them in repair.

Heriot custom.

The most obnoxious custom appertaining to copyhold property, is that by which the lord of a manor is entitled to a heriot, or the best beast or chattel belonging to a deceased copyhold tenant at the time of his death. This custom prevails chiefly, I believe,

in Sussex and the adjoining counties. The heriot bears no proportion to the value of the property; and it may therefore so happen that, in respect of copyhold property of no more value than 20*l.* or 30*l.*, a valuable race-horse, a jewel, or even a much-prized family picture, may become the property of the lord of the manor; and the copyholder cannot compel the lord to dispose of his heriot for any sum of money.

Heriot bears no proportion to value of property.

Copyhold property, where the fine is two years' value, is, as a general rule, stated to be worth five years' purchase less than if it were freehold. But this is too vague a rule to guide a purchaser in ascertaining what price he should give. As before mentioned, the depreciation caused to copyhold property by its being subject to heriot custom, cannot be ascertained; and unless the purchaser can make some agreement with the lord of the manor for the payment to him of a sum of money, in lieu of his seizing a heriot, a person desirous of purchasing should reflect before becoming a copyholder, and rendering himself, or rather his representatives, liable to so barbarous a custom. A vendor of copyhold property, and, indeed, every copyholder in a manor authorizing the seizure of a heriot, whether he contemplates selling or not, should endeavour to compound with the lord for the render of a heriot.

Value of copyhold property generally.

Copyholder should compound with the lord of the manor for heriot.

The depreciation in value caused by the other liabilities before alluded to, as appertaining to copyhold property, except the payment of fines and fees, will depend very much on the nature of the estate. If there be no wood, the copyholder's inability to fell it will be of little importance; if there be no houses or buildings on the estate, the obligation of the copyholder to repair can, of course, only attach

Effect of copyhold customs on value of property varies with the nature of the estate.

to such as he may choose to erect ; if the purchaser do not buy the estate with the intention of searching for minerals, he will suffer but little detriment by being prohibited from opening mines. The disadvantage consequent on the copyholder's inability to grant a lease for a longer period than a year, without the consent of the lord of the manor, will seldom be felt, as the lord scarcely ever withholds his licence ; to obtain which, however, an expense of about a couple of guineas will be incurred. The chief charge upon copyhold property—namely, the payment of fines to the lord of the manor, and fees to the steward—is, in some degree, capable of calculation, as I shall endeavour to explain in a subsequent part of this work.

Fines and fees may be calculated.

## CHAPTER IV.

## ON LIFE ESTATES.

A LIFE estate is an estate which a person possesses either during his own life or the life of another person. The owner of such an estate has no right to cut timber, unless for repairs ; to plough up ancient pasture land ; to open mines, or do any act which would prejudice the interest of the person entitled to the estate after the life-tenant's death, who is technically called the remainder-man or reversioner ; the life-tenant has, in fact, but a passing interest in the property.

Life estates.

Life-tenant must not prejudice interests of reversioner.

Nothing is more uncertain than life ; and therefore a purchaser of a life estate may lose it, and the purchase-money also, as soon as he has contracted to buy it, even before any conveyance of it is made ; for, as it is a principle of the court of equity, that what is agreed to be done is looked upon as done, the purchaser is considered the owner of the life estate immediately upon the execution of the agreement for sale, after which he must bear the loss occasioned by the death of the life-tenant, and notwithstanding it, he will be compelled to pay any portion of the purchase-money which may have been left unpaid. Any person having an interest in an estate determinable with the life of a given person, would generally act with prudence in insuring the payment of a sum equal to the value of such interest, on its

Loss occasioned by the death of life-tenant, after agreement to purchase, but before conveyance, must be borne by purchaser.

**Purchaser of life estate without insurance should obtain vendor's undertaking to insure.** termination by the decease of the life-tenant. And if a purchaser buy a life estate without an insurance on the life of the life-tenant, he ought to insert in the agreement for purchase, a stipulation on behalf of the vendor, that the vendor will, within a certain period, cause such an insurance to be effected in a respectable office, at the rate of premium usually charged on a healthy life of the same age of the life-tenant ; and that, unless that is done within the specified time, the contract should be rescinded. For, otherwise, it might so happen that, on account of the life-tenant being diseased, his life might not be insurable, except at very high rates of premium ; and, indeed, so usual is it to sell an insurance on the life-tenant's life with the life estate, that the absence of such an insurance would naturally lead one to such a conclusion.

**Absence of policy of insurance creates suspicion that life is not insurable.**

**Principle on which life insurance tables are calculated.**

**Premiums on life assurances based on Northampton Tables.**

The value of a life interest can be readily ascertained on reference to the Tables VI. and VII., at the end of this work. They are based upon observations of the expectation of life taken by *M. Deparcieux*, and at *Carlisle*, and they vary but slightly. They are calculated upon the principle of allowing a purchaser a given rate of interest ; and as much more as (assuming the surplus to increase in value at the same rate) will return the purchase-money when the annuity or life estate ceases. If the owner of a life estate desires to insure the repayment of his purchase-money, whenever the person for whose life he holds the estate dies, he must insure that person's life : in that case he will not afford to give so much for the life estate as the sums stated in the tables alluded to, because life assurance societies generally use the *Northampton Tables* in calculating their

annual premiums, which are considerably larger than they would be, if arranged on the Carlisle Tables; the observations taken at Carlisle giving a person, in some instances, as much as ten years more to live than those taken at Northampton: in point of fact, the Northampton Tables are erroneous. According to the Carlisle Tables the value of an annuity of 100*l.* a year, at 4*l.* per cent., during the life of a person aged twenty-nine, is 1699*l.* 14*s.*, and according to those of M. Deparcieux, 1694*l.*; while, according to a calculation based on the tables of an insurance society, it is only 1593*l.* 12*s.* 6*d.*

In a subsequent part of this work I have entered into a calculation for ascertaining the value of a life interest.

## CHAPTER V.

## ON REVERSIONARY INTERESTS.

Reversionary property.

Varies in value.

Reversionary interest in land a safe security.

Reversionary property usually vested in trustees.

THE value of reversionary interests now claims our attention. This kind of property is that in which the proprietor has no present beneficial interest, but of which he becomes possessed at a future time. Reversionary interests vary very much in value. In some cases the owners of such property are entitled to it on the happening of a certain event, without the assistance or intervention of trustees or other persons ; such reversionary interests are, *cæteris paribus*, more valuable than others : a reversionary property in land is of such kind, and where the title to the estate is good, it is sure to come into possession at the termination of the existing estate : nothing the owner of the life estate, or other limited interest, can do will prejudice the reversionary interest, not even, as we have seen, his acquiescence in the possession of a stranger for half a century <sup>5</sup>.

But in most instances reversionary property is nominally vested in the hands of trustees, without whose concurrence it cannot be obtained ; and if they from any cause choose to withhold their assent, and remain altogether inactive, the only method of realizing the property is by an application to the Court of Chancery, which might perhaps be induced to visit an obstinate trustee with part, if not all, of

<sup>5</sup> See ante, p. 19.

the expense occasioned by his nonfulfilment of the duty devolved upon him; but it could not prevent the owner of the trust property from incurring considerable delay and much expense.

Many reversionary interests depend, in point of security, mainly upon the honesty of the trustees; and, in considering this element, it must be remembered, that although the trustees for the time being might be highly honourable and respectable men, they might die, or decline to act, or become incapable of doing so, and other trustees might be appointed, on whose respectability no reliance could be placed.

Security of reversionary interests depends on honesty of trustees.

Trustees may die and dishonest men be chosen to supply their places.

An estate is frequently directed by will, and otherwise, to be sold by certain trustees on the happening of a particular event, as, for instance, on the death of a certain individual, and the proceeds of such sale are directed to be divided between particular persons: in all properly drawn instruments, it is usual to provide that, in such cases, the receipt of the trustees shall exonerate the purchaser of the trust estate from being obliged to see that his purchase-money is applied according to the trusts of the will, an obligation which otherwise would, in many cases, attach to him; and, where there is such a provision, the persons entitled to the proceeds of the sale have no security for their money, other than the personal security of the trustees, who might decamp with the purchase-money as soon as they received it, and probably escape altogether before the interested parties became aware of their fraud.

Case stated in which reversionary property depends upon the honesty of the trustees.

Reversionary property in government stock form a safer investment than many similar interests, because the owner of such property is enabled, at an expense of four or five guineas, to restrain the transfer of the stock, by means of a writ of *distringas*

Reversionary interests in stock may be made safer by *distringas*.



served on the Bank of England. This process does not indeed obviate all the objections to reversionary property; but it manifestly renders it less insecure: it is strange that so simple, and inexpensive a process, is not more frequently adopted.

Reversion of married woman in personalty cannot be sold.

The reversionary interest of a *married woman* in *personal* property, cannot be disposed of so as to bind her in the event of her surviving her husband: for example, suppose Mary Jones, a married woman, is entitled to a legacy on the death of her mother, and she and her husband join in disposing of her interest: in the event of her surviving her husband, she is still legally entitled to the legacy, although her husband has sold it for its full value, and she has concurred in the sale: but if her husband survive her, the purchaser will be entitled to recover the legacy; if, therefore, any one be desirous of purchasing the reversionary interest of a married woman in *personal* property, he should effect an insurance to the amount of his purchase money, in the event of the husband dying in the lifetime of his wife.

Purchaser of a wife's reversionary interest in personalty should insure her husband's life.

Inadequacy of price will upset a sale of reversionary property.

As persons selling reversionary interests are usually in necessitous circumstances, a very anxious protection is extended to them by the courts of equity, and inadequacy of price, without any other element of fraud, has been deemed a sufficient reason to induce a Court of Chancery to upset a sale of reversionary property. The disposition by the heir of a family of an expectancy in that family is looked upon with unusual suspicion for two reasons: one, which is common to all dispositions of reversionary property, is, that it opens a door to taking undue advantage of an heir being in distressed circumstances; this may perhaps be deemed a private reason: the other, which is founded on public policy,

is, that an heir may be prevented from shaking off his father's authority, and feeding his extravagances by disposing of the family estate. Every case of the sale of reversionary property must, however, depend on its own circumstances: the courts do not profess to lay down any particular rules, lest devices should be framed to evade them. Sir John Leach, in a late case, held that the principle of annulling the disposition of reversionary property on account of inadequacy of price, did not extend to *bonâ fide* sales by auction; as a sale by auction is evidence of the market price. It cannot be stated *what* inadequacy of price will induce a court to set aside a sale of a reversionary interest. The courts at one time seemed to consider, that a less sum than that at which an actuary, calculating according to the ordinary tables of calculation, would fix as the value of a reversionary interest ought not to be given for it; but it is not now required, that it should obtain such a price. In a case, which was tried in the year 1825, before Chief Baron Alexander, he refused to set aside a private sale of a reversionary interest, although Mr. Morgan the actuary, allowing 5*l.* per cent. interest, calculated its value at 928*l.* 7*s.*, and the price paid was only 630*l.*, rather more than two-thirds of the calculated value. He observed that in the case before him the price agreed on, and actually paid, was in his opinion the utmost that, according to every human probability, could have been obtained. He did not dispute Mr. Morgan's valuation, but observed, that the price fixed by an actuary could never be procured in fact: the price was the arithmetical value: no man would part with his ready money, and all the advantages which the

Every case depends on its own circumstances.

Sale by auction good, though price inadequate.

What inadequacy of price sufficient to upset sale.

Case where much more than 5*l.* per cent. interest was allowed to be made.

Chief Baron Alexander's observations on the subject.

Lord Lyndhurst's decree upon the subject.

power over it confers, in exchange for a future interest without some compensation beyond the dry arithmetical value of it. To set this bargain aside, he continued, would be, in effect, to decree that no valid bargain for a reversion could be made, except by auction. The principle laid down by Sir William Alexander, was seven years afterwards followed by Lord Lyndhurst. In the case before his Lordship, it appeared a reversionary interest was sold for 550*l.* : the seller of the property proved by the evidence of two experienced actuaries, Mr. Morgan and Mr. Ansell, that allowing 5*l.* per cent. interest, it was then worth 744*l.*, or thereabouts, Mr. Morgan valuing it at 748*l.*, and Mr. Ansell at 740*l.* : the purchaser produced two auctioneers of experience, Mr. Fairbrother, who estimated its value at 463*l.*, and Mr. Abbott, who said it was not worth more than 437*l.* Lord Lyndhurst considered the average of the four valuations as the true value of the property, and that average being 597*l.*, or 47*l.* only more than the sum contracted to be paid, the sale was confirmed. There are some kinds of reversionary interests, dependent upon contingencies, which do not admit of calculation : but it must not therefore be understood that, because there is a contingency, which is not strictly the subject of *calculation*, a purchaser can sustain a purchase made for a sum considerably under the *estimated* value.

Person setting sale aside must repay the purchase-money with interest and costs.

When a sale is set aside on account of inadequacy of price, the person seeking to do so, will have to pay the purchaser his principal and interest, and even his expenses ; and the conveyance of the property will stand as a security for those payments : but *compound* interest will not be allowed, how-

ever long the purchaser has been kept out of his money.

In making calculations of the value of reversionary interests, regard should be paid to the probable value of the property, at the time of its coming into possession, not to its value at the time the purchase is made.

Probable future value of reversionary property should be the basis of calculation.

## CHAPTER VI.

## ON LEASEHOLD PROPERTY.

- On leases.** THE only leasehold properties, which are usually the subject of purchase, are building leases, and renewable leases, which latter ones are generally granted only by ecclesiastical and eleemosynary corporations.
- Leases depend upon two titles.** Leases of all kinds, it must be remembered, depend upon two titles, namely, the title of the lessee, and the title of the landlord, who originally granted the lease; for it is evident that, if the landlord had himself no title to the property, he could confer none on the lessee.
- Purchasers generally prohibited from requiring proof of landlord's title.** Purchasers of leasehold property are generally not debarred from requiring the lessee's title to be proved; but they are generally required to take that of the landlord for granted: and although they must necessarily run some risk in doing so, the lessee is seldom in practice evicted on account of a flaw in the landlord's title; and if he be, he usually has a remedy by an action of covenant against the landlord, or his representative, who in most cases is a responsible person.
- But seldom prejudiced thereby.**
- Building leases.** Building leases are originally leases of small plots of land, on which the lessee undertakes to build: they are generally made for a period of ninety-nine years; and, by the covenants contained in them, the lessee for the time being is bound to pay the landlord a certain annual rent, called a ground rent; to pay and discharge all kinds of rates, taxes, charges, and impositions, which shall be charged, or assessed, on
- Covenants entered into by lessee.**

the property ; to keep the premises in good and tenantable repair, and in such a state of repair to deliver them up to the landlord at the end of the term, together with any fixtures that may have been erected thereon : and it is usual for the lessee to undertake to insure the premises to a stipulated amount, and to keep them so insured during the continuance of the term. Any purchaser of the lease of the premises would be bound by these impositions and covenants ; and, as there may be others besides those I have named, he should carefully peruse the lease, or get his solicitor to do so, *before he binds himself to accept it.*

Binding on purchaser.

Purchaser should peruse lease.

The purchaser of leasehold property must remember, that its value diminishes every year, as the termination of the lease approaches : and that there are certain charges, such as ground rent, insurance, and the cost of repairs, which he must pay, *whether the premises are let or not.* In a subsequent part of this work, a method of estimating the value of leasehold estates is given.

Leasehold property diminishes in value.

Owner must make certain payments though premises are unlet.

Leases of farms, and other property, containing covenants for renewal, sometimes come into the market. These leases usually reserve a small annual rent to the landlord, and stipulate that, shortly before their expiration, a fresh lease will be granted, containing the same covenants as the original one on payment of a fine. These covenants for renewal, as they are called, are either to renew perpetually, or for a limited period only.

Leases with covenants for renewal.

Renewable leases are granted either for two or more lives, or for a term of years : in the former instance, they are renewed on the dropping in of one or more of the lives : in the latter, at, or previously to, the expiration of the term.

Renewable leases are for lives or term of years.

Leases by ecclesiastical corporations.

Leases by ecclesiastical corporations are granted for twenty-one years, and are usually renewed every seven years; although there exists no legal right, on the tenant's part, to such renewal; and the fines payable on the renewal are in the discretion of the lessor. An act of parliament has recently passed, authorizing such ecclesiastical corporations to sell the fee simple of their leaseholds; they making due allowance for the tenant's unexpired term, and for the custom of renewal.

Covenants for perpetual renewal construed strictly.

Some nice points have occurred concerning the construction of covenants for the renewal of leases, with which a purchaser of renewable leaseholds should be acquainted. The question generally has been, whether the renewed lease is to contain a similar covenant for renewal, so giving a right of renewal for ever. The leaning of the courts is against perpetual renewals: and therefore, in order to establish this construction, the intention to renew must be unequivocally expressed, and a proviso in general terms, that the lease to be granted in pursuance of the covenant to renew, shall contain the same covenants and agreements as the original lease containing the covenant to renew, has been repeatedly held not to extend to the covenant for renewal.

Lessee should apply for new lease at the time prescribed.

The lessee of a renewable leasehold should make application for a new lease at the time prescribed in the covenant for renewal: therefore, where a covenant in a corporation lease stipulated for a renewal upon the falling in of "one life for ever," the lessee could not obtain a new lease when two lives had dropped, although he offered a compensation; and equity will not relieve a lessee from the consequences of his laches or neglect, in not applying for a renewal within the prescribed period; and even ignorance of

Otherwise it will not be granted.

the death of a *cestui que vie*, as the person is called, for whose life the lease is granted, is not a valid excuse for neglecting to renew. Ignorance of the time having arrived no excuse.

An explanation of the value of renewable leaseholds will be found at page 125.



## CHAPTER VII.

## ON GROUND RENTS.

Ground rents a safe investment.

Owner of ground rent may distrain.

And also maintain an action against lessee for the time being, as well as original lessee, or his representatives.

Ground rent must be paid if premises are destroyed, unless there be a special exemption.

Insurance money must be expended in rebuilding premises within Bills of Mortality;

GROUND rents form a safe investment for capital. They are usually disposed of so as to pay a purchaser about  $4\frac{1}{2}l.$  per cent. per annum interest. The purchaser who takes a transfer of the ground landlord's interest in the premises for the time during which the lease has to run, has power to distrain on the premises for payment of his ground rent. The great security which such a power confers has been explained in a former part of this work<sup>1</sup>. If the transfer deed contain, as it ought to do, a power of attorney from the original lessor, so that the purchaser of a ground rent may have all the remedies which he could have exercised, the purchaser, in addition to his power to distrain, will be in a situation to maintain an action for his ground rent, not only against the lessee of the premises for the time being, but also against the *original lessee*, or his executors or administrators, notwithstanding he may have disposed of his interest in the property. If the premises upon which the ground rent is charged, are destroyed by fire, or otherwise, the liability on the lessee to pay ground rent will continue, unless in the lease there is a provision, specially exempting him in such an event. The premises are generally required to be insured by the lessee: if they be not

<sup>1</sup> See ante, p. 35.

situated within the bills of mortality, the lessee cannot be compelled to expend any money he may receive from an insurance office in rebuilding, unless there is an express arrangement to that effect; but where the premises are located within the bills of mortality, they come within the operation of the Building Act, 14 Geo. III. cap. 78, by the provisions of which, a landlord may require the money received from an insurance office to be laid out in rebuilding, although there may be no covenant to that effect.

but not elsewhere, except by special provision.

The directions given for calculating the value of property enduring for a term of years only, will enable a purchaser to estimate the sum to be given for a ground rent, which will be a *clear* annual sum to be paid to him until the expiration of the lease: if, in addition to the ground rent, the purchaser buy the landlord's reversion in the premises, there must be added to the value of the ground rent, the value of the reversion: to facilitate the calculation of which, see the remarks at page 121.

Ground rent a clear annual sum.

## CHAPTER VIII.

## ON LORDSHIPS OF MANORS.

Lordships of manors seldom come into the market.

Principal income is from fines, which are easily recoverable.

**LORDSHIPS** of manors seldom come into the market unless connected with an estate.

The principal income accruing to the lord of a manor is derived from the payment of fines, due on the admission of copyhold tenants. These fines are always easily recoverable, when due, as the lord need not admit a tenant, until they are paid ; and, if the person entitled to admission refuses to be admitted, the lord may seize the copyhold land into his own hands, until its owner chooses to be admitted, in which event the lord will have an opportunity of paying himself the accustomed fines out of the rents and profits of the land,

The fines are generally at least nine-tenths of the profits of a manor.

Fines not readily to be calculated.

Fine payable every thirteen years.

As observed in a former part of this work, fines on the admission of copyhold tenants are payable, in consequence either of the death of a tenant, or of his disposal of his copyhold property to another person. If the fines were payable only on the death of the tenant, or rather on the admission of his heir, or devisee, they might be readily calculated : but the value of the other contingency, which depends chiefly on the disposition and circumstances of the tenant, scarcely admits of estimation. From an examination of the court rolls of different manors, it appears, that on an average a fine becomes payable in respect of

the same property, about every thirteen years. Where the fine is fixed, it is usually a small sum for every acre, or every tenement : where it is arbitrary, it is fixed at two years' improved value of the property. The calculation of the value of the fines must be made, by estimating the probable number of years which will elapse before a fine will become due in respect of the property of each tenant ; and by ascertaining the value of the fine which will be payable then, and at the end of every subsequent thirteen years : the older the tenant is, the sooner will the fine probably become payable ; but in no case should it be calculated as postponed for a longer period than thirteen years.

How much it is.

How value of them must be estimated.

An attempt is made in a subsequent part<sup>1</sup> of this work to estimate the value of copyhold fines.

There are elements in the value of the lordship of a manor, which do not admit of calculation, as they do not partake of a pecuniary character, as, for instance, the right of patronage to appoint the steward. The other incidents of a manor are fully discussed in the chapter on copyhold property.

Elements in the value of a lordship of a manor not admitting of calculation.

<sup>1</sup> See p. 117.

## CHAPTER IX.

## ON TITHES.

**Tithes commuted to rent-charges.** IN pursuance of an act of parliament passed in the year 1836, all tithes have been commuted into rent-charges. Many of these rent-charges belong to persons unconnected with the church, and are the subject of sale and purchase: the owners of such rent-charges are called lay impropiators. Rent-charges in lieu of tithes are so well secured, that they form valuable investments. They are payable on the 1st of January, and the 1st of July, in every year; and, in the event of the rent-charge being unpaid for twenty-one days next after any half-yearly day of payment, and the person entitled to receive it, having given, or left, ten days' notice in writing at the usual, or last known, residence of the tenant in possession of the property, in respect of which the rent-charge is payable, the owner of the rent-charge may distrain upon all, or any portion of, the lands so liable for the arrears, and dispose of the distress as in the case of a common distress by a landlord for rent: but it is expressly provided, that not more than two years arrears shall be recoverable by distress; consequently the owner of the rent-charge will be careful to prevent a longer arrear from becoming due.

**Rent-charges safe investments.**

**When payable. How recoverable.**

**Only two years' arrears recoverable.**

**Tithe-owner may have possession of land.**

In the event of there being no sufficient distress on the premises, and the rent-charge remaining unpaid for forty days next after any half-yearly day of pay-

ment, the owner of the rent-charge will, by virtue of the 82nd section of the Tithe Commutation Act, be put into possession of the land out of which the rent-charge issues, to keep possession of it, until the arrears of rent-charge found to be due, together with the expenses incurred, and the cost of cultivating and keeping possession of the land, shall be fully paid : but in this case also no more than two years' arrears of rent-charge can be recovered. In the event of the tithe owner taking possession of the land, under the before mentioned authority, he must keep an account of the receipts, and payments, in respect of the property.

If he take possession he must keep account of receipts and payments.

The sum payable to the tithe owner, or, more properly speaking, the impropiator of the rent-charge, varies every year : it is regulated by the rise and fall of the prices of wheat, barley, and oats. The sum at which the tithes are commuted, is that ascertained by the Tithe Commissioners from the average prices of wheat, barley, and oats, for the seven years previously to the year 1835. The sum payable to the tithe owner depends on the average price of wheat, barley, and oats for the *seven* years preceding the year for which the rent-charge is required to be ascertained : for instance, the tithe rent-charge payable in July 1850, and January 1851, will depend on the average price of wheat, barley, and oats, during the years, from 1843 to 1849 inclusive. The averages for the seven preceding years are inserted early in every January in the *London Gazette*, as well as the averages for the seven years preceding 1835.

Tithe rent-charge varies every year ; with the price of wheat, barley, and oats.

Averages inserted every January in *London Gazette*.

The sum payable to the tithe owner, since the tithes have been commuted, has been generally rather

more than the sums at which they have been respectively commuted <sup>1</sup>.

The method of calculating the rent-charge is somewhat complicated. I will endeavour to explain it subsequently <sup>2</sup>.

Only approximate calculations of the value of rent-charges can be made.

As we cannot tell the price of corn for years to come, it is not possible to calculate with certainty the income which will be derived from rent-charges, in lieu of tithes: calculations can however be made, which will be found to approximate to the truth.

The probable value of rent-charges, in lieu of tithes, is given at page 129.

			£	s.	d.
<sup>1</sup>	For the year 1837,	100%.	rent-charge	was worth	98 13 9 $\frac{3}{4}$
	”	1838	”	”	97 7 11
	”	1839	”	”	95 7 9
	”	1840	”	”	98 15 9 $\frac{1}{2}$
	”	1841	”	”	102 12 5 $\frac{1}{2}$
	”	1842	”	”	105 8 2 $\frac{3}{4}$
	”	1843	”	”	105 12 2 $\frac{1}{2}$
	”	1844	”	”	104 3 5 $\frac{1}{4}$
	”	1845	”	”	103 17 11 $\frac{1}{2}$
	”	1846	”	”	102 17 8 $\frac{3}{4}$
	”	1847	”	”	99 18 10 $\frac{1}{2}$
	”	1848	”	”	102 1 0
	”	1849	”	”	100 3 7 $\frac{3}{4}$

<sup>2</sup> See p. 128.

## CHAPTER X.

## ON ADVOWSONS AND NEXT PRESENTATIONS.

**AN advowson is the right of perpetually presenting a clergyman to a living, on its becoming vacant. A next presentation is, as its name implies, a right to present *once*, that is, on the *next* vacancy.**

Definition of an advowson and a next presentation.

Although advowsons and next presentations frequently become the subject of sale and purchase, the disposal of them is fettered with many conditions, which I will endeavour to explain. These conditions, or obstacles, prevent, in a great measure, the owner of the advowson, or next presentation, from receiving himself, either directly or indirectly, all, or any portion of the income attached to the living, except as incumbent of it.

Disposal of them fettered by conditions.

Owner of advowson can receive no portion of income of living.

When a person is once presented to a living, he cannot be dispossessed of it: and any bond or obligation entered into by him, even before his presentation, requiring him to resign the living, either at the request of the owner of the advowson, or at any specified time, is void, unless it come within the exceptions mentioned in the statute of 9th Geo. IV., cap. 94, which renders valid all bonds, covenants, and other assurances for the resignation of ecclesiastical preferments, in certain specified cases. The material provisions of this statute are, that the engagement between the owner of the advowson and the temporary incumbent must be *bonâ fide*: that the purpose must be manifested in the terms of the en-

Bonds of resignation void.

Except in certain cases.

Provisions to be complied with in excepted cases.



gagement, which must be entered into *before* the appointment to the living: the resignation must be in favour of any particular person, or one of two particular persons, named and described in the engagement; and that person, or, if there be two persons, each of them must be, either by blood or marriage, an uncle, son, grandson, brother, nephew, or grandnephew of the patron, or one of the patrons, not being merely a trustee; or of one of the persons for whom the patron is trustee, or of any married woman, whose husband in her right shall be patron, or one of the patrons, or of any other person in whose right the presentation is made: and the deed or writing by which the engagement is entered into, must be deposited within two calendar months of its date, in the office of the registrar of the diocese in which the benefice is locally situate: the resignation of the party presented in accordance with the provisions of such bond, or other obligation, must refer to the engagement in pursuance of which it is made, and must state the name of the person in whose favour it is made; and such person must be presented within six calendar months after notice of the resignation.

**Simony laws.** The laws against simony, or the corrupt presentation to an ecclesiastical benefice for money, were first enacted in the reign of Queen Elizabeth, by a statute<sup>1</sup>, which declares that, if any one shall for money, reward, gift, or benefit, directly or indirectly, or in consequence of any promise of money, reward, gift, or benefit, present any one to an ecclesiastical benefice, not only shall such presentation be void, but the Crown will be entitled to present for that

Penalties for  
simony.

<sup>1</sup> 31 Eliz. c. 6.

turn, and both the giver and taker of the money, reward, &c., shall each forfeit double the value of the living, and the clergyman so corruptly taking it shall be disabled from holding it. By the 8th section of the same statute, it is enacted that, if any incumbent shall corruptly resign, or exchange, any ecclesiastical benefice, or corruptly take for such resignation or exchange, directly or indirectly, any pension, money, or benefit, the giver, as well as the incumbent, shall forfeit double the value of the sum so given, one half of which is to be paid to the Crown, and the other to any informer. Other statutes impose similar penalties on a person corruptly procuring, or intending to procure, ecclesiastical preferment. The conveyance of an advowson is void, if it be made for the purpose of carrying a simoniacal contract into execution.

Conveyance of advowson for simoniacal purposes void.

The foregoing remarks will show that a person cannot, without running great risk, derive any benefit from the income of an ecclesiastical benefice, unless as the incumbent of it.

A living cannot be sold when it is vacant; and therefore, if an advowson be disposed of when the living is vacant, the next presentation will not pass; but must be made by the vendor and not by the purchaser. If the next presentation only be sold, when the church is vacant, the sale is altogether void.

If living be vacant when advowson is sold it must be filled up by vendor.

If next presentation be sold under such circumstances sale is void.

In calculating the value of advowsons and next presentations, regard must be had to the probable effect of the abolition of the corn laws in reducing the income of the living. A calculation is made elsewhere<sup>2</sup>, of the probable value of tithe-rent charges in future years: and in the second part of

<sup>2</sup> See p. 129.

this work, the method of ascertaining the value of an advowson or next presentation is shown<sup>3</sup>.

The value of advowsons varies considerably; but they may generally be purchased so as to pay the purchaser, if he present himself, about 7*l.* per cent. interest for his investment.

Investment in the purchase of next presentation liable to be lost.

The purchaser of a next presentation for the purpose of investment only, to sell again, and not with the view of presenting any particular individual, is liable to have his property at once rendered valueless by the death of the incumbent, in which case the simony laws will prevent him from disposing of his interest: but where a person purchases a next presentation with a view to provide for a particular individual, he runs but little hazard of being placed in a similar predicament; for, in the event of the death of the incumbent, he nominates himself, or his friend, to the vacant benefice, and his object is attained: and in the event of the death of the only person he may choose to present to the living in the lifetime of the incumbent, he can at once dispose of his next presentation, by which he will obtain his original purchase-money, with an addition by way of compensation for loss of interest: he can, indeed, suffer a loss only in the event of the incumbent, and the person for whom the living was intended, dying at the same time—an improbable coincidence of events.

Except where made with a view to present a particular person.

Not advisable to insure incumbent's life.

In the former case, namely, in that of a person buying a next presentation merely with a view to sell it again, the purchaser can, indeed, secure himself from loss by insuring the life of the incumbent; but he will not find that course answer his purpose, as the persons most desirous of purchasing next pre-

<sup>3</sup> See p. 130.

sentations are anxious for the death of the incumbent, merely with a view of obtaining possession of the living, and might not probably be inclined to purchase the policy on his life. I need scarcely remark, that the death of an incumbent will not injuriously affect the value of an advowson, for, although the owner of it cannot indeed dispose of the living during its vacancy, he can present it to an aged clergyman, and then sell it, perhaps, at a greater price than he could have done if the original incumbent had been living.

Death of incumbent does not depreciate value of advowson.

## CHAPTER XI.

## ON POLICIES OF LIFE INSURANCE.

It is contrary to the policy of our laws, that one person should be permitted to create a pecuniary interest in the death of another, unless such interest is counterbalanced by an equal interest in his life: for this reason, and to prevent a species of gambling, which was at one time carried on to a considerable extent, laws were enacted, to make void a policy of insurance effected by one person on the life of another, unless the insurer has a pecuniary interest in the life of the person insured. A creditor has an insurable interest in the life of his debtor to the extent of the debt: but if the debt be discharged, the policy becomes void. Every person is considered to have a pecuniary interest in his own life, and can therefore effect a valid insurance on it to any amount: but if he should put an end to his life, or die by the hand of the law, the insurance will be void in the hands of his executors, notwithstanding there may be a provision to the contrary contained in the policy. It is not necessary that a purchaser, or assignee of a policy, should have any interest in the life of the person whose life is insured; and therefore a person may insure his own life, and transfer it immediately to any one he pleases: and where a life is insured as a security for the payment of money, although it is competent, as we have seen, for the creditor to insure his debtor's life to that amount, it

One person not permitted to insure another's life except in a particular instance.

Policy void if insurer commit suicide.

Purchaser of policy not required to have an interest in the life of person insured.

Debtor should insure his own life and transfer to creditor.

is desirable that the debtor should insure his own life, and transfer the insurance to the creditor ; because, in the one case, the policy is dependent on the existence of the debt, while, in the other, it becomes a valuable property, notwithstanding the payment of the debt. The strict law, to which I have adverted, is not usually taken advantage of by assurance offices, who generally pay the sums insured, without inquiry into the extent of the interest of the party who insured, in the life on which the insurance has been effected.

Insurance offices do not take advantage of the law.

A calculation of the value of policies of life insurance is given in a subsequent chapter <sup>4</sup>.

<sup>4</sup> See p. 131.

## CHAPTER XII.

## ON THE REDEMPTION OF LAND TAX.

Redemption  
of land-tax.

THE redemption of land tax sometimes becomes a profitable investment.

The land tax was first imposed in the reign of William and Mary, by an act, which authorized the annual levy of a rate of four shillings in the pound on the full yearly value of land, hereditaments and tenements, offices and pensions: it also imposed a rate of twenty-four shillings per 100*l.* on personal property, but this rate was seldom levied, and was repealed in 1833. The land tax was made perpetual by an act of parliament passed in 1798, by which commissioners were appointed to fix the quota of land tax, to be raised from each parish or district.

Terms upon  
which land-  
tax may be  
redeemed.

About the same time power was given to each person of redeeming the land tax chargeable on his estate, upon the terms of paying such a sum for the land tax, to be redeemed, as would replace the same amount of income in government stock, together with 10*l.* per cent., over and above<sup>5</sup>.

Manner of  
raising land-  
tax.

A certain sum is to be raised by each parish, and the owners of property subject to land tax in each

<sup>5</sup> For example, if an estate be assessed to pay 10*l.* per annum land-tax, the sum to be paid for redemption will be such an amount as will, if invested in stock, annually produce 10*l.*, and 10*l.* per cent., or 11*l.*; if the price of the 3*l.* per cent. consols be 90*l.*, the sum to be paid will be 90*l.*, multiplied by 11 and divided by 3, or 330*l.*

parish, are assessed according to the value of that property : when the land tax has been redeemed on any portion of the property liable to it, the quota of the parish remains nominally the same : but credit is given on it for the portion redeemed.

Whenever a person is about to build, or to increase considerably the value of land, or other property, subject to land tax, it will be of course prudent to redeem, in order to escape being assessed on the higher valuation. And whenever property is assessed below its value, it may be expedient to take advantage of a favourable assessment, and to redeem, notwithstanding the funds are high.

When it is prudent to redeem the land-tax.

The eligibility of the investment under consideration depends upon the price of the funds, and the rate of assessment, and the probability of that rate being increased. Where the assessment is a fair one, and there is no probability of the particular estate increasing more rapidly in value than other property, contributing to the same quota of land tax, the redemption of it will pay but a small rate of interest ; unless the funds happen to be lower than they have been of late years. When the 3*l.* per cent. consols are as low as 70, such an investment, in ordinary cases, will scarcely pay 4*l.* per cent. per annum interest.

In ordinary cases redemption of land-tax pays but a small return for money invested.



## CHAPTER XIII.

## ON PARTNERSHIPS.

Partnership. **WHERE** a person is acquainted with a profession, or a trade, and has a moderate capital at command, he may frequently invest that capital to advantage in purchasing a share in an established respectable business: and, even where he has no such knowledge, he may become a dormant partner, receiving a share of the profits without being actively engaged in the concern. A copy of the *Times* seldom issues from the press, without containing an advertisement for a dormant partner, and offering unusual advantages; and not unfrequently there appear advertisements of *quasi* partnerships; that is, advertisements offering a share of the profits, and other advantages in a particular concern, without risk of the liabilities attaching to a partnership: this, in point of law, is impossible, inasmuch as the very fact of a participation in the profits of an undertaking, as a principal, and not as a mere agent, or servant, renders all the participators, partners, without any deed or agreement to that effect. And the law is the same in such a case, even although an agreement may be signed by all the parties concerned, expressly declaring that there shall be no partnership. Any partner may indeed stipulate, that in the event of his incurring any loss, he shall be indemnified by his co-partners: but he can do nothing to prejudice the rights of strangers to

Participation in profits renders the participators partners.

Though there be an agreement to the contrary.

But partners may be indemnified from losses.

the contract. A dormant partner is responsible for the engagements of the firm. As may have been gathered from the foregoing remarks, an agreement for a partnership is not required to be in writing, but may be concluded by mere words, or even inferred from the acts of the parties : but, to prevent misunderstanding, it is advisable, that the terms of a partnership should be reduced into writing, and signed by the partners.

Dormant partner liable.

No deed of partnership necessary, though advisable.

The value of a partnership varies generally from one to three years' purchase ; and it is usual, in some instances, for the person receiving the premium, to guarantee the incoming partner a certain annual income for such a time, as will repay him his premium with interest.

Value of a partnership.

Having stated how a partnership may be formed, I will shortly attempt to show the liabilities a partner incurs ; and, afterwards, the modes by which it may be dissolved.

As to the rights of third persons against a firm, it is a general rule, that each partner is the accredited agent of the rest, whether they be active, nominal, or dormant, and has authority as such to bind them either by simple contracts respecting the goods, or business of the firm ; or by negotiable instruments, circulated on its behalf to any person dealing *bonâ fide*. Although it may be agreed among the partners, that one of them shall have no authority to bind the firm, they will nevertheless be held liable, unless the party dealing with the particular partner have notice of such an arrangement. A partner cannot bind his co-partners by *deed*, that is, by a writing under seal, unless he have express authority by *deed* to do so : a partner may however execute a valid *release*. The acts by which a partner can bind his co-partners,

How far a partner can bind his co-partners.

Partner cannot bind co-partners by deed.

Binding acts must be on behalf of the firm.

PARTNERSHIPS.

CHAPTER XIII

PARTNERSHIP

... by the  
... bind his  
... debt of the  
... partners in a  
... no such authority.  
... usually provide that  
... for a stated period. If  
... the partnership is stipulated,  
... can at any time terminate it  
... Although there is a stipula-  
... will continue for a stated time, it will  
... by the bankruptcy of any one of the  
... his outlawry, or attainder for treason, or  
... the marriage of a female partner ope-  
... a dissolution, so far as she is concerned.  
... equity have exercised a power of putting  
... a partnership, where the undertaking has  
... impracticable, or one of the partners has  
... incurable lunatic, or been guilty of gross  
... concerning the partnership affairs. Of  
... the partnership can at any time be terminated  
... mutual consent, and is necessarily dissolved by  
... of one of the partners.

The liability of a retiring partner ceases on his  
dissolving the partnership, removing his name from  
the firm, and giving proper notice of the dissolution.  
If the retiring partner do not remove his name from  
the firm, he remains a partner, and is liable for  
debts contracted, and he will therefore, notwith-

does not part with his liability to Shareholder  
 liquidation of the debts and en- selling  
 shares does  
 not part with  
 liability.

on his disposing of his  
 not merely in respect of

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Till three  
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## CHAPTER XIV.

## ON JOINT-STOCK UNDERTAKINGS.

Shares in joint-stock undertakings.

**JOINT-STOCK** companies are in their nature closely allied to ordinary partnerships : shares in them frequently form a favourite, and sometimes a profitable, investment. The railway mania and panic have tended to make persons unusually cautious in embarking in such undertakings, and but few are aware of the liabilities they incur in doing so. It will be my aim, in the following pages, to explain those liabilities, and although many of the recent decisions of the several courts of justice, are scarcely reconcilable, I apprehend I shall not encounter much difficulty in doing so, to an extent sufficient for my present purpose. One important proposition, which I may venture to assert, is that in almost all the cases, in which a person invests capital in a joint-stock undertaking, which turns out to be insolvent, he must be prepared to bear his share of the liabilities incurred during his membership, in the same proportion, as he would have been entitled to participate in the profits, had the undertaking been a successful one. And in the event of the affairs of the company being wound up under the direction of the Court of Chancery, in pursuance of the provisions of the acts of parliament recently passed for facilitating the winding up of the affairs of joint-stock companies, he would likewise have to contribute, in a similar proportion, to the expenses thereby incurred.

Members of companies must bear losses in same proportion as they would have been entitled to profit.

And contribute in the same proportion to the cost of winding up.

A shareholder does not part with his liability to contribute to the liquidation of the debts and engagements of a company, on his disposing of his shares : he continues liable, not merely in respect of contracts entered into or ratified during the time he was a shareholder, but also in respect of all contracts, which, having been entered into previously to his becoming a shareholder, remained unexecuted, and upon all of which judgment was recovered while he was a shareholder <sup>6</sup>. But after a period of three years has elapsed from the time of his ceasing to be a shareholder, he is absolutely released from contribution, if his retirement has been registered at Somerset House : in a case within my knowledge, a shareholder in a joint-stock bank lost very nearly 200,000*l.* by not having registered his ceasing to be a shareholder.

Shareholder selling shares does not part with liability.

Till three years have elapsed.

At law, *each* shareholder is liable to the creditors of the company for the payment of the *whole* of the debts, to the liquidation of which I have before stated, he may be called on to contribute, but in the event of any one shareholder, being compelled by a creditor to discharge a debt, for the payment of which other shareholders were equally liable, he will be entitled to claim, from each of them, a proportionate contribution : in the probable event, therefore, of any shareholder being unable to pay, or decamping with his property, his co-shareholders, and not the creditors of the company, will have to bear the loss : it is consequently important, that a person, proposing to take shares in a joint-stock company, should make inquiry into the responsibility of those who join him in the speculation ; for if they

Each shareholder liable for the whole of the debts.

Shareholders must bear the loss of co-shareholders' inability to pay.

Persons about to take shares in a company should inquire into the responsibility of co-shareholders.

<sup>6</sup> Farrer's Contributories, p. 95.

be men of no property, they will nevertheless, on the one hand, be entitled to share proportionally with the responsible shareholders in the profits of the undertaking, if there be any; while, on the other hand, the solvent shareholders alone must discharge all the liabilities which an unsuccessful speculation may entail. The act of parliament, which regulates joint-stock banks, provides in a great measure against the intrusion of paupers among the shareholders, by enacting, that no joint-stock banking company shall commence business, until all the shares are subscribed for, and at least one half of the amount of each share paid up; but it does not hinder the subsequent transfer of shares to a pauper, and so practically rendering the solvent shareholders liable for the debts of the whole concern.

Paupers precluded from having shares in joint-stock banks.

Provisions of the "Winding-up Acts."

Almost all joint-stock companies, except railway companies *incorporated by act of parliament*, come within the provisions of the Winding-up Acts, which it may be remarked, make no alteration in the *law* respecting the rights and liabilities of shareholders: they merely deal with the *practice* of settling the claims connected with such companies; and in lieu of permitting a creditor to sue a shareholder of a company, coming within the provisions of those acts, and leaving him to sue his co-shareholders in equity for contribution, they provide at once for a rateable distribution of the debts and liabilities among all shareholders, who are liable for their discharge.

When shareholders exempted from liability and entitled to receive back deposits.

Where a scheme is not carried on in the manner proposed, not only will the subscribers to it be exempted from sharing in the expenses incurred by the directors, but they will be entitled to recover back any deposits they may have paid: but this exemption from liability to contribute will not be

allowed in favour of any subscriber who has ratified the unauthorized proceedings of the directors. It has been held in several cases, that there is a similar right to recover deposits, and to be free from liability, where the scheme undertaken has proved *abortive*. The term *abortive* is somewhat indefinite: some light may be thrown upon it by the following short extracts from Mr. Farrer's excellent *Treatise on Contributories*, embodying the principal cases, which have been decided upon the subject. Mr. Farrer says, "the general principle to be deduced from all the cases of abortive schemes may be, and indeed has been, pushed much farther than the mere holding, that in schemes either abortive, or not carried on in the manner proposed, those who are simply allottees are not liable for debts contracted in their furtherance. It has been held, that deposits paid by allottees in companies, the formation of which has never been fully completed, are recoverable from the promoters. This was established in *Nockels v. Crosby*, where a scheme for a tontine was set on foot, the money subscribed to be lent on interest. The scheme having been abandoned before operations began, it was held that the subscribers were entitled to recover the money advanced, without any deduction for the payment of expenses incurred. And the authority of this case has been, of late, continually recognized. In the celebrated case of *Walstab v. Spottiswoode*, application was made by the plaintiff for shares in a company, provisionally registered, the prospectus of which announced a proposed capital of 2,000,000*l.*, in 80,000 shares of 25*l.* each. Shares were allotted to the plaintiff, who, in pursuance of the letter of allotment, paid a deposit: only 7000 shares were allotted, and deposits paid on

Abortive schemes.

Where the company is not formed allottee may recover deposits.

Case of Nockels v. Crosby.

Walstab v. Spottiswoode.



only 4000. It being found that the scheme could not be carried out, the scrip representing the shares was never issued. No false, or fraudulent representations were relied on as having been made. An action being brought to recover the amount of the deposits, as money had and received, Pollock, C. B., in delivering the judgment of the Court of Exchequer said, "it appears to us that the application for shares, and payment of the deposit amounts to nothing, if the shares subscribed for are so few that the concern cannot proceed, and the scheme must necessarily become abortive;" and it was eventually held, in the language of Holroyd, J., in *Nockels v. Crosby*, that "the concern was never really set a-going; and the expenses, incurred in setting a scheme on foot, are not to be paid out of the concern, unless they are adopted when it is in actual operation." All the steps taken were only preparatory to carrying the project into effect, and as it never was carried into effect, the plaintiff was entitled to have back *the whole of the money* that he advanced. The same view has been taken in *Wontner v. Shairp*, by the Court of Common Pleas. This was an action for deposits paid by the plaintiff. The prospectus of the "Direct London and Exeter Railway Company" proposed a capital of 3,000,000*l.*, in 120,000 shares of 25*l.* each: it stated *inter alia* that the plans, &c., would be ready within the time prescribed by parliament, and that application would be made for a bill to incorporate the company early in the next session, "in case parliament should not sanction the present undertaking, which every active means would be taken to secure, the money deposited (deducting the necessary expenses attending the projection) will be returned to the shareholders."

Wontner v.  
Shairp.

The plaintiff applied for shares, and received a letter of allotment of sixty shares, in which the proposed capital was again described as of 3,000,000*l.* A subsequent advertisement, which there was evidence that the plaintiff had seen, stated that the allotment of shares was completed: in reality only 58,000 were allotted, though more than 120,000 were applied for. The plaintiff subsequently paid deposits, and also executed the subscription contract, under seal, which gave power to the committee to pay expenses, which had then been, or might afterwards be, incurred, out of the deposits. The plaintiff attended a meeting, at which he proposed that the deposits should be returned. The committee found it impossible to proceed with the undertaking, which was accordingly abandoned. In delivering the judgment of the court, Wilde, C. J., says, "we are of opinion, that there was no contract, binding the plaintiff to part with his money, at the time when he paid the deposit. He had applied for sixty shares, in a concern which was to have a capital of 3,000,000*l.*, raised by the issue of 120,000 shares. The committee allotted to him a very different thing, but professed to allot to him that which he asked for, and the letter of allotment as well as the prospectus described the capital as 3,000,000*l.*, and the number of shares as 120,000. Now it might be reasonable to expect, that such an undertaking would succeed with a capital of 3,000,000*l.*, but perfectly absurd to suppose it could be accomplished for less than half that sum. The plaintiff, therefore, having asked for shares in a practicable scheme, received shares in a scheme that was impracticable, and which was rendered so by the act of the committee, in refusing to allot more than 58,000 shares, though more than the

whole 120,000 had been applied for by responsible parties. That which was allotted, not being in truth that which the plaintiff asked for, he was not bound to take it." The court further held, that the advertisement that the allotment was completed, was evidence of a fraudulent misrepresentation, and that the plaintiff, having paid the deposit, and signed the deed under that representation, could recover the amount of his deposit.

*More v. Garwood.*

And these cases are further supported by that of *More v. Garwood*. That was an action for the deposit paid by an allottee of a provisionally registered company, which was not brought before parliament. The prospectus stated, that "subscribers will only be liable to the amount of their deposits." It was held that the Chief Baron was right in directing the jury that, looking at all the evidence, they must say, whether the plaintiff either had become a partner in the scheme as carried on, or had engaged to allow the deposits to be applied to preliminary expenses: and if he had not, then, whether the concern was ever formed. That if they were of opinion that it never was formed, then the plaintiff must recover, the defendant having had no right to apply the deposits to the preliminary expenses.

*Duke v. Dive.*

In *Duke v. Dive*, which was an action for damages, incurred by reason of the non-payment of deposits, a plea that, before the commencement of the suit the formation of the company was abandoned, was held bad; but this was on the ground that the abandonment by the plaintiffs of their endeavours to form a company, did not justify the defendant's breach of contract prior to the abandonment.

Of course the same observation applies to the right of an allottee to recover his deposit, as to all

other rights and liabilities of persons associating, namely, that the contract between the parties, in each case, is to be gathered from the prospectus, letters of allotment, or other instrument. Thus in *Garwood v. Ede*,<sup>Garwood v. Ede.</sup> the allottee had paid deposits, had signed the subscribers' agreement, which gave power to the provisional directors to apply the deposits in certain specified ways, and also generally in paying and satisfying all costs, expenses, or liabilities, which they might incur in relation to the undertaking. It was argued, that the subscribers could not have intended to authorize the directors to dispose of the deposit in a manner in which it could not be legally appropriated. But it was held, that the agreement in question was perfectly legal, and, consequently, that the plaintiff, having authorized the disposal of his money, could not recover his deposits.

Again, in another case, where the terms of the letter of allotment assumed power in the directors, *inter alia*, "to apply the amount paid for deposits in discharge of any liabilities incurred by them for the prosecution of the undertaking," the allottee was held not entitled to recover his deposits.

I should be travelling beyond the object of this work in endeavouring to reconcile and explain the many decisions to which the Joint-Stock Companies' Winding-up Acts have given rise. Thus much it will suffice for a capitalist to know, that, in order to give him a valid claim to participate in the profits of a joint-stock undertaking if it be successful, he must be placed in such a position, as will render him liable to contribute to its liabilities should it turn out unsuccessful; unless, indeed, there be any special agreement, exempting him from liability altogether, or limiting his liability, of which agreement each

No right to participate in profits without liability to contribute to losses.

creditor of the company was aware at the time of his contracting with its directors.

Liability of shareholders for debts of registered incorporated companies.

In every completely registered company, which is not being wound up under the provisions of the Winding-up Acts, except companies incorporated by act of parliament or charter, or companies, the liability of the members of which is restricted by any letters patent, any judgment against the company must in the first instance be enforced, if possible, against the property of the company, and if that cannot be done, against the property of any shareholder, or former shareholder: but it is provided that there shall be no remedy against a former shareholder, after he has ceased to be a shareholder for three years; and in the event of any shareholder being so compelled to satisfy the debt, he is entitled to contribution from his co-shareholders. In cases of a judgment against a joint-stock *banking* company, former shareholders are exempted from liability, until an attempt has been unsuccessfully made to obtain satisfaction from the shareholders for the time being, as well as from the company; or, at all events, until the inability of such shareholders to pay is shown by affidavit.

No shareholder liable after he has ceased to be such for three years.

Liability of former shareholders in banking companies.

Liability of shareholders for debts of companies incorporated by act of parliament.

The liability of shareholders in companies incorporated by any Act of Parliament, passed since 8th May, 1845, for the purpose of carrying on any undertaking, are regulated by the 36th and 37th sections of the 8th Vict., cap. 16, usually called "The Companies' Clauses Consolidation Act," which provide that, when an execution has been unsuccessfully levied against the company, it may be issued against any of the shareholders, to the extent of their shares in the company not then paid up: but no such execution can be issued until notice has been given to

the persons sought to be charged, and leave to issue it has been obtained from the court. Any person entitled to issue such an execution may inspect the shareholders' register, to ascertain the names of the shareholders, and the amount of capital remaining unpaid on their respective shares. If any shareholder by means of such execution be compelled to pay more than is due from him in respect of calls, he shall be reimbursed such additional sum by the directors out of the funds of the company.

Most, if not all, of the companies formed by acts of parliament passed previously to the 8th of May, 1845, are regulated by provisions in those acts respecting the liability of shareholders, similar to those of the 36th and 37th sections of "The Companies' Clauses Consolidation Act."

By that act it is provided, that in any joint-stock company, incorporated by act of parliament for the purpose of carrying on any undertaking, twenty-one days' notice of each call must be given: and the directors of the company may forfeit shares, the calls on which, together with interest, have remained unpaid for two months from the appointed day of payment, provided the directors have given twenty-one days' notice of forfeiture to the persons whose shares are intended to be forfeited.

Twenty-one days' notice of call must be given.

Directors may forfeit shares for unpaid calls.

The extent of capital sunk in railway speculations would demand a separate article on railway shares, if any certain opinions could be formed on the value of such property; but, as any statement upon the value of railway property generally, or of any shares in particular, must, more or less, be a matter of speculation, I may leave the subject to those whose professional avocations enable them to form opinions safer, and more worthy of confidence, than any I

Probability of a rise in the value of railway property.

should venture to offer. It is the general opinion, that the shares in railways are still unduly depreciated, and that many of them will become, by and by, more valuable than they are at present; but no one can, with any degree of certainty, tell which shares will most improve in value, nor that there may not be some which will sink yet lower. The guaranteed stock in the different railway companies form, comparatively with other railway property, safe investments: yet they are suffering in the general depreciation of railway shares.

Guaranteed railway stock.

In all joint-stock companies, and especially in railway companies, great care should be taken, that the directors are not only honest and honourable men, but men of business, and that they are personally deeply interested in the welfare of the company.

Joint-stock banking companies.

*Joint-stock banking companies* are, for reasons previously stated, less speculative than other companies: the majority of them have paid dividends at the rate of 6*l.* per cent. per annum, and some even more: shares in them are much sought after as investments.

Insurance companies.

*Life and fire insurance companies* are very numerous; and a new one, which is not supported by great influence, or characterized by any new feature, stands but a poor chance of success: but when any such company has succeeded in obtaining a large amount of business, its shareholders are paid liberally for their capital.

Mining shares.

Shares in *mining companies* are liable to greater fluctuation than any other kind of property: in one particular company, shares which twenty-six years ago were worth 1500*l.* each, may now be purchased for a few shillings!!!

Gas companies.

*Gas companies* have frequently paid dividends at the rate of 10*l.* per cent. per annum, and they may

continue in some instances to do so ; the rapid increase of population and buildings creates a greater demand for gas : but new companies are being continually formed, and will doubtless materially diminish the business, and, consequently, the dividends of the old ones ; whether or not gas will be in time superseded by the electric light, or other discoveries, is a question which few in this age of invention will undertake positively to answer.

Many *canal companies* have paid large dividends ; all persons will agree in thinking their prosperity will be seriously affected by the rivalry of railway companies ; but to what extent, there will be a diversity of opinion. Canal companies.

The *waterwork companies* have proved good investments : but they will probably be affected by the contemplated measures of Government in favour of sanitary reform. Waterwork companies.

*Companies* which have formed *docks* in the neighbourhood of London, have paid dividends at the rate of about 4*l.* and 4½*l.* per cent. per annum ; the increasing prosperity of the country will probably render shares in them more valuable. Dock companies.

There are many joint-stock companies formed for undertakings which it would be impossible to generalize. The liabilities of all who engage in their formation, or who take shares in them, after they are formed, have been explained : the probability of a large return for capital invested, will depend upon the peculiar merits of each undertaking. Joint-stock companies generally.

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A *building society* is described by Mr. Scratchley, in his *Treatise on Benefit Building Societies*, as a kind of joint-stock company, into which the members Building societies.



Theory of  
building  
societies.

pay a trifling sum periodically, according to the number of their shares. Such societies have become so numerous, that they deserve a separate notice. The theory on which a building society proceeds is very obvious—after it is pointed out. Say that A pays B 20*l.* a year for a house of the value of 300*l.* At the end of fifteen years, A has laid out 300*l.*, with a certain additional sum by way of compound interest, and he is no more the proprietor of his house than at first. Suppose, however, that B was willing to have sold A the house at first at 300*l.*, and to have taken the price in annual instalments, extending over fifteen years, a mortgage on the property mean while being his security. In this case, A pays 20*l.* yearly as a part of the price, and interest at say 4*l.* per cent., on the sums remaining unpaid, till the whole is cleared off. We here set aside the annual 20*l.*, as being the price of the house, and we then find that at the end of the fifteen years, A has been his own tenant at a rent represented by the interest on the sum unpaid, together with the value of the aggregate money laid out at compound interest. Thereafter he continues to be his own tenant at the amount of the interest on 300*l.*, which, of course, is considerably less than 20*l.* He is a gainer on the whole transaction by the difference between the return for money laid out on house property, which is generally from 6*l.* to 7*l.* per cent., and that for money laid out at interest, which is seldom above 4*l.* per cent., except in circumstances inferring risk. A building society is usually composed of two classes of persons: those requiring houses, and having that object in view solely; and those who merely wish to lend their spare money to the concern, with the view of its being ultimately returned to them with interest. The payments of

Building society is composed of two classes.

Borrowers.

the first class, called borrowers, are so calculated, as to enable them to repay by equal monthly or weekly instalments, within a specified period, the principal of the sum advanced to purchase their house with whatever interest may be due upon it, throughout the duration of the loan. The investors, <sup>Investers.</sup> as the other class are called, receive at the end of a given number of years, a sum equivalent to the amount of their payments, with compound interest accumulated upon them. The money thus accumulated is lent out to members desiring advances, and the interest raised, making fresh capital, is employed in the same way, again and again, so as to be constantly reproductive.

As an example of the working of this society: <sup>Example.</sup>

Suppose a member purchases a house for 300*l.*, which would return a *net rental* of 30*l.* per annum, and he borrows that sum, for which his repayments, during ten years, covering principal and interest, would amount at per annum (by monthly instalments of 3*l.* 11*s.* 3*d.*) to . . . . £42 15*s.* 0*d.*

Multiplied by ten years . . . . . 10

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Making the total repayments . . . . . 427 10 0

Deduct ten years' rent (paid or received) . . . . . 300 0 0

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Leaving the cost, as far as the building society is concerned . . . . . £127 10 0

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For which sum the member has thus secured to his family a house free of rent for the remainder of its lease.

Shares in building societies, therefore, frequently form eligible investments ; but whether persons take

Many societies are based on erroneous principles.

them for the purpose of obtaining a house, or as pure investments of spare capital, they ought not only to make strict inquiry into the respectability of the society and its officials, but they ought to ascertain that the principles of the society are not erroneous, as, unfortunately, those of a very great proportion of existing societies are. *Several hundreds*, for instance, proceed upon the plan of 120*l.* shares, and 10*s.* monthly payments for ten years; that is to say, an investor who pays 10*s.* per month, 6*l.* per year, equal to 60*l.* for the whole term, is entitled, at the end of the ten years, to 120*l.* To realize this profit to the society, the borrower is required to pay for his advance only 7*l.* per cent., being just about *one-half* of what would render such a result *possible*.

For the foregoing information I am indebted to an article on "Building Societies" in No. 332 of *Chambers' Edinburgh Journal*, and to Mr. Scratchley's Treatise on such societies.

## CHAPTER XV.

## ON STOCKS AND PUBLIC FUNDS.

THE funds of the English government afford an unquestionably safe investment; and they are a kind of property which is more readily than most others turned into cash. These advantages are counter-balanced by disadvantages; they are liable to considerable fluctuation, consols having been sold at 107*l.* in the year 1737, and as low as 47 $\frac{3}{8}$ *l.* sixty years afterwards. Of late years they have not reached either of those prices, although they have been above 100*l.*, or, as it is more properly called, "par," in 1845, and been as low as 78 $\frac{3}{4}$ *l.*, in 1847. The rate of interest which an investment in Government stock returns, varies, we may therefore say, from 3*l.* to 3 $\frac{1}{2}$ *l.* per cent., although it seldom now reaches so large a rate as the 3 $\frac{1}{2}$ *l.* A Table, No. XI., is inserted at the end of this work, showing the interest produced by investing in the several funds at given prices.

The prices of stocks are influenced by a variety of circumstances. The chief of these are, the proportion of the supply to the demand; the state of the revenue; the apprehension of war, or the prospect of peace; the changes in the ministry, and the condition of the money market.

The sale and purchase of stock is effected at the Stock Exchange, which is an association of brokers

On public funds.

Safe and easily turned into cash.

Subject to fluctuation.

Rate of interest about 3 $\frac{1}{4}$  per cent.

Circumstances which influence the price of stocks.

Mode of selling and buying stock.

who act for the public, and of a species of middlemen, called jobbers, who are always ready to buy or sell at what is called "the turn of the market." For instance, supposing the price of consols to be  $90\frac{1}{8}l.$  and  $\frac{1}{4}$ , the jobber's business is to buy at one price and sell at the other.

List of English funds and their amount.

The following is a list of the British funds, with the amount of each kind:—

	£.	s. d.
New Five per cent. Annuities	429,451	8 2
Three-and-a-quarter per cent. Annuities . . . . .	214,780,836	4 6
Three per cent. Consolidated Annuities . . . . .	374,313,347	14 8 $\frac{1}{4}$
Three per cent. Reduced Annuities . . . . .	121,679,816	11 8
Three per cent. Annuities, 1726 . . . . .	750,343	19 0
South Sea Stock, at three-and-a-half per cent. . . . .	3,662,784	8 6 $\frac{1}{2}$
Three per cent. South Sea Annuities, 1751 . . . . .	500,780	11 9
Three per cent. Old South Sea Annuities . . . . .	3,195,160	17 9
Three per cent. New South Sea Annuities . . . . .	2,195,720	6 9
Besides Long Annuities, amounting at present to 1,247,750 <i>l.</i> 17 <i>s.</i> 5 <i>d.</i> per annum, which expire in January, 1860, and annuities expiring at various periods. To these should be added the annuities granted during the lives of particular persons, East India Stock, East India Bonds, and Bank Stock, of which notice will be presently taken, and a Canada debt of 1,500,000 <i>l.</i> , which bears interest at the rate		

of 4*l.* per cent. per annum, guaranteed by the English government.

The Government have the power of redeeming their debts at par, unless specially restrained. The New Government may redeem stock.  
 Five per cent. Stock is not redeemable until January, 1873. The Three-and-a-quarter per cent. Stock will carry interest at 3*l.* per cent. only, after the 10th of October, 1854, and are not redeemable until the 10th of October, 1874. The Three per cent. Annuities, 1726, are irredeemable, except by purchase.

Bank Stock is the capital of the Bank of England, Bank Stock.  
 amounting to 14,553,000*l.*, upon which dividends have, for many years past, been declared at the rate of 7*l.* per cent., although larger dividends have, on one or two occasions, recently been paid, with a view of distributing the excess over the surplus fund, or "rest," as it is called, of 3,000,000*l.* The unaltered possession, for six months clear, of 500*l.* stock, entitles the proprietor to vote at general courts. For What amount of Bank Stock gives a vote.  
 governor, the qualification is 4000*l.* stock; for deputy-governor, 3000*l.*; and for a director, 2000*l.* No amount of stock confers more than one vote.

East India Stock is the capital of the East India Company, East India Stock.  
 amounting to 6,000,000*l.*, upon which a dividend of 10½*l.* per cent. per annum is to be paid out of the revenues of India. The dividend is redeemable by Parliament at any time, after April 1874, on payment of 200*l.* for every 100*l.* stock; and in the event of the Company being deprived of the government of India in 1854, when their present charter will cease, they may claim redemption of the dividend on the same terms, upon giving three years' notice. The possession of 1000*l.* stock confers one vote; 3000*l.*, two votes; 6000*l.*, three votes; 10,000*l.*, What amount of India Stock confers a vote.

four votes, if its proprietors have had possession for twelve months, unless it have devolved on them by bequest, or marriage.

East India  
Bonds.

East India Bonds are issued for 100*l.*, 200*l.*, 300*l.*, 500*l.*, and 1000*l.*, each payable when there is six months' interest due on them : they form a proper investment for cash liable to be required at a short notice, as they can be disposed of every day in the year, and are transferred simply by a bill, expressing their letter, number, and amount, together with the premium, and interest up to the day of transfer ; but, as they are sometimes sold at a discount, in such a case the discount should be deducted from the amount of principal and interest. The interest on India Bonds is frequently changed ; it varying with the value of money. At present it is 3*l.* 10*s.* per cent.

Exchequer  
Bills.

Exchequer Bills are bills of credit, issued by authority of Parliament, for the sums of 1000*l.*, 500*l.*, 200*l.*, and 100*l.* ; the interest on which is computed from the day on which the bill bears date up to the day on which it is either bought or sold. They are usually at a premium ; and small bills are frequently dearer than large ones. The government generally calls in Exchequer Bills at the end of one year, from the day on which they bear date, when the holder has the option of receiving either a new bill, or his 100*l.*, and interest ; of this due notice is always given. Parties neglecting to present their bills on the day appointed are deprived of interest, till the next opportunity of obtaining new bills, or else they must submit to the loss of whatever premium they may chance to bear at the time. The interest on Exchequer Bills frequently changes, following the alterations in the value of money. Within the last four

years they have carried rates as high as 3*d.* per diem, and as low as 1½*d.* per diem. They form convenient investments for money required at a short notice.

The following information will be found useful to persons dealing in Government securities.

About a month, or six weeks, previous to the day on which the dividend on any stock becomes due, the books are shut, and no transfer is permitted to be made, except under special circumstances, and by the express sanction of the Governor of the Bank. The dividends are payable three or four days after the time at which they respectively become due; but transfers may be made on the very next day. Dividends may be received on any day between nine and three o'clock. By the present rules, every one, making a transfer, must be known to the person whom he represents, and requires to have his identity verified by the broker transacting the business, or one of the principals of the Bank.

No transfer can be made when the books are shut.

The commission, or brokerage, upon all Government funds, not terminable at a stated time, is two shillings and sixpence per cent. On the terminable annuities, two shillings and sixpence per cent. on the sum laid out. On India Bonds and Exchequer Bills, one shilling per cent.

Amount of commission.

Private transfers may be made on other days than those named in the following statement, during office hours, on payment of two shillings and sixpence for each transfer.



Transfer  
days, &c.

## TRANSFER DAYS, DIVIDENDS, &amp;c.,

*At the Bank of England.*

Stock.	Days of Transfer.				Dividends Due.	
	Tu.	Wed.	Th.	Fr.	April 5,	Oct. 10.
Bank Stock . . .						
3 per cent. Reduced				„	„	„
3½ per cent. Annuities				„	„	„
5 per cent. New . .				„	Jan. 5,	July 5.
3 per cent. 1726 . .				„	„	„
3 per cent. Consols .				„	„	„
Long Annuities . .				„	April 5,	Oct. 10.
Annuities ending 1859				„	„	„
Annuities ending 1860				„	Jan. 5,	July 5.

*At the South Sea House.*

South Sea Stock . .	Mon.	Wed.	Fr.	Jan. 5,	July 5.
3 per cent. Old Annu.			„	April 5,	Oct. 10.
3 per cent. New Annu.	Tu.	Th.	Sat.	Jan. 5,	July 5.
3 per cent. 1751 . .	Tu. and Th.			„	„

*At the East India House.*

East India Stock . .	Tu.	Th.	Sat.	Jan. 5,	July 5.
India Bonds . . . .			„	Mar. 1,	Sep. 30.

Expense of  
transfer.

Expenses of transfer in Bank Stock for 25*l.* and under, 9*s.*; above that sum, 12*s.*: India Stock, 1*l.* 10*s.*: South Sea Stock, if under 100*l.*, 9*s.* 6*d.*; above that sum, 12*s.*

A practice prevails of dealing in stock by persons who have no property in them. For example, A may agree to sell B 10,000*l.* of three per cent. stock, to be transferred in twenty days, for 6,000*l.* A has, in fact, no such stock; but if the price on the day appointed for the transfer be only 58*l.*, he may purchase as much as will enable him to fulfil his bar-

gain, for 5800*l.*, and thus gain 200*l.* by the transaction ; on the other hand, if the price of that stock should rise to 62*l.*, he will lose 200*l.* The business is generally settled without any actual purchase or transfer, A paying to B, or receiving from him, the difference in price of the stock on the day of settlement, and the price agreed on. This practice, which amounts to nothing else than a wager concerning the price of stock, is prohibited by the 7 Geo. II. c. 8, commonly called "Sir John Barnard's Act," under a penalty of 500*l.*, yet it is nevertheless carried on to a great extent.

It is impossible in a work like the present to give even a remote idea of the value of the many different foreign funds. They are generally purchased purely as speculations, except, perhaps, Russian and Dutch stock, which are sought after for investment ; many of them have paid no dividends for several years. Those who desire information on the different foreign securities will find it in *Fortune's Epitome of the Funds*, of which the fifteenth edition has recently appeared, arranged and revised by Mr. D. M. Evans. To this work I am largely indebted for the contents of this present chapter.

## CHAPTER XVI.

## ON MORTGAGES.

First mortgage a safe security.

Mortgagee incurs no expense.

It might answer his purpose to offer to do so.

Rate of interest payable on mortgages.

WHEN a person desires to place out his capital without risk, and is content with interest at the rate of about 4*l.* per cent. per annum, he cannot find a safer security than a first mortgage on ample real property. A mortgage has an advantage over other investments, in being the only one, to procure which the lender or mortgagee, as he is called, incurs no expenses, the custom prevailing for the borrower or mortgagor to pay all the fees and charges incurred in obtaining the money he requires.

A capitalist desiring such a mortgage as I have described, would frequently find it answer his purpose to offer to pay something towards the expenses of a mortgage, as he would then seldom experience much difficulty in obtaining the investment he might require: as the custom now prevails, he can but rarely succeed in immediately procuring a good security, and frequently his money is lying unemployed for weeks, perhaps for months. I feel confident that, if a person could borrow money without having to pay so dearly for the accommodation as he now does, there would be many who would procure loans on unexceptionable security, and do so with profit to themselves.

The rate of interest payable on mortgages varies with the state of the money market. During the railway mania money could scarcely be procured on

good landed security, even at 5*l.* per cent. interest: at most times 4*l.* per cent. per annum, is the rate usually paid, where the amount borrowed exceeds 800*l.* or 900*l.* Where the sum is small, 5*l.* per cent. is generally paid; and that rate is frequently required, even for a large sum, where the security is not unexceptionable. The usury laws prevent a larger rate of interest than 5*l.* per cent. per annum from being reserved on mortgages of land and real property.

The effect of a deed of mortgage, as it is usually drawn, is, that the mortgagee becomes, in the eye of the courts of *law*, the absolute owner of the mortgaged property, though his power to interfere with that property, or to attempt to recover back the money he has lent, is suspended for a certain period stated in the deed, which period is usually six calendar months from its date; but the courts of *equity*, justly considering that what is merely a pledge to the mortgagee for the repayment of the money advanced to him ought not to become his property, as if he had purchased it at its full value, will on the application of the mortgagor compel the mortgagee to convey the mortgaged estate back again to him, on payment of the money advanced, with the interest due thereon, and any reasonable expenses the mortgagee may have incurred in endeavouring to obtain the repayment of his loan. This right of the mortgagor to have the mortgaged estate reconveyed to him is technically called his *equity of redemption*.

If at the expiration of the six months, or other period of suspension of the mortgagee's powers, the money borrowed be not repaid, together with interest thereon, at the rate specified in the mortgage

**Mortgagee may obtain possession of mortgaged property.** deed, the mortgagee may, if the mortgaged premises be not already in his occupation, commence an action of ejectment, the result of which will be to place him in the receipt of the rents of the estate, which he may receive, and distrain for, as if they were his own, but he must keep an account of them to set off against the money which he has lent.

**May apply for foreclosure of equity of redemption.** Whether or not the mortgagee brings an action of ejectment he may make an application to the Court of Chancery to have the mortgagor's *equity of redemption* taken away, or, as it is technically termed, *foreclosed*. The result of this application will be, that the Court of Chancery will order the mortgagor to pay to the mortgagee the money lent, with any interest which may be due, and any expenses he may have incurred; and for this purpose he is allowed six months. If the mortgagor fail to comply with this order within the time limited, he is deprived of his equity of redemption, and the mortgaged property will belong to the mortgagee in the same manner as if he had purchased it.

**Result of application for foreclosure.**

But besides these remedies the mortgagee has, by virtue of every properly drawn mortgage deed, one which in almost all cases supersedes them, as it is one which he can exercise without the assistance of any court or person. In every well drawn mortgage deed there is a stipulation, that at any time after the six months, or other period of suspension of the mortgagee's powers, and after the expiration of a notice, usually for six months, to be given to the mortgagor, or his representatives, or left for him at his last, or most usual place of abode in England, requiring payment of the mortgage money and interest, he, the mortgagee, shall be at liberty to sell the mortgaged estates, and convey them to any pur-

**Power of sale given to mortgagees.**

chaser, in the same manner as if they were his own property, and even against the desire of the mortgagor, or his representatives; and the mortgagee, who exercises such power of sale, is empowered, out of the purchase-money of the property, to retain the principal money and interest, then due to him, together with the expenses of the sale, and any other charges he may have incurred in consequence of the refusal of the mortgagor to repay the sum due from him: any surplus there may then be must be handed over to the mortgagor, or his representatives. The power of sale alluded to generally authorizes the mortgagee to dispose of the property, either by public auction, or by private contract, though it is seldom that he would take advantage of this option to sell in the latter mode. It is becoming the practice, in many instances, to omit the notice alluded to as required to be given to the mortgagor: but to do so is, perhaps, except in peculiar cases, to take too great an advantage of the necessities of the mortgagor.

Although a person has already once mortgaged his estate, he may mortgage it, again and again, so long as he can find persons willing to advance him money on security of a second, third, fourth, or subsequent mortgage. Such securities are much inferior to a first mortgage, as will appear from the following observations, which apply to all mortgages subsequent to the first.

An estate may be mortgaged several times.

Second and subsequent mortgages inferior securities.

A second incumbrancer may, indeed, by adopting the course I have adverted to, obtain possession of the mortgaged estate; the rents of which he will then be entitled to receive, but he is, at any time, liable to be divested of those advantages by the first mortgagee.

The second mortgagee can also commence proceedings in Chancery for the purpose of foreclosing the mortgagor's equity of redemption; but he must be prepared to discharge all the claims of the first mortgagee.

The second mortgagee may also exercise his power of sale, and sell the mortgaged estate; but he will not be able to complete the sale, unless with the concurrence of the first mortgagee.

A third, fourth, or subsequent mortgagee is placed under similar disadvantages to those under which the second mortgagee labours, but in a greater degree; inasmuch as *any* prior mortgagee may, with every probability of success, resist the endeavours of any subsequent one to obtain the repayment of the money he has advanced, unless such subsequent mortgagee is in a position to discharge the prior incumbrances. The opposition of the first, or prior mortgagee may not be of frequent occurrence, his interest being the same, generally, as that of the second, or subsequent mortgagee; and therefore too much stress must not be laid on the foregoing remarks; but it must be remembered, that a second, or other subsequent mortgagee, may be put to much inconvenience by any prior one, who, either from motives of friendship to the mortgagor, or for other reasons, or from caprice, may choose to oppose himself to the enforcement of the claims of those who have charges on the estate subsequent to his own.

First mortgagee's powers not affected by subsequent mortgages.

In addition to the disadvantages before mentioned, it must be remembered, that any subsequent incumbrances on an estate will not prejudice the rights or powers of prior mortgagees. Therefore, although there may be half a dozen mortgages, the first mortgagee may obtain possession of the mortgaged pro-

perty ; the rents and profits of which he will be empowered to receive : he can obtain a decree from the Court of Chancery for foreclosure, unless the mortgagor, or any subsequent mortgagee, discharge his claims ; and he may exercise the power of sale contained in his mortgage deed, and dispose of the estate in question, without giving any notice to the subsequent mortgagees of his intention to do so ; so that it is quite possible the security of second, third, or subsequent mortgagees may be entirely taken away, without their being able to prevent it, or even being aware of the circumstance. It is true that a second, and every subsequent mortgagee ought to give a notice of his security to all prior mortgagees, for the purpose of restraining them from advancing to the mortgagor any further sums of money, on security of the original mortgages, which otherwise they might be entitled to do. But no act, either of the mortgagor, or any incumbrancer, can in any way affect the rights of a prior mortgagee, or prejudice in the slightest degree any of the powers he ever possessed of recovering the money he may have advanced.

First mortgagee may sell the estate without second mortgagee's knowledge.

Second mortgagee should give notice of his security.

There is another serious objection to a second, or subsequent mortgage. It is this : if a third mortgagee, at the time of advancing his money, is not aware of the existence of the second mortgage, or, as it is technically expressed, has no notice of it, and he is able to purchase the interest of the first mortgagee, he may obtain payment, not only of the first mortgage, but of the third, before the second mortgagee can obtain any satisfaction : and for this reason : the first mortgagee is considered by the courts of law the legal owner of the estate ; and, as has been before stated, he cannot be controlled in his absolute ownership, except by the assistance of a court of

Another objection to second mortgages.



equity. And if a second mortgagee applies to that court to restrain a third mortgagee, who has purchased the rights and remedies of the first from liquidating his entire claims, the court can do nothing; it cannot discern any difference, in point of equity, between the respective rights of the second and third incumbrancer, and therefore declines to interfere in behalf of the one to the prejudice of the other. To illustrate the doctrine, let us suppose that Smith has an estate worth 1000*l.*, which he mortgages in the first instance to Brown for 400*l.*, and subsequently to Jones for 500*l.* Smith then applies to Wright, and, concealing from him the mortgage to Jones, borrows 500*l.* on what Wright supposes is a second mortgage: the estate being charged with 400*l.* more than it is worth, it is evident some one must be a loser, unless Smith has other property than the mortgaged estate. Suppose then Wright, on becoming aware of the facts, purchases Brown's mortgage, and has it transferred to him: he then has all the powers that Brown possessed, and is, in point of *law*, the owner of the estate. Jones perhaps appeals to a court of equity; but that court cannot, under the circumstances, relieve him: it says, Wright was not aware of Jones's mortgage at the time of his advancing his money, nor could he by any vigilance have obtained knowledge of it; his equity is therefore as good as Jones's; neither is to blame; we cannot punish Wright for the fraud of Smith, the mortgagor, and we must therefore decline to interfere altogether. The consequence is, Wright obtains the payment of the 500*l.* advanced by him on the third mortgage, as well as the 400*l.* lent by Brown, with any interest which may be due on either of them, and all the expenses he may have incurred in ob-

taining the repayment of his money; and if any thing then remains, it will belong to Jones.

The doctrine which I have endeavoured to explain is technically called "tacking," and it must always render second and subsequent mortgagees in some degree insecure. If there were ten mortgages, and the tenth mortgagee was not aware of the existence of any but the first, at the time of his advancing his money, he might, by purchasing the first mortgage, insist upon the payment of his tenth mortgage, as well as the first, and all claims due on both of them, before any of the other eight mortgagees became entitled to be repaid.

Doctrine of tacking makes second mortgages insecure.

The doctrine of tacking depends upon the fact of the ignorance of the third or subsequent mortgagee of any incumbrance but the first. If the third or subsequent mortgagee were, *at the time of his lending his money*, aware of the second mortgage, he could not prejudice the second mortgagee's rights, even by purchasing the first mortgage, because his equity would then be inferior to that of the second incumbrancer, who would find relief in equity.

The doctrine of tacking does not apply so forcibly where the property is copyhold, because it is usual for every mortgagee of a copyhold estate to enter a notification of his incumbrance in the court books of the manor; and although that fact of itself is not a notice to a subsequent mortgagee, it decreases the chances of his being unaware of the existence of the prior charges.

Doctrine of tacking does not apply so strongly where estate is copyhold.

Nor, for the same reason, does the system of tacking prevail so much where the property mortgaged is situated in districts where registers are kept. Those districts are the North and West Ridings of Yorkshire, the county of Middlesex (which does not,

Nor where it is situated in register districts.

by the by, include the city of London), the town of Kingston-upon-Hull, and those portions of Norfolk, Suffolk, Cambridgeshire, Huntingdonshire, Lincolnshire, and Northamptonshire which are comprised within the Bedford Level. Consequently, second and subsequent mortgages of copyhold property or freehold property situated in a register district are, *cæteris paribus*, better securities than similar mortgages of freehold property situated elsewhere; because, if such mortgagee enters a notice of his incumbrance on the court rolls or register books, as the case may be, he increases the probability of any subsequent incumbrancers having notice of his mortgage at the time of his advancing his money, and not being, in consequence, entitled to tack his original mortgage to the first one, should he obtain it.

First mortgagee should keep possession of title-deeds.

It is the duty of a first mortgagee to obtain possession of the title-deeds of the mortgaged estate, and especially of the conveyance to the mortgagor, or last purchaser; and it is his duty to keep them in his possession; if he fail to do so his claims upon the estate may be seriously prejudiced, and perhaps altogether destroyed. The title-deeds of an estate are the visible tokens of its ownership, and therefore the first demand of every purchaser or mortgagee is for their production. If the would-be vendor or mortgagor cannot produce them, and show by them a good title to the estate, it is to be assumed, either that he is not the owner of the estate, or that it is incumbered, and the title-deeds are in the custody of the real owner or the incumbrancer. A purchaser or mortgagee choosing to purchase or advance money upon an estate without obtaining the title-deeds, or with an unsatisfactory account of their absence, merely upon the *ipse dixit* of the person who alleges

he is the owner, cannot complain if he find the estate previously incumbered. And if a *first* mortgagee permit the mortgagor to retain the possession of the title-deeds, and the mortgagor again incumbers the same estate, without disclosing the fact of the first mortgage, of which the second mortgagee must be assumed to be ignorant, and at the same time produces the title-deeds of the estate to the second mortgagee, thereby inducing him to consider that the mortgagor has an unincumbered title to the estate, the claims of the first mortgagee might be postponed by a court of equity, until those of the second were satisfied, because the second mortgagee was imposed upon by a fraud, which the first mortgagee, had he done what was incumbent on him to do, would have prevented.

In considering the security of any particular mortgage, regard should be paid to the probable responsibility of the mortgagor *personally*, for the mortgagee is not confined to realize his loan on the property charged with it, but has also a personal claim against the mortgagor.

Mortgagor is personally liable for mortgage loan.

In advancing money on copyhold estates, a larger margin than usual should be left for contingencies, as it is probable that the mortgagee may have to pay the fines and fees due on a new admittance, which would be required on the death of the mortgagor. Those fines and fees would become an additional charge on the property; and it may so happen that the mortgagee will have to discharge them more than once.

Mortgages of copyhold estates.

Estates in remainder and reversion are said to be objectionable securities, as they afford no present profits out of which the interest may be defrayed. But this objection is not of much force, as they in-

Mortgages on reversionary property.

crease in value year by year, much more rapidly than the interest would accumulate, even if it were never paid. The chief practical mode of realizing money lent on such a security is by selling the reversionary interest in the property. And as such property is seldom disposed of except at a great sacrifice, a person must be careful not to advance too much money on such a security. If a reversionary interest in an estate were mortgaged, the mortgagee would not have the title-deeds, which would be in the custody of the tenant for life, at whose death they might come into the possession of the mortgagor, who would then be enabled to obtain a further loan, by depositing the title-deeds with a second mortgagee ; and although, in such an instance, the original mortgagee of the reversionary interest would not be prejudiced by a fraud of the mortgagor, which he could not prevent, he would not probably be able to realize his security by sale, until he obtained the title-deeds, which it might cost him some trouble, delay, and expense to do. Sometimes the reversionary interest of a *married* woman in *personal* property is offered as a mortgage security : for example, if a married woman were entitled to a legacy on the death of a particular person, and that legacy were proposed to be charged, it is impossible by any means to bind the wife in such a case, in the event of her surviving her husband, whose life must therefore be insured to render the security even reasonably safe.

Reversionary interests of married women, in personalty, not chargeable.

Estates for life as mortgage securities.

Estates for life are objectionable securities, as they are liable to cease at any time ; by an insurance on the life of the life-tenant they are rendered more safe, but then they are open to objection. The insurance may be void *ab initio*, from various reasons ; or it may become so by the mortgagor not observing

the terms of the policy. Events may happen so as to render it necessary for the mortgagee to keep the policy on foot; in which case there will be an extra charge on the property, which, for this reason, ought to be considerably more valuable than the sum advanced on it.

Leasehold property is liable to the objection that the lease may be forfeited; in which case, of course, the security is gone. And as such property decreases in value year by year, the mortgagee must be on the alert to realize his loan, before it becomes of greater value than the lease. Mortgages on leaseholds.

A rent-charge in lieu of tithes, belonging to a lay impropiator, forms a very safe and unobjectionable mortgage security: but persons about to lend money upon tithes, must recollect that their value alters every year, since each year's income, and consequently the value of the tithes, depends on the average price of corn for the preceding seven years, as compared with the prices for the seven years, previously to 1835; an attempt to estimate the value of tithes in future years is given in another part of this work. Mortgages of tithe rent-charges.

An advowson forms an indifferent security, as it varies in value with the age of the incumbent. At the time of the creation of the mortgage, he may be an old man, in consequence of which the value of the advowson may be considerably beyond the mortgage money; the incumbent may die, and the mortgagor may present a young clergyman, the effect of which would probably be to render the advowson less valuable than the sum secured on it. This formidable objection to the security in question may, in some measure, be obviated by a covenant on the part of the mortgagor, that, in the event of a vacancy, Mortgages of advowsons.

he will not present a person to the living who has not attained a certain age, as, for instance, sixty years: but if, notwithstanding this covenant, the mortgagor choose to present a younger man, the bishop could not, I apprehend, refuse to collate him, provided he were a fit person: the mortgagor would indeed be liable for his breach of covenant, but so he is in the most insecure mortgage, for he always enters into a covenant to pay the principal money with interest. The mortgagee of an advowson should require an insurance on the life of the incumbent, which will afford him some additional security. But in any case, there is no fund out of which the interest can be liquidated. In no case is a mortgagee permitted to make any profit of the property in mortgage to him, which is not capable of being set off against the debt; and therefore, although an advowson is mortgaged to its full value, the mortgagor will be entitled to present on a vacancy. A next presentation to a living forms a still worse security than an advowson, for in that case the security ceases on the death of the incumbent; and in order to render it reasonably safe, it should be accompanied by an insurance on the clergyman's life.

Mortgagee of an advowson must not present to a vacancy.

Next presentation as a mortgage security.

Incumbents cannot charge their livings.

Incumbents are prohibited from charging their livings by way of mortgage, either directly or indirectly, except for one or two special purposes: but if they become personally responsible for a sum of money, the profits of their livings may be taken in execution by sequestration, on a judgment obtained against them.

Mortgages on stocks and shares.

Government stock forms a good security for a loan, if care be taken that a sufficient margin is left to allow for its depreciation. It is seldom resorted to as a security for a loan, since the fundholder can

raise the money he requires with less trouble and expense, by selling out sufficient stock; the same remarks apply to shares in railway and other joint-stock undertakings, but a person should be cautious about accepting as a security shares in a company likely to turn out insolvent, or he may become implicated in the liabilities of the company.

Personal goods and chattels, such as household furniture, sometimes form the subject of a mortgage, or, as it is called in such cases, a conditional bill of sale, but for many reasons such a security is a bad one. The property is liable to injury and destruction; and questions of identity may arise, which cannot be readily solved. If the goods are in a rented house, they will be liable to be distrained for rent, and sold by the landlord, notwithstanding their being mortgaged: and a mortgage of moveable goods and chattels may not be good, as against the assignees of a bankrupt or insolvent debtor. Mortgages of personal property are not affected by the usury laws: consequently a higher rate of interest than 5*l.* per cent. per annum may be charged.

Mortgages  
on personal  
goods.

*Equitable mortgages* are created by the owner of an estate merely depositing the title-deeds relating to it with his creditor, as a pledge for the repayment of the loan or debt. They have obtained much favour, especially with bankers, and in cases where the loan is required for a short time only: but it is probable that the recent Stamp Act, which requires a mortgage deed to be stamped at the small rate of half a crown on each hundred pounds secured, will render equitable mortgages less resorted to. Practically they afford a security rather negative than positive, for the lender cannot enforce payment of his money by selling the estate, without resorting to a Court of

Equitable  
mortgages.



Chancery : but, on the other hand, the debtor is prevented from dealing with his property, because he has not possession of the title deeds : however, by the recent alterations in the practice of the Court of Chancery, an application by an incumbrancer of an estate for a sale of it is rendered much more simple and inexpensive than it formerly was ; still each incumbrancer will prefer having his remedy in his own hands. Equitable mortgages are liable to be defeated entirely by a legal mortgagee, that is, a creditor to whom a regular deed of mortgage has been executed, if he have made such reasonable inquiries respecting the absence of the title-deeds, as will satisfy a Court of Chancery, and if he be, at the time of advancing his money, unaware of the equitable mortgage ; and, in such a case, he may be able to obtain the title-deeds from the equitable incumbrancer.

## CHAPTER XVII.

ON JUDGMENTS, BONDS, AND OTHER INFERIOR  
SECURITIES.

WHERE a person, proposing to give a security, has Judgments. no other property than personal goods and chattels, a judgment obtained against him, frequently forms a better security than a mortgage of his effects. The most usual methods of obtaining a judgment against a person with his assent are, by means of a cognovit, a warrant of attorney, or a judge's order, to the validity of each of which several formalities are required. The judgment may be entered up at once, unless there be any stipulation to the contrary, and when that is done, the creditor can at any time issue execution against the debtor's goods and chattels, by the sale of which he may realize his debt; or he may obtain possession of the debtor's land, if he have any, and, out of the rents of it, satisfy his claim; or, if the debt exceed 20*l.*, he may imprison his debtor, the consequence of which will however be to discharge the debt. In the event of the death of the debtor, his judgment debts must be paid in full by his executors, or administrators, out of his personal estate, before any of his debts on bond, or simple contract. If the creditor choose to have the judgment registered, it will acquire additional force: it will then operate as a charge upon any lands, tenements, rectories, tithes rent-charges, and heredita-

ments, belonging to his debtor, and a court of equity will then, on application, direct them to be sold for his benefit; and even though they may be sold, or mortgaged, by the debtor, they will still remain charged with the judgment debt, unless the purchaser, or mortgagee, was ignorant of the existence of the judgment at the time of his purchase or mortgage; and a knowledge of the judgment would be inferred from slight circumstances.

A mere judgment as a security is liable to several objections: as a charge upon land, tenements, rectories, &c., it will not operate to the prejudice of a purchaser or mortgagee, having no notice of it: as a charge upon goods, chattels, and personal property, it has no effect, until the writ of execution, issued upon it, is in the hands of the sheriff; and therefore, the debtor may dispose of all his personal property to the prejudice of the judgment creditor, if he can do so before the sheriff receives the writ of execution. If the goods and chattels of the debtor are in a rented house, they will be liable to seizure for rent, and even if the sheriff, at the suit of the judgment creditor, obtain possession of them, before they are distrained, the landlord's claim for the amount of rent then due must be paid, in the first instance, to the extent of one year's rent.

Bonds.

A *bond* is sometimes offered as a security. It is acted upon by the creditor commencing an action which, when finished, will constitute him a judgment creditor, whose powers of realizing his debt have just been stated. The debtor may, and frequently does, frivolously defend the action, and thus postpone its consequences for weeks, or, it may be, for months, and in the mean time, he will have opportunities of making away with his property.

The columns of the *Times* have recently, on more than one occasion, disclosed systems of frauds by persons offering to lend others sums of money on bills of exchange. These securities, as well as promissory notes, however fraudulently they may have been obtained, are available in the hands of persons who have given their value for them, without being aware of their fraudulent origin; this law, which sometimes appears harsh, originated in convenience, or, I might say, necessity; any one, on a moment's reflection, will see the impossibility of each person receiving a bank note, which is but a common promissory note, inquiring into all the circumstances that have attended it, since it became a negotiable security.

Bills of exchange and promissory notes.

Had either of the victims to whom the tempting offers, detailed in the *Times*, were made, suggested a mortgage, or a bond, they would probably have heard no more of their correspondents, whose fraud would have been rendered very much more difficult to perpetrate.

As a mere security a bill of exchange, or promissory note, is inferior to a bond; in the event of the debtor's death his bond debts, as well as his judgment debts, and some others, must be paid in full before his debts secured by bills of exchange, promissory notes, and other simple contracts. The power to recover money secured by bills of exchange, or promissory notes, is confined by the Statute of Limitations to six years, from the date of the security, the last payment under it, or the last acknowledgment of it in writing; in the case of money secured by bond, the time is extended to twenty years.

Payment of  
money se-  
cured by  
surety.

The payment of a sum of money is sometimes secured by a surety, who makes himself liable for it : such a guarantee is required by statute to be in writing, and must be signed by the surety. A surety only makes himself liable for the payment at a given time, and under given circumstances : if, therefore, the creditor, by any subsequent arrangement with the debtor, give him further time for payment, or alter those circumstances, the surety will be discharged.

## PART II.

*On the Amount to be allowed for Fines and Fees in purchasing Copyhold Estates.*

THESE fines and fees are charges upon copyhold property, which become payable on the admission of each new tenant or copyholder; which admission takes place whenever copyhold property changes hands; and this it may do either by the death of the owner, or the sale of it by him while living: the first of these contingencies may readily be calculated, and may be insured against; but the second, namely, the disposal of the property, is not easily to be calculated, it depending chiefly on the disposition and the circumstances of the copyholder. From an examination of the court books of different manors, it appears that a fine is payable in respect of the same property about every thirteen years: the older the copyholder is, the sooner in all probability will the fine become payable. The amount to be allowed for fines and fees will be the value of them payable at once, added to the present value of the sum payable when they next become due, and at the end of each subsequent thirteen years: for example, suppose a person aged seventy purchases a copyhold estate of the value of 50*l.* a year, the fine on which

is arbitrary, or equal to two years' value : the fines and fees then we may set at 110%. They are payable by the purchaser on his admission : if he do not dispose of the estate they will become payable again at his death, or shortly afterwards, that is, according to the table of probabilities of life at the end of this work, in about nine years : taking into consideration the probability of his disposing of the estate, we may roughly estimate the second payment of the 110% will be made in about five years, and each succeeding payment every thirteen years afterwards, which will give the following result :—

Value of 1 <i>l.</i> payable at once . . . . .	£1.0000
"    "    5 years hence, at 4 <i>l.</i> per cent.,	
"    "    according to Table II. . . . .	.8219
"    "    18 years hence . . . . .	.4936
"    "    31    "    . . . . .	.2965
"    "    44    "    . . . . .	.1780
"    "    57    "    . . . . .	.1069
"    "    70    "    . . . . .	.0642
"    "    83    "    . . . . .	.0386
"    "    96    "    . . . . .	.0232

which will be far enough to pursue the calculation. 

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Giving the present value of 1 <i>l.</i> payable at each of those periods . . . . .	3.0229
	110

And of 110*l.* payable at the same times . . . . . 

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 £332.519

or 332*l.* 10*s.* 4*d.*, as the amount to be allowed for fines and fees in the case put.

*On the value of a Life Estate, calculated by reference to Life Insurance tables.*

In calculating the value of a life estate through the medium of the tables of a life insurance office, it is better to refer to those tables which do not admit of bonuses, as they, being uncertain, cannot be calculated; the value of any life estate may be calculated by a very simple algebraical equation.

Suppose it is required to find the value of an estate bringing in a net annual income of 100*l.*, to endure during the life of a person twenty-nine years of age, in order to realize 4*l.* per cent. per annum on the money invested, and to secure a return of that money on the death of the life tenant. Assume that, to secure 100*l.* on the death of a person aged twenty-nine, an annual sum of 2*l.* 5*s.* 6*d.* must be paid: the annual sum a purchaser of the life interest in question would therefore have to pay to secure the repayment of his purchase-money would be 2*l.* 5*s.* 6*d.*, divided by 100, and multiplied by the amount of the purchase-money.

Assume  $x$  to be the purchase-money to be paid. Then 2*l.* 5*s.* 6*d.*, divided by 100, and multiplied by  $x$ , will be the annual premium payable for insurance.

Simplify this, and we have  $\frac{91x}{4000}$  to represent the an-

nual premium. Then  $100 - \frac{91x}{4000}$  will be the net annual income of the life estate *after paying the insurance premium.*

As the rate of interest, required on the purchase money, is 4*l.* per cent. per annum, this net annual sum will equal the purchase-money, which is repre-



sented by  $x$ ; divided by 100, and multiplied by four, that is  $\frac{x}{25}$ .

We then arrive at this equation.

$$100 - \frac{91x}{4000} = \frac{x}{25}$$

Multiply by 4000, and we have  $400,000 - 91x = 160x$ ; or, by transposing,  $251x = 400,000$ ; and by dividing by 251 we find the value of  $x$  to be  $1593\text{l. } 12\text{s. } 6\text{d.}$ , which is the value of a life estate of  $100\text{l.}$  a year, where the life tenant is twenty-nine years old, the per centage required is  $4\text{l.}$  per annum, and the calculation based on the life insurance table alluded to.

It frequently happens that, when a life estate is sold, there is also sold with it a policy of insurance to secure the payment of a certain sum on the death of the life tenant. In such a case, the value of the policy must be added to the purchase money. Suppose, for instance, in the case we have been considering, a policy had been effected for  $1700\text{l.}$  when the life tenant was fourteen years old; the annual premium would then be, say  $1\text{l. } 11\text{s. } 8\text{d.}$  per cent., or, for the  $1700\text{l.}$ ,  $26\text{l. } 18\text{s. } 4\text{d.}$  The annual premium on the same amount,  $1700\text{l.}$ , at the time of the purchase, that is, when the life tenant is twenty-nine, would be  $38\text{l. } 13\text{s. } 6\text{d.}$ ; so that in obtaining the policy already effected, instead of having to insure the life at the higher rate of premium, a saving is effected of the difference between the two annual sums; namely,  $11\text{l. } 15\text{s. } 2\text{d.}$ , during the life of the life tenant; which saving, at the rate of  $4\text{l.}$  per cent. per annum, is, according to the calculation just made, worth  $187\text{l. } 19\text{s. } 6\text{d.}$ , which, added to the  $1593\text{l. } 12\text{s. } 6\text{d.}$ , will give the value of the estate and the policy at  $1781\text{l. } 12\text{s.}$  As the policy purchased only secures

1700*l.*, the remaining 81*l.* 12*s.* may be secured at the rate of 2*l.* 5*s.* 6*d.* per cent. per annum; which will consequently entail an annual extra expense of 1*l.* 17*s.* The following statement proves the correctness of the calculation: the sum to be given, we say, is 1781*l.* 12*s.*, which, at 4*l.* per cent. per annum, should bring in an annual income of 71*l.* 5*s.* 3*d.*

	£	s.	d.
The net annual income of the estate is . . . . .	100	0	0
From this must be deducted the annual premium, payable on the policy purchased, which is . . . . .	26	18	4
	73 1 8		
And also the annual premium paid to insure the remaining 81 <i>l.</i> 12 <i>s.</i> , which is . . . . .	1	17	0
	£71 4 8		
Leaving a balance of . . . . .			

Within 7*d.* of what the investment, at 4*l.* per cent. per annum, should realize: this difference of 7*d.* occurs from rejecting the fractions of a penny in the calculations: by reckoning them the precise amount might be ascertained. The foregoing calculations are based upon a table framed upon the most correct principle of life insurance; namely, that of giving no bonuses. In purchasing policies of life insurance, if bonuses have been declared, or are likely to be added to the policies, that must be taken into account.

*To calculate the Value of a Reversion.*

The present value of the property in perpetuity must be ascertained, and the value of the life-interest, as ascertained by Table VI., deducted from it; the

result will give the value required. The perpetuity is represented by 100 divided by the rate of interest the purchaser desires to make of his money; thus, if the interest be 5*l.* per cent., the perpetuity will be 20 years' purchase; if 4½*l.* per cent., 22.222; if 4*l.* per cent., 25. and so on. For example, if the value of a reversion, after the death of a person aged 70, be required, at 5*l.* per cent., we have 20 — 6.336, or 13.664 years' purchase, and if the annual value of the estate be 10*l.*, it gives the value of the reversion in question 136*l.* 12*s.* 9*d.*

*Value of Leaseholds.*

The value of leasehold property, of course, diminishes every year. In order to ascertain its worth, there must be deducted from the gross rental which may reasonably be expected from the property, the ground rent, land tax, insurance, annual cost of repairs, and a sum for other charges and contingencies, including the average annual loss from the property's remaining unoccupied; and then, having determined the rate of interest desired for the money invested, the value of the lease can readily be ascertained by reference to Table IV. If there be any repairs which require to be done at once, the expense of them should be deducted from the gross purchase-money. For example, suppose a house is worth, to let, 100*l.* a year, and the charges and contingencies I have mentioned are estimated at 40*l.* a year, the purchaser will receive 60*l.* a year during the continuance of the lease; and if there are 20 years unexpired of it, and he wishes to receive 6*l.* per cent. for his money, he will see, on reference to Table IV., that the value of the lease is 688*l.* 3*s.* 10*d.*, being sixty times as much as the present value of 1*l.* per

annum for twenty years, which is estimated at 11.4699, or 11*l.* 9*s.* 4*d.*

But although, in this case, 688*l.* 3*s.* 10*d.* is the value of the lease in question, the purchaser will probably find that, if he give that sum, he will not realize 6*l.* per cent. on his outlay, and, at the end of the lease, have a sufficient sum in hand to repay his purchase-money, because he will not be able to make compound interest of the reserve fund of 18*l.* 14*s.* 2*d.* per annum, at the rate of 6*l.* per cent. If he wishes to be quite safe, and base his calculation on not receiving compound interest, it will be made thus :—

The interest required on the purchase-money is . . . . . 6*l.* per cent.

The reserve fund, to repay the purchase-money at the end of the lease, being one-twentieth of the purchase-money, will be equal to . . . . . 5*l.* „

Making it necessary to purchase at the rate of . . . . . 11*l.* „

60*l.* a year, at the rate of 11*l.* per cent., is  $60 \times 100 \div 11$ , or 545*l.* 9*s.* 1*d.*, which will be the purchase-money. The correctness of the calculation appears from the following statement :—

The interest on the purchase-money, 545*l.* 9*s.* 1*d.*, at 6*l.* per cent. per annum, is . . . . . 32*l.* 14*s.* 6½*d.*

The reserve fund of one-twentieth of the purchase-money . . . . . 27 5 5½

Making altogether the net rental of the estate . . . . . 60 0 0

It will be observed that, between these two calculations of the value of the same estate, there is a dif-

ference of 142*l.* 14*s.* 9*d.*, and, as the first is practically much too high, the last is probably considerably too low. The real value to a purchaser will depend upon the eligibility of the investments for the annual reserve fund. If the purchaser desire it, he can insure the payment of his purchase-money on the expiration of the term, by effecting an insurance for that purpose with the Law Property Assurance and Trust Society before mentioned. The rates of insurance vary, of course, with the length of the unexpired term of the lease. In the case under consideration, there being twenty years to come, the rate of insurance will be at the rate of 3*l.* 14*s.* 5*d.* per cent. per annum, and the purchase-money to be given, assuming an insurance to be effected with that Society, will be thus ascertained in the case under consideration:—

Assume  $x$  to be the purchase-money.

Then  $x$  multiplied by 3*l.* 14*s.* 5*d.*, and divided by 100, or  $\frac{893 x}{24000}$  will be the annual cost of insurance, and the annual value of the estate being 60*l.*, the net value will be 60*l.* —  $\frac{893 x}{24000}$ , which, as 6*l.* per cent. is required on the purchase-money, independent of the insurance, should be equal to  $\frac{6 x}{100}$ .

$$\text{We then have } 60 - \frac{893 x}{24000} = \frac{6 x}{100},$$

$$\text{or } 1,440,000 - 893 x = \frac{144,000 x}{100} = 1440 x,$$

$$\text{or } 2333 x = 1,440,000,$$

or  $x = 617*l.* 4*s.* 7*d.*$ , as the value of the estate, if an insurance have to be effected with the Society alluded to.

The proof of this calculation is as follows:—

The rate per cent. per annum being 3*l.* 14*s.* 5*d.*,

the annual charge on the purchase-money, 617*l.* 4*s.* 7*d.*, will be 22*l.* 19*s.* 4*d.*, which, deducted from 60*l.*, the annual net rent of the estate, leaves a clear income of 37*l.* 0*s.* 8*d.*, which is exactly 6*l.* per cent. on the purchase-money of 617*l.* 4*s.* 7*d.*

To ascertain the value of leasehold property renewable at the expiration of any number of years, the calculations must be made in the following manner: For example, it is required to find the value of a lease renewable for ever on payment of a fine every fourteen years, the next fine becoming payable four years hence, and the purchaser requiring 5*l.* per cent. on his investment. The first fine being payable in four years, and each subsequent fine every fourteen years afterwards, they will be payable at the end of 4 years, 18 years, 32 years, 46 years, 60 years, 74 years, 88 years, and so on. The present value of a fine payable more than 100 years hence is so small, that it is not of consequence in the calculation. Assume the fine to be 20*l.*, we find, on reference to Table II., that

The present value of 1 <i>l.</i> payable	{ 4 years hence, is, at 5 <i>l.</i> per cent. }	.8227
„	18 „	.4155
„	32 „	.2099
„	46 „	.1060
„	60 „	.0535
„	74 „	.0270
„	88 „	.0137
Giving the present aggregate value of 1 <i>l.</i> payable at each of those periods . .		1.6483
		20
And of 20 <i>l.</i> payable at the same time		£32.9660

or 3*l.* 19*s.* 3*d.* as the sum to be deducted from the purchase-money, on account of the renewal fines. If there be any annual rent payable to the original landlord, that will, of course, be deducted with the other annual charges from the gross annual rental of the estate, so as to obtain the net value, as a basis for the calculation of the purchase-money. There are the solicitor's fees for preparing and registering the lease, &c., which 12*l.* ought to cover.

If the covenant to renew be confined to a certain number of years, instead of being perpetual ; if, for instance, it so happen, that there shall be no renewal after the expiration of sixty years, then, assuming the other facts in the last example to be the basis of the calculation, the value will be ascertained by calculating, in the first instance, the value of the lease, to determine absolutely at the end of sixty years, as previously directed, and by deducting from it the present value of the sums payable at the four renewals in question, which, in the example stated, will be 31*l.* 1*s.* 7*d.*

If the leasehold property be perpetually renewable on the falling in of a life, that is, if on the death of one of the persons for whose lives the lease is granted, a fine is to be paid by the lessee, who is to nominate another life, the calculation will be made as follows. Assume there are three lives, aged fifty, sixty, and seventy, and the sum payable on each renewal is 20*l.*, we find on reference to the table of the probability of life that the fine will have to be paid in about eight years and a half, in about fourteen years and a quarter, and in about twenty years and a half, and subsequently at the death of each newly nominated life. On reference to Table II., we find that,

allowing 5*l.* per cent. interest, the present value of 20*l.*, payable

	£	s.
8½ years hence, is about . . . . .	13	14
14¼ . . . . .	9	19
20½ . . . . .	7	6
	£30	19

Giving 30*l.* 19*s.* as the present value of the renewals, in consequence of the dropping of the *existing* lives: the first *new* life will be nominated 8½ years hence, the second 14¼ years hence, and the third 20½ years hence, and assuming the life nominated each time to be only 7 years old, it will probably endure 48 years, so that the first payment for renewal, in consequence of the dropping of a *new* life, may be expected to happen in about 56½ years; the second in about 62¼ years; and the third in about 68½ years: this will be quite far enough to pursue the calculation: allowing 5*l.* per cent. interest, the present value of 20*l.*, payable

	£	s.
56½ years hence, is about . . . . .	1	9
62½ . . . . .	0	19
68½ . . . . .	0	14
	£3	2

which, added to the 30*l.* 9*s.* before ascertained, will make 33*l.* 11*s.*, the present value of the fines for renewal of the lease.

To estimate the value of fines payable to the lord of a manor, the respective ages of each tenant must be ascertained, and, that having been done, the pre-



sent value of the fines in respect of the property of each tenant may be readily ascertained in the manner previously pointed out at page 117; the aggregate will be nearly the value of the manor.

*The Method of calculating Tithe Rent-charge.*

To do this, the data required to be ascertained are the sum for which the tithes are commuted; the average price of wheat, barley, and oats, for the seven years ending Christmas, 1835; and the average price of wheat, barley, and oats, for the seven years ending with the Christmas next preceding the year during which the required rent-charge is payable. The prices required are published in the *London Gazette* early in each year, and may always be had on application to Mr. Mc Willich, 30, Suffolk Street, Pall Mall, London. The calculation is made thus: suppose the rent-charge is commuted at 50*l.* a year; the price per bushel for the seven years ending Christmas, 1835, was 7*s.* 0 $\frac{1}{4}$ *d.* for wheat; 3*s.* 11 $\frac{1}{2}$ *d.* for barley; and 2*s.* 9*d.* for oats: the rent-charge must be divided into three equal parts, and the number of bushels of each kind of corn, which can be bought with a third of the rent-charge, at the prices preceding Christmas 1835, ascertained. A reference to Table IX., will facilitate this calculation: the third of 50*l.*, the rent-charge in question, that is, 16*l.* 13*s.* 4*d.*, will, at the before stated prices, purchase 47.478 bushels of wheat, 84.211 bushels of barley, and 121.212 bushels of oats; the number of bushels so ascertained, multiplied respectively by the published average prices for the year, for which the calculation is made, will give the value of the rent-

charge in question. Thus, the published average prices for the year 1849 were, wheat 6*s.* 10¼*d.* per bushel, barley 4*s.* 1¼*d.* per bushel, and oats 2*s.* 8¾*d.* per bushel: the sum payable for the year 1849, in respect of a rent-charge commuted at 50*l.*, was therefore,

<i>s.</i>	<i>d.</i>		£	<i>s.</i>	<i>d.</i>
6	10¼	multiplied by 47.478 or	16	5	5
4	1¼	. . . . . 84.211 or	17	5	7¼
2	8¾	. . . . . 121.212 or	16	10	9½

which, added together, make 50*l.* 1*s.* 9¾*d.* the sum required.

As we cannot tell the price of corn in years to come, it is not possible to calculate with certainty the income, which will be derived from rent-charges in lieu of tithes. Assuming the prices to continue the same as they were in July 1850, that is, for wheat 5*s.* 3½*d.* a bushel, barley 2*s.* 9¼*d.* a bushel, and oats 2*s.* 2½*d.* a bushel, the value of a tithe rent-charge commuted at 100*l.*

			£	<i>s.</i>	<i>d.</i>
for the year	1851	will be . . . .	96	16	9¾ <sup>1</sup>
„	1852	„ . . . .	93	17	10½
„	1853	„ . . . .	90	13	9¼
„	1854	„ . . . .	86	16	2
„	1855	„ . . . .	78	15	11¾
„	1856	„ . . . .	76	4	0
„	1857	„ . . . .	75	2	6

and 75*l.* 2*s.* 6*d.* for every subsequent year.

And calculating upon those prices, the value of a tithe rent-charge commuted at 100*l.* on the days mentioned below, the calculations being made on the

<sup>1</sup> Since the above calculations were made, the rent-charge for the year 1851 has been ascertained to be 96*l.* 11*s.* 4¾*d.*

principle of allowing compound interest, will be within a few shillings of the following sums :—

	At 3 per cent.	4 per cent.	5 per cent.	6 per cent.	7 per cent.
	£	£	£	£	£
On 31st December . 1850	2642	2015	1635	1382	1192
On 30th June . . 1851	2622	1995	1615	1363	1181
On 31st December . 1851	2602	1976	1596	1345	1164
On 30th June . . 1852	2584	1957	1579	1328	1146
On 31st December . 1852	2567	1940	1561	1310	1129
On 30th June . . 1853	2552	1926	1547	1297	1116
On 31st December . 1853	2536	1909	1532	1283	1103
On 30th June . . 1854	2525	1899	1522	1273	1093
On 31st December . 1854	2514	1887	1510	1261	1081
On 30th June . . 1855	2510	1884	1507	1258	1078
On 31st December . 1855	2506	1880	1504	1255	1075
On 30th June . . 1856	2505	1879	1503	1254	1074
On 31st December, 1856, and on every subsequent 30th June and 31st De- cember . . . . .	2504	1878	1502	1253	1073

The foregoing table, it will be seen, is arranged to include one payment immediately, and the others at the end of each subsequent half year.

#### *The Value of an Advowson*

is calculated as an absolute reversion after the death of the incumbent at a certain rate of interest in the manner previously directed ; the net income being the amount derivable from the benefice, after deducting rates, taxes, and other charges, including the stipend of a curate. Regard must be paid to the probable variation of the commuted rent-charge, respecting which, see the preceding pages.

#### *The Value of a Next Presentation*

depends not only upon the age of the incumbent, but upon the age of the person to be presented : the

older the incumbent is the more valuable the next presentation is to the person to be presented ; and the younger he is, the more valuable is it to him, as he will probably enjoy the living for a longer period, than if he were an older man : to estimate the market value of a next presentation the age of the person to be presented should be assumed to be thirty. The value may be determined thus : suppose it is required to know the value of a next presentation at 5*l.* per cent., the incumbent being seventy, and the person to be presented thirty. By reference to Table VIII., we find the value of a property to continue during the longer of two lives, aged thirty, and seventy, at 5*l.* per cent. to be 15.413 years' purchase : from this subtract the value of the incumbent's life as stated in Table VI., to be 6.336, and we find 9.077 years' purchase to be the value of the next presentation ; and if the net income of the living be 250*l.* a year, the value of such next presentation will be 2269*l.* 5*s.*

### *The Value of a Policy of Life Insurance*

is obtained by ascertaining the sum to be received at the death of the party insured : the value of his life, according to Table VI., at the per centage the purchaser requires, and the value of the annual premium to be paid to keep the policy on foot : the two latter values, deducted from the sum to be received, give the value of the policy of insurance. Thus :—

Suppose it is required to find the value of a policy for 1000*l.*, at 4*l.* per cent., on a life of fifty, to be paid, as is usual, three months after death, the bonuses expected to be added by the office being

## VALUE OF POLICY OF LIFE INSURANCE.

500*l.* : the annual premium being 28*l.*, and the first payment thereof being required a year hence.

	£	s.	d.
The sum insured is . . . . .	1000	0	0
The amount of bonuses say . . . . .	500	0	0
Therefore the amount to be received	1500	0	0
Value of life of 50, at 4 <i>l.</i> per cent, is 12.869 years' purchase : value of one year's purchase on 1500 <i>l.</i> , at 4 <i>l.</i> , is 60 <i>l.</i> , value of life there- fore, 60 × 12.869 or . . . . .	772	2	9
Giving the present value of amount to be received, if payable at the death of the party insured			
	727	17	3
But not being payable till 3 months after death, discount the amount by deducting 3 months' interest on 727 <i>l.</i> 17 <i>s.</i> 3 <i>d.</i> , at 4 <i>l.</i> per cent., or	7	5	6
	720	11	9
Deduct value of premium of 28 <i>l.</i> during life of insured, or 28 × 12.869 . . . . .	360	6	7
Giving value required	£360	5	2

THE  
FIVE TABLES  
OF  
COMPOUND INTEREST,

AS ORIGINALLY PUBLISHED BY

MR. SMART;

WITH EXAMPLES ILLUSTRATIVE OF THE SAME.

N

The Amount of *One Pound* for any Number of Years.

Years.	3 per Cent.	4 per Cent.	5 per Cent.	6 per Cent.	Years.
1	1.0300	1.0400	1.0500	1.0600	1
2	1.0609	1.0816	1.1025	1.1236	2
3	1.0927	1.1249	1.1576	1.1910	3
4	1.1255	1.1699	1.2155	1.2625	4
5	1.1593	1.2167	1.2763	1.3382	5
6	1.1941	1.2653	1.3401	1.4185	6
7	1.2299	1.3159	1.4071	1.5036	7
8	1.2668	1.3686	1.4775	1.5938	8
9	1.3048	1.4233	1.5513	1.6895	9
10	1.3439	1.4802	1.6289	1.7908	10
11	1.3842	1.5395	1.7103	1.8983	11
12	1.4259	1.6010	1.7959	2.0122	12
13	1.4685	1.6651	1.8856	2.1329	13
14	1.5126	1.7317	1.9799	2.2609	14
*15	1.5580	1.8009	2.0789	2.3966	15
16	1.6047	1.8730	2.1829	2.5404	16
17	1.6528	1.9479	2.2920	2.6928	17
18	1.7024	2.0258	2.4066	2.8543	18
19	1.7535	2.1068	2.5270	3.0256	19
20	1.8061	2.1911	2.6533	3.2071	20
21	1.8603	2.2788	2.7860	3.3996	21
22	1.9161	2.3699	2.9253	3.6035	22
23	1.9736	2.4647	3.0715	3.8197	23
24	2.0328	2.5633	3.2251	4.0489	24
25	2.0938	2.6658	3.3864	4.2919	25
26	2.1566	2.7725	3.5557	4.5494	26
27	2.2213	2.8834	3.7335	4.8223	27
28	2.2879	2.9987	3.9202	5.1117	28
29	2.3566	3.1187	4.1162	5.4184	29
30	2.4273	3.2434	4.3219	5.7435	30
31	2.5001	3.3731	4.5380	6.0881	31
32	2.5751	3.5081	4.7649	6.4534	32
33	2.6523	3.6484	5.0032	6.8406	33
34	2.7319	3.7943	5.2533	7.2511	34
35	2.8139	3.9461	5.5160	7.6861	35

\* *Example.*—*l.* in 15 years, at 3 per cent., will amount to 1.5580, or *l.* 1*l.* 2*d.*—At 4 per cent., 1.8009, or *l.* 16*s.*—At 5 per cent., 2.0789, or 2*l.* 1*s.* 7*d.*—At 6 per cent., 2.3966, or 2*l.* 7*s.* 11*d.*

The Amount of *One Pound* for any Number of Years.

Years.	7 per Cent.	8 per Cent.	9 per Cent.	10 per Cent.	Years.
1	1.0700	1.0800	1.0900	1.1000	1
2	1.1449	1.1664	1.1881	1.2100	2
3	1.2250	1.2597	1.2950	1.3310	3
4	1.3108	1.3605	1.4116	1.4641	4
5	1.4026	1.4693	1.5386	1.6105	5
6	1.5007	1.5869	1.6771	1.7716	6
7	1.6058	1.7138	1.8280	1.9487	7
8	1.7182	1.8509	1.9926	2.1436	8
9	1.8385	1.9990	2.1719	2.3579	9
10	1.9672	2.1589	2.3674	2.5937	10
11	2.1049	2.3316	2.5804	2.8531	11
12	2.2522	2.5182	2.8127	3.1384	12
13	2.4098	2.7196	3.0658	3.4523	13
14	2.5785	2.9372	3.3417	3.7975	14
*15	2.7590	3.1722	3.6425	4.1773	15
16	2.9522	3.4259	3.9703	4.5950	16
17	3.1588	3.7000	4.3276	5.0545	17
18	3.3799	3.9960	4.7171	5.5599	18
19	3.6165	4.3157	5.1417	6.1159	19
20	3.8696	4.6610	5.6044	6.7274	20
21	4.1406	5.0338	6.1088	7.4002	21
22	4.4304	5.4365	6.6586	8.1403	22
23	4.7405	5.8715	7.2579	8.9543	23
24	5.0724	6.3412	7.9110	9.8497	24
25	5.4274	6.8485	8.6230	10.8347	25
26	5.8074	7.3964	9.3992	11.9182	26
27	6.2139	7.9881	10.2451	13.1100	27
28	6.6488	8.6271	11.1671	14.4210	28
29	7.1143	9.3173	12.1722	15.8631	29
30	7.6123	10.0627	13.2677	17.4494	30
31	8.1451	10.8677	14.4618	19.1943	31
32	8.7153	11.7371	15.7633	21.1138	32
33	9.3254	12.6761	17.1820	23.2252	33
34	9.9781	13.6902	18.7284	25.5477	34
35	10.6766	14.7853	20.4140	28.1024	35

\* *Example.*—*l.* in 15 years, at 7 per cent., will amount to 2.7590, or *2l. 15s. 2d.*—At 8 per cent., 3.1722, or *3l. 3s. 5d.*—At 9 per cent., 3.6425, or *3l. 12s. 10d.*—At 10 per cent., 4.1773, or *4l. 3s. 6d.*



The Amount of *One Pound* for any Number of Years.

Years.	3 per Cent.	4 per Cent.	5 per Cent.	6 per Cent.	Years.
36	2.8983	4.1039	5.7918	8.1473	36
37	2.9852	4.2681	6.0814	8.6368	37
38	3.0748	4.4388	6.3855	9.1543	38
39	3.1670	4.6164	6.7048	9.7035	39
*40	3.2620	4.8010	7.0400	10.2857	40
41	3.3599	4.9931	7.3920	10.9029	41
42	3.4607	5.1928	7.7616	11.5570	42
43	3.5645	5.4005	8.1497	12.2505	43
44	3.6715	5.6165	8.5572	12.9855	44
45	3.7816	5.8411	8.9850	13.7646	45
46	3.8950	6.0748	9.4343	14.5905	46
47	4.0119	6.3178	9.9060	15.4659	47
48	4.1323	6.5705	10.4013	16.3939	48
49	4.2562	6.8333	10.9213	17.3775	49
50	4.3839	7.1067	11.4674	18.4202	50
51	4.5154	7.3910	12.0408	19.5254	51
52	4.6509	7.6866	12.6428	20.6969	52
53	4.7904	7.9941	13.2749	21.9387	53
54	4.9341	8.3138	13.9387	23.2550	54
55	5.0821	8.6464	14.6356	24.6503	55
56	5.2346	8.9922	15.3674	26.1293	56
57	5.3917	8.3519	16.1358	27.6971	57
58	5.5534	9.7260	16.9426	29.3589	58
59	5.7200	10.1150	17.7897	31.1205	59
60	5.8916	10.5196	18.6792	32.9877	60
61	6.0684	10.9404	19.6131	34.9670	61
62	6.2504	11.3780	20.5938	37.0650	62
63	6.4379	11.8332	21.6235	39.2889	63
64	6.6311	12.3065	22.7047	41.6462	64
65	6.8300	12.7987	23.8399	44.1450	65
66	7.0349	13.3107	25.0319	46.7937	66
67	7.2460	13.8431	26.2835	49.6013	67
68	7.4633	14.3968	27.5977	52.5774	68
69	7.6872	14.9727	28.9775	55.7320	69
70	7.9178	15.5716	30.4264	59.0759	70

\* *Example.*—1*l.* in 40 years, at 3 per cent., will amount to 3.2620, or 3*l.* 5*s.* 3*d.*—At 4 per cent., 4.8010, or 4*l.* 16*s.*—At 5 per cent., 7.0400, or 7*l.* 0*s.* 10*d.*—At 6 per cent., 10.2857, or 10*l.* 5*s.* 8*d.*

The Amount of *One Pound* for any Number of Years.

Years.	7 per Cent.	8 per Cent.	9 per Cent.	10 per Cent.	Years.
36	11.4239	15.9682	22.2512	30.9127	36
37	12.2236	17.2456	24.2538	34.0039	37
38	13.0793	18.6253	26.4367	37.4043	38
39	13.9948	20.1153	28.8160	41.1448	39
*40	14.9745	21.7245	31.4094	45.2593	40
41	16.0227	23.4625	34.2363	49.7852	41
42	17.1443	25.3395	37.3175	54.7637	42
43	18.3444	27.3666	40.6761	60.2401	43
44	19.6285	29.5560	44.3370	66.2641	44
45	21.0025	31.9204	48.3273	72.8905	45
46	22.4726	34.4741	52.6767	80.1795	46
47	24.0457	37.2320	57.4176	88.1975	47
48	25.7289	40.2106	62.5852	97.0172	48
49	27.5299	43.4274	68.2179	106.7190	49
50	29.4570	46.9016	74.3575	117.3909	50
51	31.5190	50.6537	81.0497	129.1299	51
52	33.7253	54.7060	88.3442	142.0429	52
53	36.0861	59.0825	96.2951	156.2472	53
54	38.6122	63.8091	104.9617	171.8719	54
55	41.3150	68.9139	114.4083	189.0591	55
56	44.2071	74.4270	124.7050	207.9651	56
57	47.3015	80.3811	135.9285	228.7616	57
58	50.6127	86.8116	148.1620	251.6377	58
59	54.1555	93.7565	161.4966	276.8015	59
60	57.9464	101.2571	176.0313	304.4816	60
61	62.0027	109.3576	191.8741	334.9298	61
62	66.3429	118.1062	209.1428	368.4228	62
63	70.9869	127.5547	227.9656	405.2651	63
64	75.9559	137.7591	248.4825	445.7916	64
65	81.2729	148.7798	270.8460	490.3707	65
66	86.9620	160.6822	295.2221	539.4078	66
67	93.0493	173.5368	321.7921	593.3486	67
68	99.5627	187.4198	350.7534	652.6834	68
69	106.5321	202.4133	382.3212	717.9518	69
70	113.9894	218.6064	416.7301	789.7470	70

\* *Example.*—*l.* in 40 years, at 7 per cent., will amount to 14.9745, or 14*l.* 19*s.* 6*d.*—At 8 per cent., 21.7245, or 21*l.* 14*s.* 6*d.*—At 9 per cent., 31.4094, or 31*l.* 8*s.* 2*d.*—At 10 per cent., 45.2593, or 45*l.* 5*s.* 2*d.*

The Amount of *One Pound* for any Number of Years.

Years.	3 per Cent.	4 per Cent.	5 per Cent.	6 per Cent.	Years.
71	8.1554	16.1945	31.9477	62.6205	71
72	8.4000	16.8423	33.5451	66.3777	72
73	8.6520	17.5160	35.2224	70.3604	73
74	8.9116	18.2166	36.9835	74.5820	74
75	9.1789	18.9453	38.8327	79.0569	75
76	9.4543	19.7031	40.7743	83.8003	76
77	9.7379	20.4912	42.8130	88.8284	77
78	10.0301	21.3108	44.9537	94.1581	78
79	10.3310	22.1633	47.2014	99.8075	79
*80	10.6409	23.0498	49.5614	105.7960	80
81	10.9601	23.9718	52.0395	112.1438	81
82	11.2889	24.9307	54.6415	118.8724	82
83	11.6276	25.9279	57.3736	126.0047	83
84	11.9764	26.9650	60.2422	133.5650	84
85	12.3357	28.0436	63.2544	141.5789	85
86	12.7058	29.1653	66.4171	150.0736	86
87	13.0870	30.3320	69.7379	159.0781	87
88	13.4796	31.5452	73.2248	168.6227	88
89	13.8839	32.8071	76.8861	178.7401	89
90	14.3005	34.1193	80.7304	189.4645	90
91	14.7295	35.4841	84.7669	200.8324	91
92	15.1714	36.9035	89.0052	212.8823	92
93	15.6265	38.3796	93.4555	225.6553	93
94	16.0953	39.9148	98.1283	239.1946	94
95	16.5782	41.5114	103.0347	253.5463	95
96	17.0755	43.1718	108.1864	268.7590	96
97	17.5878	44.8987	113.5957	284.8846	97
98	18.1154	46.6947	119.2755	301.9776	98
99	18.6589	48.5625	125.2393	320.0963	99
100	19.2186	50.5049	131.5013	339.3021	100

\* *Example.*—*l.* in 80 years, at 3 per cent., will amount to 10.6409, or 10*l.* 12*s.* 10*d.*—At 4 per cent., 23 0498, or 23*l.* 1*s.*—At 5 per cent., 49.5614, or 49*l.* 11*s.* 3*d.*—At 6 per cent., 105.7960, or 105*l.* 15*s.* 11*d.*

The Amount of *One Pound* for any Number of Years.

Years.	7 per Cent.	8 per Cent.	9 per Cent.	10 per Cent.	Years.
71	121.9686	236.0949	454.2358	868.7217	71
72	130.5065	254.9825	495.1170	955.5938	72
73	139.6419	275.3811	539.6775	1051.1532	73
74	149.4168	297.4116	588.2485	1156.2685	74
75	159.8760	321.2045	641.1909	1271.8954	75
76	171.0673	346.9009	698.8981	1399.0849	76
77	183.0421	374.6530	761.7989	1538.9934	77
78	195.8550	404.6252	830.3608	1692.8927	78
79	209.5648	436.9952	905.0933	1862.1820	79
*80	224.2344	471.9548	986.5517	2048.4002	80
81	239.9308	509.7112	1075.3413	2253.2402	81
82	256.7260	550.4881	1172.1220	2478.5643	82
83	274.6968	594.5272	1277.6130	2726.4207	83
84	293.9255	642.0893	1392.5928	2999.0628	84
85	314.5003	693.4565	1517.9320	3298.9690	85
86	336.5154	748.9330	1654.5459	3628.8659	86
87	360.0714	808.8476	1803.4550	3991.7525	87
88	385.2764	873.5555	1965.7660	4390.9278	88
89	412.2458	943.4399	2142.6849	4830.0206	89
90	441.1030	1018.9154	2335.5266	5313.0226	90
91	471.9802	1100.4283	2545.7240	5844.3249	91
92	505.0188	1188.4626	2774.8391	6428.7574	92
93	540.3701	1283.5396	3024.5747	7071.6331	93
94	578.1960	1386.2227	3296.7864	7778.7964	94
95	618.6697	1497.1205	3593.4971	8556.6760	95
96	661.9766	1616.8902	3916.9119	9412.3437	96
97	708.3150	1746.2414	4269.4340	1035.3578	97
98	757.8970	1895.9407	4653.6830	1138.8936	98
99	810.9498	2036.8160	5072.5145	1252.7829	99
100	867.7163	2199.7613	5529.0408	1378.0612	100

\* *Example.*—1*l.* in 80 years, at 7 per cent., will amount to 224.2344, or 224*l.* 4*s.* 8*d.*—At 8 per cent., 471.9548, or 471*l.* 19*s.* 1*d.*—At 9 per cent., 986.5517, or 986*l.* 11*s.*—At 10 per cent., 2048.4002, or 2048*l.* 8*s.*

The present Value of *One Pound* due at the End of any  
Number of Years.

Years.	3 per Cent.	4 per Cent.	5 per Cent.	6 per Cent.	Years.
1	.9709	.9615	.9524	.9434	1
2	.9426	.9246	.9070	.8900	2
3	.9151	.8890	.8638	.8396	3
4	.8885	.8548	.8227	.7921	4
5	.8626	.8219	.7835	.7473	5
6	.8375	.7903	.7462	.7050	6
7	.8131	.7599	.7107	.6651	7
8	.7894	.7307	.6768	.6274	8
9	.7664	.7026	.6446	.5919	9
10	.7441	.6756	.6139	.5584	10
11	.7224	.6496	.5847	.5268	11
12	.7014	.6246	.5568	.4970	12
13	.6810	.6006	.5303	.4688	13
14	.6611	.5775	.5051	.4423	14
*15	.6419	.5553	.4810	.4173	15
16	.6232	.5339	.4581	.3936	16
17	.6050	.5134	.4363	.3714	17
18	.5874	.4936	.4155	.3503	18
19	.5703	.4746	.3957	.3305	19
20	.5537	.4564	.3769	.3118	20
21	.5375	.4388	.3589	.2942	21
22	.5219	.4220	.3418	.2775	22
23	.5067	.4057	.3256	.2618	23
24	.4919	.3901	.3101	.2470	24
25	.4776	.3751	.2953	.2330	25
26	.4637	.3607	.2812	.2198	26
27	.4502	.3468	.2678	.2074	27
28	.4371	.3335	.2551	.1956	28
29	.4243	.3207	.2429	.1846	29
30	.4120	.3083	.2314	.1741	30
31	.4000	.2965	.2204	.1643	31
32	.3883	.2851	.2099	.1550	32
33	.3770	.2741	.1999	.1462	33
34	.3660	.2636	.1904	.1379	34
35	.3554	.2534	.1813	.1301	35

\* *Example.*—1l. due at the end of 15 years, at 3 per cent., is worth, in present money, .6419, or 12s. 10d.—At 4 per cent., .5553, or 11s. 1½d.—At 5 per cent., .4810, or 9s. 7½d.—At 6 per cent., .4173, or 8s. 4½d.

The present value of *One Pound* due at the End of any Number of Years.

Years.	7 per Cent.	8 per Cent.	9 per Cent.	10 per Cent.	Years.
1	.9346	.9259	.9174	.9091	1
2	.8734	.8573	.8417	.8264	2
3	.8163	.7938	.7722	.7513	3
4	.7629	.7350	.7084	.6830	4
5	.7130	.6806	.6499	.6209	5
6	.6663	.6302	.5963	.5645	6
7	.6227	.5835	.5470	.5132	7
8	.5820	.5403	.5019	.4665	8
9	.5439	.5002	.4604	.4241	9
10	.5083	.4632	.4224	.3855	10
11	.4751	.4289	.3875	.3505	11
12	.4440	.3971	.3555	.3186	12
13	.4150	.3677	.3262	.2897	13
14	.3878	.3405	.2992	.2633	14
*15	.3624	.3152	.2745	.2394	15
16	.3387	.2919	.2519	.2176	16
17	.3166	.2703	.2311	.1978	17
18	.2959	.2502	.2120	.1799	18
19	.2765	.2317	.1945	.1635	19
20	.2584	.2145	.1784	.1486	20
21	.2415	.1987	.1637	.1351	21
22	.2257	.1839	.1502	.1228	22
23	.2109	.1703	.1378	.1117	23
24	.1971	.1577	.1264	.1015	24
25	.1842	.1460	.1160	.0923	25
26	.1722	.1352	.1064	.0839	26
27	.1609	.1252	.0976	.0763	27
28	.1504	.1159	.0895	.0693	28
29	.1406	.1073	.0822	.0630	29
30	.1314	.0994	.0754	.0573	30
31	.1228	.0920	.0691	.0521	31
32	.1147	.0852	.0634	.0474	32
33	.1072	.0789	.0582	.0431	33
34	.1002	.0730	.0534	.0391	34
35	.0937	.0676	.0490	.0356	35

\* *Example.*—*l.* due at the end of 15 years, at 7 per cent., is worth, in present money, .3624, or 7s. 3d.—At 8 per cent., .3152, or 6s. 3½d.—At 9 per cent., .2745, or 5s. 6d.—At 10 per cent., .2394, or 4s. 9½d.

The present Value of *One Pound* due at the End of any Number of Years.

Years.	3 per Cent.	4 per Cent.	5 per Cent.	6 per Cent.	Years.
36	.3450	.2437	.1727	.1227	36
37	.3350	.2343	.1644	.1158	37
38	.3252	.2253	.1566	.1092	38
39	.3158	.2166	.1491	.1031	39
*40	.3066	.2083	.1420	.0972	40
41	.2976	.2003	.1353	.0917	41
42	.2890	.1926	.1288	.0865	42
43	.2805	.1852	.1227	.0816	43
44	.2724	.1780	.1169	.0770	44
45	.2644	.1712	.1113	.0727	45
46	.2567	.1646	.1060	.0685	46
47	.2493	.1583	.1009	.0647	47
48	.2420	.1522	.0961	.0610	48
49	.2350	.1463	.0916	.0575	49
50	.2281	.1407	.0872	.0543	50
51	.2215	.1353	.0831	.0512	51
52	.2150	.1301	.0791	.0483	52
53	.2088	.1251	.0753	.0456	53
54	.2027	.1203	.0717	.0430	54
55	.1968	.1157	.0683	.0406	55
56	.1910	.1112	.0651	.0383	56
57	.1855	.1069	.0620	.0361	57
58	.1801	.1028	.0590	.0341	58
59	.1748	.0989	.0562	.0321	59
60	.1697	.0951	.0535	.0303	60
61	.1648	.0914	.0510	.0286	61
62	.1600	.0879	.0486	.0270	62
63	.1553	.0845	.0462	.0255	63
64	.1508	.0813	.0440	.0240	64
65	.1464	.0781	.0419	.0227	65
66	.1421	.0751	.0399	.0214	66
67	.1380	.0722	.0380	.0202	67
68	.1340	.0695	.0362	.0190	68
69	.1301	.0668	.0345	.0179	69
70	.1263	.0642	.0329	.0169	70

\* *Example.*—*l.* due at the end of 40 years, at 3 per cent., is worth, in present money, .3066, or 6s. 1½*d.*—At 4 per cent., .2083, or 4s. 2*d.*—At 5 per cent., .1420, or 2s. 10*d.*—At 6 per cent., .0972, or 1s. 11½*d.*

The present Value of *One Pound* due at the End of any  
Number of Years.

Years.	7 per Cent.	8 per Cent.	9 per Cent.	10 per Cent.	Years.
36	.0875	.0626	.0449	.0323	36
37	.0818	.0580	.0412	.0294	37
38	.0765	.0537	.0378	.0267	38
39	.0715	.0497	.0347	.0243	39
*40	.0668	.0460	.0318	.0221	40
41	.0624	.0426	.0292	.0201	41
42	.0583	.0395	.0268	.0183	42
43	.0545	.0365	.0246	.0166	43
44	.0509	.0338	.0226	.0151	44
45	.0476	.0313	.0207	.0137	45
46	.0445	.0290	.0190	.0125	46
47	.0416	.0269	.0174	.0113	47
48	.0389	.0249	.0160	.0103	48
49	.0363	.0230	.0147	.0094	49
50	.0339	.0213	.0134	.0085	50
51	.0317	.0197	.0123	.0077	51
52	.0297	.0183	.0113	.0070	52
53	.0277	.0169	.0104	.0064	53
54	.0259	.0157	.0095	.0058	54
55	.0242	.0145	.0087	.0053	55
56	.0226	.0134	.0080	.0048	56
57	.0211	.0124	.0074	.0044	57
58	.0198	.0115	.0067	.0040	58
59	.0185	.0107	.0062	.0036	59
60	.0173	.0099	.0057	.0033	60
61	.0161	.0091	.0052	.0030	61
62	.0151	.0085	.0048	.0027	62
63	.0141	.0078	.0044	.0025	63
64	.0132	.0073	.0040	.0022	64
65	.0123	.0067	.0037	.0020	65
66	.0115	.0062	.0034	.0019	66
67	.0107	.0058	.0031	.0017	67
68	.0100	.0053	.0029	.0015	68
69	.0094	.0049	.0026	.0014	69
70	.0088	.0046	.0024	.0013	70

\* *Example.*—1l. due at the end of 40 years, at 7 per cent., is worth, in present money, .0668, or 1s. 4d.—At 8 per cent., .0460, or 11d.—At 9 per cent., .0318, or 7½d.—At 10 per cent., .0221, or 5½d.



The present value of *One Pound* due at the End of any Number of Years.

Years.	3 per Cent.	4 per Cent.	5 per Cent.	6 per Cent.	Years.
71	.1226	.0617	.0313	.0160	71
72	.1190	.0594	.0298	.0151	72
73	.1156	.0571	.0284	.0142	73
74	.1122	.0549	.0270	.0134	74
75	.1089	.0528	.0258	.0126	75
76	.1058	.0508	.0245	.0119	76
77	.1027	.0488	.0234	.0113	77
78	.0997	.0469	.0222	.0106	78
79	.0968	.0451	.0212	.0100	79
*80	.0940	.0434	.0202	.0095	80
81	.0912	.0417	.0192	.0089	81
82	.0886	.0401	.0183	.0084	82
83	.0860	.0386	.0174	.0079	83
84	.0835	.0371	.0166	.0075	84
85	.0811	.0357	.0158	.0071	85
86	.0787	.0343	.0151	.0067	86
87	.0764	.0330	.0143	.0063	87
88	.0742	.0317	.0137	.0059	88
89	.0720	.0305	.0130	.0056	89
90	.0699	.0293	.0124	.0053	90
91	.0679	.0282	.0118	.0050	91
92	.0659	.0271	.0112	.0047	92
93	.0640	.0261	.0107	.0044	93
94	.0621	.0251	.0102	.0042	94
95	.0603	.0241	.0097	.0039	95
96	.0586	.0232	.0092	.0037	96
97	.0569	.0223	.0088	.0035	97
98	.0552	.0214	.0084	.0033	98
99	.0536	.0206	.0080	.0031	99
100	.0520	.0198	.0076	.0029	100

\* *Example.*—1*l.* due at the end of 80 years, at 3 per cent., is worth, in present money, .0940, or 1*s.* 10½*d.*—At 4 per cent., .0434, or 10½*d.*—At 5 per cent., .0202, or 5*d.*—At 6 per cent., .0095, or 2½*d.*

The present Value of *One Pound* due at the End of any Number of Years.

Years.	7 per Cent.	8 per Cent.	9 per Cent.	10 per Cent.	Years.
71	.0082	.0042	.0022	.0012	71
72	.0077	.0039	.0020	.0010	72
73	.0072	.0036	.0019	.0010	73
74	.0067	.0034	.0017	.0009	74
75	.0063	.0031	.0016	.0008	75
76	.0058	.0029	.0014	.0007	76
77	.0055	.0027	.0013	.0006	77
78	.0051	.0025	.0012	.0006	78
79	.0048	.0023	.0011	.0005	79
*80	.0045	.0021	.0010	.0005	80
81	.0042	.0020	.0009	.0004	81
82	.0039	.0018	.0009	.0004	82
83	.0036	.0017	.0009	.0004	83
84	.0034	.0016	.0007	.0003	84
85	.0032	.0014	.0007	.0003	85
86	.0030	.0013	.0006	.0003	86
87	.0028	.0012	.0006	.0003	87
88	.0026	.0011	.0005	.0002	88
89	.0024	.0011	.0005	.0002	89
90	.0023	.0010	.0004	.0002	90
91	.0021	.0009	.0004	.0002	91
92	.0020	.0008	.0004	.0002	92
93	.0019	.0008	.0003	.0001	93
94	.0017	.0007	.0003	.0001	94
95	.0016	.0007	.0003	.0001	95
96	.0015	.0006	.0003	.0001	96
97	.0014	.0006	.0002	.0001	97
98	.0013	.0005	.0002	.0001	98
99	.0012	.0005	.0002	.0001	99
100	.0012	.0005	.0002	.0001	100

\* *Example.*—*l.* due at the end of 80 years, at 7 per cent., is worth, in present money, .0045, or  $1d.$ —At 8 per cent., .0021, or  $\frac{1}{2}d.$ —At 9 per cent., .0010, or  $\frac{1}{4}d.$ —At 10 per cent., .0005, or  $\frac{1}{8}d.$

The Amount of *One Pound per Annum* in any Number of Years.

Years.	3 per Cent.	4 per Cent.	5 per Cent.	6 per Cent.	Years.
36	63.2759	77.5983	95.8363	119.1209	36
37	66.1742	81.7022	101.6281	127.2681	37
38	69.1594	85.9703	107.7095	135.9042	38
39	72.2342	90.4091	114.0950	145.0585	39
*40	75.4012	95.0255	120.7998	154.7620	40
41	78.6633	99.8265	127.8398	165.0477	41
42	82.0232	104.8195	135.2318	175.9505	42
43	85.4839	110.0124	142.9933	187.5075	43
44	89.0484	115.4129	151.1430	199.7580	44
45	92.7199	121.0294	159.7002	212.7435	45
46	96.5015	126.8706	168.6852	226.5081	46
47	100.3965	132.9454	178.1194	241.0986	47
48	104.4084	139.2632	188.0254	256.5645	48
49	108.5406	145.8337	198.4267	272.9584	49
50	112.7969	152.6671	209.3480	290.3359	50
51	117.1808	159.7738	220.8154	308.7561	51
52	121.6962	167.1647	232.8562	328.2814	52
53	126.3471	174.8513	245.4990	348.9783	53
54	131.1375	182.8454	258.7739	370.9170	54
55	136.0716	191.1592	272.7126	394.1720	55
56	141.1538	199.8055	287.3482	418.8223	56
57	146.3884	208.7978	302.7157	444.9517	57
58	151.7800	218.1497	318.8514	472.6488	58
59	157.3334	227.8757	335.7940	502.0077	59
60	163.0534	237.9907	353.5837	533.1282	60
61	168.9450	248.5103	372.2629	566.1159	61
62	175.0134	259.4507	391.8760	601.0828	62
63	181.2638	270.8288	412.4699	638.1478	63
64	187.7017	282.6619	434.0933	677.4367	64
65	194.3328	294.9684	456.7980	719.0829	65
66	201.1627	307.7671	480.6379	763.2278	66
67	208.1976	321.0778	505.6698	810.0215	67
68	215.4436	334.9209	531.9533	859.6228	68
69	222.9069	349.3177	559.5510	912.2002	69
70	230.5941	364.2905	588.5285	967.9322	70

\* *Example.*—1*l.* per annum, in 40 years, at 3 per cent., will amount to 75.4012, or 75*l.* 8*s.* 0½*d.*—At 4 per cent., 95.0255, or 95*l.* 0*s.* 6*d.*—At 5 per cent., 120.7998, or 120*l.* 16*s.*—At 6 per cent., 154.7620, or 154*l.* 15*s.* 3*l.*

The Amount of *One Pound per Annum* in any Number of Years.

Years.	7 per Cent.	8 per Cent.	9 per Cent.	10 per Cent	Years.
36	148.9135	187.1021	236.1247	299.1268	36
37	160.3374	203.0703	258.3759	330.0395	37
38	172.5610	220.3159	282.6298	364.0434	38
39	185.6403	238.9412	309.0665	401.4478	39
*40	199.6351	259.0565	337.8824	442.5926	40
41	214.6096	280.7810	369.2919	487.8518	41
42	230.6322	304.2435	403.5281	537.6370	42
43	247.7765	329.5830	440.8457	592.4007	43
44	266.1209	356.9496	481.5218	652.6408	44
45	285.7493	386.5056	525.8587	718.9048	45
46	306.7518	418.4261	574.1860	791.7953	46
47	329.2244	452.9002	626.8628	871.9749	47
48	353.2701	490.1322	684.2804	960.1723	48
49	378.9990	536.3427	746.8656	1057.1896	49
50	406.5289	573.7702	815.0835	1163.9085	50
51	435.9860	620.6718	889.4411	1281.2994	51
52	467.5050	671.3255	970.4908	1410.4293	52
53	501.2303	726.0316	1058.8349	1552.4723	53
54	537.3164	785.1141	1155.1301	1708.7195	54
55	575.9285	848.9232	1260.0917	1880.5914	55
56	617.2436	917.8371	1374.5001	2069.6506	56
57	661.4506	992.2640	1499.2051	2277.6156	57
58	708.7522	1072.6451	1635.1335	2506.3772	58
59	759.3648	1159.4568	1783.2955	2758.0149	59
60	813.5204	1253.2133	1944.7921	3034.8164	60
61	871.4668	1354.4704	2120.8234	3339.2980	61
62	933.4695	1463.8280	2312.6975	3674.2278	62
63	999.8124	1581.9342	2521.8403	4042.6506	63
64	1070.7992	1709.4889	2749.8059	4447.9157	64
65	1146.7552	1847.2481	2998.2885	4893.7073	65
66	1228.0280	1996.0279	3269.1344	5384.0780	66
67	1314.9900	2156.7102	3564.3565	5923.4858	67
68	1408.0393	2330.2470	3886.1486	6516.8344	68
69	1507.6020	2517.6667	4236.9020	7169.5178	69
70	1614.1342	2720.0801	4619.2232	7887.4696	70

\* *Example.*—1l. per annum, in 40 years, at 7 per cent., will amount to 199.6351, or 199l. 12s. 8½d.—At 8 per cent., 259.0565, or 259l. 1s. 1½d.—At 9 per cent., 337.8824, or 337l. 17s. 7½d.—At 10 per cent., 442.5926, or 442l. 11s. 10½d.

TABLE III. (continued.)

The Amount of *One Pound per Annum* in any Number of Years.

Years.	3 per Cent.	4 per Cent.	5 per Cent.	6 per Cent.	Years.
71	238.5119	379.8621	618.9549	1027.0081	71
72	246.6672	396.0566	650.9027	1089.6285	72
73	255.0673	412.8988	684.4478	1156.0063	73
74	263.7193	430.4148	719.6702	1226.3667	74
75	272.6309	448.6314	756.6537	1300.9487	75
76	281.8098	467.5766	795.4864	1380.0056	76
77	291.2641	487.2797	836.2607	1463.8059	77
78	301.0020	507.7709	879.0738	1552.6343	78
79	311.0321	529.0817	924.0274	1646.7924	79
*80	321.3630	551.2450	971.2288	1746.5999	80
81	332.0039	574.2948	1020.7903	1852.3959	81
82	342.9640	598.2666	1072.8298	1964.5396	82
83	354.2529	623.1972	1127.4713	2083.4120	83
84	365.8805	649.1251	1184.8448	2209.4167	84
85	377.8570	676.0901	1245.0871	2342.9817	85
86	390.1927	704.1337	1308.3414	2484.5606	86
87	402.8984	733.2991	1374.7585	2634.6343	87
88	415.9854	763.6310	1444.4964	2793.7123	88
89	429.4650	795.1763	1517.7212	2962.3351	89
90	443.3489	827.9833	1594.6073	3141.0752	90
91	457.6494	862.1027	1675.3377	3330.5397	91
92	472.3789	897.5868	1760.1045	3531.3721	92
93	487.5502	934.4902	1849.1098	3744.2544	93
94	503.1767	972.8699	1942.5653	3969.9097	94
95	519.2720	1012.7846	2040.6935	4209.1042	95
96	535.8502	1054.2960	2143.7282	4462.6505	96
97	552.9257	1097.4679	2251.9146	4731.4095	97
98	570.5135	1142.3666	2365.5103	5016.2941	98
99	588.6289	1189.0613	2484.7859	5318.2718	99
100	607.2877	1237.6237	2610.0252	5638.3681	100

\* *Example.*—1*l.* per annum, in 80 years, at 3 per cent., will amount to 321.3630, or 321*l.* 7*s.* 3½*d.*—At 4 per cent., 551.2450, or 551*l.* 4*s.* 10½*d.*—At 5 per cent., 971.2288, or 971*l.* 4*s.* 7*d.*—At 6 per cent., 1746.5999, or 1746*l.* 12*s.*

The Amount of *One Pound per Annum* in any Number of Years.

Years.	7 per Cent.	8 per Cent.	9 per Cent.	10 per Cent.	Years.
71	1728.1236	2938.686	5035.953	8677.217	71
72	1850.0922	3174.781	5490.189	9545.938	72
73	1980.5987	3429.764	5985.306	10501.532	73
74	2120.2406	3705.145	6524.984	11552.685	74
75	2269.6574	4002.557	7113.232	12708.954	75
76	2429.5334	4323.761	7754.423	13980.849	76
77	2600.6008	4670.662	8453.321	15379.934	77
78	2783.6428	5045.315	9215.120	16918.927	78
79	2979.4978	5449.940	10045.481	18611.820	79
*80	3189.0627	5886.935	10950.574	20474.002	80
81	3413.2971	6358.890	11937.126	22522.402	81
82	3653.2279	6868.601	13012.467	24775.643	82
83	3909.9538	7419.090	14184.589	27254.207	83
84	4184.6506	8013.617	15462.202	29980.628	84
85	4478.5761	8655.706	16854.800	32979.690	85
86	4793.0764	9349.163	18372.732	36278.659	86
87	5129.5918	10098.096	20027.278	39907.525	87
88	5489.6632	10906.943	21830.733	43899.277	88
89	5874.9396	11780.499	23796.499	48290.206	89
90	6287.1854	12723.939	25939.184	53120.226	90
91	6728.2884	13748.554	28274.711	58433.249	91
92	7200.2686	14843.282	30820.435	64277.574	92
93	7705.2874	16031.745	33595.274	70706.331	93
94	8245.6575	17315.284	36619.849	77777.964	94
95	8823.8535	18701.507	39916.635	85556.760	95
96	9442.5233	20198.627	43510.132	94113.437	96
97	10104.500	21815.518	47427.044	103525.780	97
98	10812.815	23561.759	51696.478	113879.358	98
99	11570.712	25447.700	56350.161	125268.294	99
100	12381.662	27484.516	61422.675	137796.123	100

\* *Example.*—*l.* per annum, in 80 years, at 7 per cent., will amount to 3189.0627, or 3189*l.* 3*d.*—At 8 per cent., 5886.935, or 5886*l.* 18*s.* 8½*d.*—At 9 per cent., 10950.574, or 10,950*l.* 11*s.* 5½*d.*—At 10 per cent., 20474.002, or 20,474*l.* 0*s.* 0½*d.*

The present Value of *One Pound per Annum* for any Number of Years.

Years.	3 per Cent.	4 per Cent.	5 per Cent.	6 per Cent.	Years.
$\frac{1}{2}$	.4890	.4855	.4820	.4786	$\frac{1}{2}$
1	.9709	.9615	.9524	.9434	1
$1\frac{1}{2}$	1.4457	1.4283	1.4114	1.3949	$1\frac{1}{2}$
2	1.9135	1.8861	1.8594	1.8334	2
$2\frac{1}{2}$	2.3744	2.3350	2.2966	2.2593	$2\frac{1}{2}$
3	2.8296	2.7751	2.7232	2.6730	3
$3\frac{1}{2}$	3.2761	3.2067	3.1396	3.0748	$3\frac{1}{2}$
4	3.7171	3.6299	3.5460	3.4651	4
$4\frac{1}{2}$	4.1516	4.0449	3.9425	3.8442	$4\frac{1}{2}$
5	4.5797	4.4518	4.3295	4.2124	5
$5\frac{1}{2}$	5.0015	4.8509	4.7071	4.5700	$5\frac{1}{2}$
6	5.4172	5.2421	5.0757	4.9173	6
$6\frac{1}{2}$	5.8267	5.6258	5.4354	5.2547	$6\frac{1}{2}$
7	6.2303	6.0021	5.7864	5.5824	7
$7\frac{1}{2}$	6.6279	6.3710	6.1289	5.9007	$7\frac{1}{2}$
8	7.0197	6.7327	6.4632	6.2098	8
$8\frac{1}{2}$	7.4057	7.0875	6.7894	6.5101	$8\frac{1}{2}$
9	7.7861	7.4353	7.1078	6.8017	9
$9\frac{1}{2}$	8.1609	7.7764	7.4185	7.0850	$9\frac{1}{2}$
10	8.5302	8.1109	7.7217	7.3601	10
$10\frac{1}{2}$	8.8941	8.4389	8.0176	7.6273	$10\frac{1}{2}$
11	9.2526	8.7605	8.3064	7.8869	11
$11\frac{1}{2}$	9.6059	9.0759	8.5882	8.1390	$11\frac{1}{2}$
12	9.9540	9.3851	8.8633	8.3838	12
$12\frac{1}{2}$	10.2970	9.6883	9.1316	8.6217	$12\frac{1}{2}$
13	10.6350	9.9856	9.3936	8.8527	13
$13\frac{1}{2}$	10.9680	10.2772	9.6492	9.0771	$13\frac{1}{2}$
14	11.2961	10.5631	9.8986	9.2950	14
$14\frac{1}{2}$	11.6194	10.8435	10.1421	9.5067	$14\frac{1}{2}$
*15	11.9379	11.1184	10.3797	9.7122	15
$15\frac{1}{2}$	12.2518	11.3880	10.6115	9.9119	$15\frac{1}{2}$
16	12.5611	11.6523	10.8378	10.1059	16
$16\frac{1}{2}$	12.8658	11.9115	11.0586	10.2943	$16\frac{1}{2}$
17	13.1661	12.1657	11.2741	10.4773	17
$17\frac{1}{2}$	13.4620	12.4149	11.4844	10.6550	$17\frac{1}{2}$

\* *Example.*—1*l.* per annum, for 15 years, at 3 per cent., is worth, in present money, 11.9379, or 11*l.* 18*s.* 9*d.*—At 4 per cent., 11.1184, or 11*l.* 2*s.* 4*½d.*—At 5 per cent., 10.3797, or 10*l.* 7*s.* 7*d.*—At 6 per cent., 9.7122, or 9*l.* 14*s.* 3*d.*

The present Value of *One Pound per Annum* for any Number of Years.

Years.	7 per Cent.	8 per Cent.	9 per Cent.	10 per Cent.	Years.
$\frac{1}{2}$	.4752	.4719	.4686	.4654	$\frac{1}{2}$
1	.9346	.9259	.9174	.9091	1
$1\frac{1}{2}$	1.3787	1.3628	1.3473	1.3322	$1\frac{1}{2}$
2	1.8080	1.7833	1.7591	1.7355	2
$2\frac{1}{2}$	2.2231	2.1878	2.1535	2.1201	$2\frac{1}{2}$
3	2.6243	2.5771	2.5313	2.4869	3
$3\frac{1}{2}$	3.0122	2.9517	2.8931	2.8365	$3\frac{1}{2}$
4	3.3872	3.3121	3.2397	3.1699	4
$4\frac{1}{2}$	3.7497	3.6590	3.5717	3.4877	$4\frac{1}{2}$
5	4.1002	3.9927	3.8697	3.7908	5
$5\frac{1}{2}$	4.4390	4.3139	4.1942	4.0797	$5\frac{1}{2}$
6	4.7665	4.6229	4.4859	4.3553	6
$6\frac{1}{2}$	5.0832	4.9202	4.7653	4.6180	$6\frac{1}{2}$
7	5.3893	5.2064	5.0330	4.8684	7
$7\frac{1}{2}$	5.6852	5.4817	5.2893	5.1072	$7\frac{1}{2}$
8	5.9713	5.7466	5.5348	5.3349	8
$8\frac{1}{2}$	6.2479	6.0016	5.7700	5.5520	$8\frac{1}{2}$
9	6.5152	6.2469	5.9952	5.7590	9
$9\frac{1}{2}$	6.7737	6.4829	6.2110	5.9564	$9\frac{1}{2}$
10	7.0236	6.7101	6.4177	6.1446	10
$10\frac{1}{2}$	7.2651	6.9286	6.6156	6.3240	$10\frac{1}{2}$
11	7.4987	7.1390	6.8052	6.4951	11
$11\frac{1}{2}$	7.7244	7.3413	6.9863	6.6582	$11\frac{1}{2}$
12	7.9427	7.5361	7.1607	6.8137	12
$12\frac{1}{2}$	8.1537	7.7235	7.3273	6.9620	$12\frac{1}{2}$
13	8.3577	7.9038	7.4869	7.1034	13
$13\frac{1}{2}$	8.5548	8.0773	7.6398	7.2382	$13\frac{1}{2}$
14	8.7455	8.2442	7.7862	7.3667	14
$14\frac{1}{2}$	8.9298	8.4049	7.9264	7.4892	$14\frac{1}{2}$
*15	9.1079	8.5595	8.0607	7.6061	15
$15\frac{1}{2}$	9.2801	8.7082	8.1893	7.7175	$15\frac{1}{2}$
16	9.4466	8.8514	8.3126	7.8237	16
$16\frac{1}{2}$	9.6076	8.9891	8.4306	7.9250	$16\frac{1}{2}$
17	9.7633	9.1216	8.5436	8.0216	17
$17\frac{1}{2}$	9.9137	9.2492	8.6519	8.1136	$17\frac{1}{2}$

\* *Example.*—*l.* per annum, for 15 years, at 7 per cent., is worth in present money 9.1079, or *9l.* 2s. 1 $\frac{1}{2}$ d.—At 8 per cent., 8.5595, or *8l.* 11s. 2 $\frac{1}{2}$ d.—At 9 per cent., 8.0607, or *8l.* 1s. 2 $\frac{1}{2}$ d.—At 10 per cent., 7.6061, or *7l.* 12s. 1 $\frac{1}{2}$ d.



The present Value of *One Pound per Annum* for any Number of Years.

Years.	3 per Cent.	4 per Cent.	5 per Cent.	6 per Cent.	Years.
35½	21.6610	18.7876	16.4616	14.5605	35½
36	21.8323	18.9083	16.5469	14.6210	36
36½	22.0010	19.0266	16.6301	14.6797	36½
37	22.1672	19.1426	16.7113	14.7369	37
37½	22.3311	19.2563	16.7905	14.7922	37½
38	22.4925	19.3679	16.8679	14.8460	38
38½	22.6515	19.4772	16.9434	14.8983	38½
39	22.8082	19.5845	17.0170	14.9491	39
39½	22.9626	19.6897	17.0889	14.9984	39½
*40	23.1148	19.7928	17.1591	15.0463	40
40½	23.2647	19.8939	17.2276	15.0928	40½
41	23.4123	19.9931	17.2944	15.1380	41
41½	23.5579	20.0903	17.3596	15.1819	41½
42	23.7014	20.1856	17.4232	15.2245	42
42½	23.8427	20.2792	17.4853	15.2660	42½
43	23.9819	20.3708	17.5459	15.3062	43
43½	24.1191	20.4607	17.6051	15.3452	43½
44	24.2543	20.5488	17.6628	15.3832	44
44½	24.3875	20.6353	17.7191	15.4200	44½
45	24.5187	20.7200	17.7741	15.4558	45
45½	24.6480	20.8032	17.8277	15.4906	45½
46	24.7754	20.8847	17.8801	15.5244	46
46½	24.9010	20.9646	17.9312	15.5572	46½
47	25.0247	21.0429	17.9810	15.5890	47
47½	25.1466	21.1198	18.0297	15.6200	47½
48	25.2667	21.1951	18.0772	15.6500	48
48½	25.3850	21.2690	18.1235	15.6792	48½
49	25.5017	21.3415	18.1687	15.7076	49
49½	25.6166	21.4125	18.2129	15.7351	49½
50	25.7298	21.4822	18.2559	15.7619	50
50½	25.8413	21.5505	18.2980	15.7878	50½
51	25.9512	21.6175	18.3390	15.8131	51
51½	26.0595	21.6832	18.3790	15.8376	51½
52	26.1662	21.7476	18.4181	15.8614	52
52½	26.2714	21.8107	18.4562	15.8845	52½

\* *Example.*—*l.* per annum, for 40 years, at 3 per cent., is worth in present money 23.1148, or 23*l.* 2*s.* 3½*d.*—At 4 per cent., 19.7928, or 19*l.* 15*s.* 10½*d.*—At 5 per cent., 17.1591, or 17*l.* 3*s.* 2½*d.*—At 6 per cent. 15.0463, or 15*l.* 0*s.* 11½*d.*

The present Value of *One Pound per Annum* for any Number of Years.

Years.	7 per Cent.	8 per Cent.	9 per Cent.	10 per Cent.	Years.
35½	12.9922	11.6865	10.5898	9.6607	35½
36	13.0352	11.7172	10.6118	9.6765	36
36½	13.0768	11.7467	10.6328	9.6916	36½
37	13.1170	11.7752	10.6530	9.7059	37
37½	13.1559	11.8025	10.6723	9.7196	37½
38	13.1935	11.8289	10.6908	9.7327	38
38½	13.2298	11.8542	10.7085	9.7451	38½
39	13.2649	11.8786	10.7255	9.7570	39
39½	13.2989	11.9020	10.7418	9.7683	39½
*40	13.3317	11.9246	10.7574	9.7791	40
40½	13.3634	11.9463	10.7723	9.7893	40½
41	13.3941	11.9672	10.7866	9.7991	41
41½	13.4238	11.9874	10.8003	9.8085	41½
42	13.4524	12.0067	10.8134	9.8174	42
42½	13.4802	12.0253	10.8259	9.8259	42½
43	13.5070	12.0432	10.8380	9.8340	43
43½	13.5329	12.0605	10.8495	9.8417	43½
44	13.5579	12.0771	10.8605	9.8491	44
44½	13.5821	12.0930	10.8711	9.8561	44½
45	13.6055	12.1084	10.8812	9.8628	45
45½	13.6281	12.1232	10.8909	9.8692	45½
46	13.6500	12.1374	10.9002	9.8753	46
46½	13.6712	12.1511	10.9091	9.8811	46½
47	13.6916	12.1643	10.9176	9.8866	47
47½	13.7114	12.1769	10.9258	9.8919	47½
48	13.7305	12.1891	10.9336	9.8969	48
48½	13.7489	12.2009	10.9411	9.9017	48½
49	13.7668	12.2122	10.9482	9.9063	49
49½	13.7841	12.2230	10.9551	9.9107	49½
50	13.8007	12.2335	10.9617	9.9148	50
50½	13.8169	12.2435	10.9680	9.9188	50½
51	13.8325	12.2532	10.9740	9.9226	51
51½	13.8475	12.2625	10.9798	9.9262	51½
52	13.8621	12.2715	10.9853	9.9296	52
52½	13.8762	12.2801	10.9906	9.9329	52½

\* *Example.*—1*l.* per annum, for 40 years, at 7 per cent., is worth in present money 13.3317, or 13*l.* 6*s.* 7½*d.*—At 8 per cent., 11.9246, or 11*l.* 18*s.* 4*d.*—At 9 per cent., 10.7574, or 10*l.* 15*s.* 1½*d.*—At 10 per cent., 9.7791, or 9*l.* 15*s.* 7*d.*

The present Value of *One Pound per Annum* for any Number of Years.

Years.	3 per Cent.	4 per Cent.	5 per Cent.	6 per Cent.	Years.
71	29.2460	23.4563	19.3740	16.4005	71
72	29.3651	23.5156	19.4038	16.4156	72
73	29.4807	23.5727	19.4322	16.4298	73
74	29.5929	23.6276	19.4592	16.4432	74
75	29.7018	23.6804	19.4850	16.4558	75
76	29.8076	23.7312	19.5095	16.4678	76
77	29.9103	23.7800	19.5329	16.4790	77
78	30.0100	23.8269	19.5551	16.4897	78
79	30.1068	23.8720	19.5763	16.4997	79
*80	30.2008	23.9154	19.5965	16.5091	80
81	30.2920	23.9571	19.6157	16.5180	81
82	30.3806	23.9972	19.6340	16.5265	82
83	30.4666	24.0358	19.6514	16.5344	83
84	30.5501	24.0729	19.6680	16.5419	84
85	30.6312	24.1085	19.6838	16.5489	85
86	30.7099	24.1428	19.6989	16.5556	86
87	30.7863	24.1758	19.7132	16.5619	87
88	30.8605	24.2075	19.7269	16.5678	88
89	30.9325	24.2380	19.7399	16.5734	89
90	31.0024	24.2673	19.7523	16.5787	90
91	31.0703	24.2955	19.7641	16.5837	91
92	31.1362	24.3226	19.7753	16.5884	92
93	31.2002	24.3486	19.7860	16.5928	93
94	31.2623	24.3737	19.7962	16.5970	94
95	31.3227	24.3978	19.8059	16.6009	95
96	31.3812	24.4209	19.8151	16.6047	96
97	31.4381	24.4432	19.8239	16.6082	97
98	31.4933	24.4646	19.8323	16.6115	98
99	31.5469	24.4852	19.8403	16.6146	99
100	31.5989	24.5050	19.8479	16.6175	100
Perpetuity	} 33.3333	25.0000	20.0000	16.6667	{ Perpetuity.

\* *Example.*—1*l.* per annum, for 80 years, at 3 per cent., is worth in present money 30.2008, or 30*l.* 4*s.* 0¼*d.*—At 4 per cent., 23.9154, or 23*l.* 18*s.* 8¾*d.*—At 5 per cent., 19.5965, or 19*l.* 11*s.* 11¼*d.*—At 6 per cent. 16.5091, or 16*l.* 10*s.* 2¼*d.*

The present Value of *One Pound per Annum* for any Number of Years.

Years.	7 per Cent.	8 per Cent.	9 per Cent.	10 per Cent.	Years.
71	14.1686	12.4471	11.0867	9.9885	71
72	14.1763	12.4510	11.0887	9.9895	72
73	14.1834	12.4546	11.0905	9.9905	73
74	14.1901	12.4580	11.0922	9.9914	74
75	14.1964	12.4610	11.0938	9.9921	75
76	14.2022	12.4640	11.0952	9.9929	76
77	14.2077	12.4666	11.0965	9.9935	77
78	14.2128	12.4690	11.0977	9.9941	78
79	14.2175	12.4714	11.0988	9.9946	79
*80	14.2220	12.4735	11.0998	9.9951	80
81	14.2262	12.4755	11.1008	9.9956	81
82	14.2301	12.4773	11.1016	9.9960	82
83	14.2337	12.4790	11.1024	9.9963	83
84	14.2371	12.4805	11.1031	9.9967	84
85	14.2403	12.4820	11.1038	9.9970	85
86	14.2433	12.4833	11.1044	9.9972	86
87	14.2460	12.4845	11.1049	9.9975	87
88	14.2486	12.4857	11.1055	9.9977	88
89	14.2511	12.4868	11.1059	9.9979	89
90	14.2533	12.4877	11.1064	9.9981	90
91	14.2554	12.4886	11.1067	9.9983	91
92	14.2574	12.4895	11.1071	9.9984	92
93	14.2592	12.4903	11.1074	9.9986	93
94	14.2610	12.4910	11.1077	9.9987	94
95	14.2626	12.4917	11.1080	9.9988	95
96	14.2641	12.4923	11.1083	9.9989	96
97	14.2655	12.4928	11.1085	9.9990	97
98	14.2669	12.4934	11.1087	9.9991	98
99	14.2681	12.4939	11.1089	9.9992	99
100	14.2693	12.4943	11.1091	9.9993	100
Perpetuity	} 14.2857	12.5000	11.1111	10.0000	{ Perpetuity.

\* *Example.*—1*l.* per annum, for 80 years, at 7 per cent., is worth in present money, 14.2220, or 14*l.* 4*s.* 5½*d.*—At 8 per cent., 12.4735, or 12*l.* 9*s.* 5¾*d.*—At 9 per cent., 11.0998, or 11*l.* 2*s.*—At 10 per cent., 9.9951, or 9*l.* 19*s.* 11¼*d.*

The Annuity which *One Pound* will purchase for any  
Number of Years.

Years.	3 per Cent.	4 per Cent.	5 per Cent.	6 per Cent.	Years.
1	1.0300	1.0400	1.0500	1.0600	1
2	.5226	.5302	.5378	.5454	2
3	.3535	.3603	.3672	.3741	3
4	.2690	.2755	.2820	.2886	4
5	.2184	.2246	.2310	.2374	5
6	.1846	.1908	.1970	.2034	6
7	.1605	.1666	.1728	.1791	7
8	.1425	.1485	.1547	.1610	8
9	.1284	.1345	.1407	.1470	9
10	.1172	.1233	.1295	.1359	10
11	.1081	.1141	.1204	.1268	11
12	.1005	.1066	.1128	.1193	12
13	.0940	.1001	.1065	.1130	13
14	.0885	.0947	.1010	.1076	14
*15	.0837	.0899	.0963	.1030	15
16	.0796	.0858	.0923	.0990	16
17	.0760	.0822	.0887	.0954	17
18	.0727	.0790	.0855	.0924	18
19	.0698	.0761	.0827	.0896	19
20	.0672	.0736	.0802	.0872	20
21	.0649	.0713	.0780	.0850	21
22	.0627	.0692	.0760	.0830	22
23	.0608	.0673	.0741	.0813	23
24	.0590	.0656	.0725	.0797	24
25	.0574	.0640	.0710	.0782	25
26	.0559	.0626	.0696	.0769	26
27	.0546	.0612	.0683	.0757	27
28	.0533	.0600	.0671	.0746	28
29	.0521	.0589	.0660	.0736	29
30	.0510	.0578	.0651	.0726	30
31	.0500	.0569	.0641	.0718	31
32	.0490	.0559	.0633	.0710	32
33	.0482	.0551	.0625	.0703	33
34	.0473	.0543	.0618	.0696	34
35	.0465	.0536	.0611	.0690	35

\* *Example.*—1*l.* will purchase an Annuity for 15 years, at 3 per cent., of .0837, or 1*s.* 8*d.*—At 4 per cent., .0899, or 1*s.* 9½*d.*—At 5 per cent., .0963, or 1*s.* 11*d.*—At 6 per cent., .1030, or 2*s.* 0½*d.*

The Annuity which *One Pound* will purchase for any Number of Years.

Years.	7 per Cent.	8 per Cent.	9 per Cent.	10 per Cent.	Years.
1	1.0700	1.0800	1.0900	1.1000	1
2	.5531	.5608	.5685	.5762	2
3	.3811	.3880	.3951	.4021	3
4	.2952	.3019	.3087	.3155	4
5	.2439	.2505	.2571	.2638	5
6	.2098	.2163	.2229	.2296	6
7	.1856	.1921	.1987	.2054	7
8	.1675	.1740	.1807	.1874	8
9	.1535	.1601	.1668	.1736	9
10	.1424	.1490	.1558	.1627	10
11	.1334	.1401	.1469	.1540	11
12	.1259	.1327	.1397	.1468	12
13	.1197	.1265	.1336	.1408	13
14	.1143	.1213	.1284	.1358	14
*15	.1098	.1168	.1241	.1315	15
16	.1059	.1130	.1203	.1278	16
17	.1024	.1096	.1170	.1247	17
18	.0994	.1067	.1142	.1219	18
19	.0968	.1041	.1117	.1195	19
20	.0944	.1019	.1095	.1175	20
21	.0923	.0998	.1076	.1156	21
22	.0904	.0980	.1059	.1140	22
23	.0887	.0964	.1044	.1126	23
24	.0872	.0950	.1030	.1118	24
25	.0858	.0937	.1018	.1102	25
26	.0846	.0925	.1007	.1092	26
27	.0834	.0914	.0997	.1083	27
28	.0824	.0905	.0989	.1075	28
29	.0814	.0896	.0981	.1067	29
30	.0806	.0888	.0973	.1061	30
31	.0798	.0881	.0967	.1055	31
32	.0791	.0875	.0961	.1050	32
33	.0784	.0869	.0956	.1045	33
34	.0778	.0863	.0951	.1041	34
35	.0772	.0858	.0946	.1037	35

\* *Example.*—*l.* will purchase an Annuity for 15 years, at 7 per cent., of .1098, or 2s. 2½*d.*—At 8 per cent., .1168, or 2s. 4*d.*—At 9 per cent., .1241, or 2s. 5¾*d.*—At 10 per cent., .1315, or 2s. 7½*d.*

The Annuity which *One Pound* will purchase for any  
Number of Years.

Years.	3 per Cent.	4 per Cent.	5 per Cent.	6 per Cent.	Years.
36	.0458	.0529	.0604	.0684	36
37	.0451	.0522	.0598	.0679	37
38	.0445	.0516	.0593	.0674	38
39	.0438	.0511	.0588	.0669	39
*40	.0433	.0505	.0583	.0665	40
41	.0427	.0500	.0578	.0661	41
42	.0422	.0495	.0574	.0657	42
43	.0417	.0491	.0570	.0653	43
44	.0412	.0487	.0566	.0650	44
45	.0408	.0483	.0563	.0647	45
46	.0404	.0479	.0559	.0644	46
47	.0400	.0475	.0556	.0641	47
48	.0396	.0472	.0553	.0639	48
49	.0392	.0469	.0550	.0637	49
50	.0389	.0466	.0548	.0634	50
51	.0385	.0463	.0545	.0632	51
52	.0382	.0460	.0543	.0630	52
53	.0379	.0457	.0541	.0629	53
54	.0376	.0455	.0539	.0627	54
55	.0373	.0452	.0537	.0625	55
56	.0370	.0450	.0534	.0624	56
57	.0368	.0448	.0533	.0623	57
58	.0366	.0446	.0531	.0621	58
59	.0364	.0444	.0530	.0620	59
60	.0361	.0442	.0528	.0619	60
61	.0359	.0440	.0527	.0618	61
62	.0357	.0439	.0526	.0617	62
63	.0355	.0437	.0524	.0616	63
64	.0353	.0435	.0523	.0615	64
65	.0351	.0434	.0522	.0614	65
66	.0350	.0432	.0521	.0613	66
67	.0348	.0431	.0520	.0612	67
68	.0346	.0430	.0519	.0612	68
69	.0345	.0429	.0518	.0611	69
70	.0343	.0427	.0517	.0610	70

\* *Example.*—*l.* will purchase an Annuity for 40 years, at 3 per cent., of .0433, or 10½*d.*—At 4 per cent., .0505, or *1s.*—At 5 per cent., .0583, or *1s. 2d.*—At 6 per cent., .0665, or *1s. 4d.*

The Annuity which *One Pound* will Purchase for any Number of Years.

Years.	7 per Cent.	8 per Cent.	9 per Cent.	10 per Cent.	Years.
36	.0767	.0853	.0942	.1033	36
37	.0762	.0849	.0939	.1030	37
38	.0758	.0845	.0935	.1027	38
39	.0754	.0842	.0932	.1025	39
*40	.0750	.0839	.0930	.1023	40
41	.0747	.0836	.0927	.1020	41
42	.0743	.0833	.0925	.1019	42
43	.0740	.0830	.0923	.1017	43
44	.0738	.0828	.0921	.1015	44
45	.0734	.0826	.0919	.1014	45
46	.0733	.0824	.0917	.1013	46
47	.0730	.0822	.0916	.1011	47
48	.0728	.0820	.0915	.1010	48
49	.0726	.0819	.0913	.1009	49
50	.0725	.0817	.0912	.1009	50
51	.0723	.0816	.0911	.1008	51
52	.0721	.0815	.0910	.1007	52
53	.0720	.0814	.0909	.1006	53
54	.0719	.0813	.0909	.1006	54
55	.0717	.0812	.0908	.1005	55
56	.0716	.0810	.0907	.1005	56
57	.0715	.0810	.0907	.1004	57
58	.0714	.0809	.0906	.1004	58
59	.0713	.0809	.0906	.1004	59
60	.0712	.0808	.0905	.1003	60
61	.0711	.0807	.0905	.1003	61
62	.0710	.0807	.0904	.1003	62
63	.0710	.0806	.0904	.1002	63
64	.0709	.0806	.0904	.1002	64
65	.0708	.0805	.0903	.1002	65
66	.0708	.0805	.0903	.1002	66
67	.0707	.0805	.0903	.1002	67
68	.0707	.0804	.0903	.1002	68
69	.0706	.0804	.0902	.1001	69
70	.0706	.0804	.0902	.1001	70

\* *Example.*—1l. will purchase an Annuity for 40 Years, at 7 per cent., of .0750, or 1s. 6d.—At 8 per cent., .0839, or 1s. 8½d.—At 9 per cent., .0930, or 1s. 10½d.—At 10 per cent., .1023, or 2s. 0½d.



The Annuity which *One Pound* will Purchase for any  
Number of Years.

Years.	3 per Cent.	4 per Cent.	5 per Cent.	6 per Cent.	Years.
71	.0342	.0426	.0516	.0610	71
72	.0341	.0425	.0515	.0609	72
73	.0339	.0424	.0515	.0609	73
74	.0338	.0423	.0514	.0608	74
75	.0337	.0422	.0513	.0608	75
76	.0335	.0421	.0513	.0607	76
77	.0334	.0421	.0512	.0607	77
78	.0333	.0420	.0511	.0606	78
79	.0332	.0419	.0511	.0606	79
*80	.0331	.0418	.0510	.0606	80
81	.0330	.0417	.0510	.0605	81
82	.0329	.0417	.0509	.0605	82
83	.0328	.0416	.0509	.0605	83
84	.0327	.0415	.0508	.0605	84
85	.0326	.0415	.0508	.0604	85
86	.0326	.0414	.0508	.0604	86
87	.0325	.0414	.0507	.0604	87
88	.0324	.0413	.0507	.0604	88
89	.0323	.0413	.0507	.0603	89
90	.0323	.0412	.0506	.0603	90
91	.0322	.0412	.0506	.0603	91
92	.0321	.0411	.0506	.0603	92
93	.0321	.0411	.0505	.0603	93
94	.0320	.0410	.0505	.0603	94
95	.0319	.0410	.0505	.0602	95
96	.0319	.0409	.0505	.0602	96
97	.0318	.0409	.0504	.0602	97
98	.0318	.0409	.0504	.0602	98
99	.0317	.0408	.0504	.0602	99
100	.0316	.0408	.0504	.0602	100
Perpetuity	.0300	.0400	.0500	.0600	Perpetuity.

\* *Example.*—*l.* will purchase an Annuity for 80 Years, at 3 per cent., of .0331, or 8*d.*—At 4 per cent., .0418, or 10*d.*—At 5 per cent., .0510, or 1*s.* 0½*d.*—At 6 per cent. 0606, or 1*s.* 2½*d.*

The Annuity which *One Pound* will Purchase for any  
Number of Years.

Years.	7 per Cent.	8 per Cent.	9 per Cent.	10 per Cent.	Years.
71	.0706	.0803	.0902	.1001	71
72	.0705	.0803	.0902	.1001	72
73	.0705	.0803	.0902	.1001	73
74	.0705	.0803	.0902	.1001	74
75	.0704	.0802	.0901	.1001	75
76	.0704	.0802	.0901	.1001	76
77	.0704	.0802	.0901	.1001	77
78	.0704	.0802	.0901	.1001	78
79	.0703	.0802	.0901	.1001	79
*80	.0703	.0802	.0901	.1000	80
81	.0703	.0802	.0901	.1000	81
82	.0703	.0801	.0901	.1000	82
83	.0703	.0801	.0901	.1000	83
84	.0702	.0801	.0901	.1000	84
85	.0702	.0801	.0901	.1000	85
86	.0702	.0801	.0901	.1000	86
87	.0702	.0801	.0900	.1000	87
88	.0702	.0801	.0900	.1000	88
89	.0702	.0801	.0900	.1000	89
90	.0702	.0801	.0900	.1000	90
91	.0701	.0801	.0900	.1000	91
92	.0701	.0801	.0900	.1000	92
93	.0701	.0801	.0900	.1000	93
94	.0701	.0801	.0900	.1000	94
95	.0701	.0801	.0900	.1000	95
96	.0701	.0801	.0900	.1000	96
97	.0701	.0801	.0900	.1000	97
98	.0701	.0801	.0900	.1000	98
99	.0701	.0801	.0900	.1000	99
100	.0701	.0801	.0900	.1000	100
Perpe- tuity.	.0700	.0800	.0900	.1000	Perpe- tuity.

\* *Example.*—*l.* will purchase an Annuity for 80 Years, at 7 per cent., of .0703, or *ls. 5d.*—At 8 per cent., .0802, or *ls. 7½d.*—At 9 per cent., .0901, or *ls. 9½d.*—At 10 per cent., .1000, or *2s.*

Showing the Value of an Annuity on a Single Life, according to the CARLISLE Table of Mortality.

Ages.	3 per Cent.	4 per Cent.	5 per Cent.	6 per Cent.	7 per Cent.	8 per Cent.
1	20.085	16.556	13.995	12.078	10.605	9.439
2	21.501	17.728	14.983	12.925	11.342	10.088
3	22.683	18.717	15.824	13.652	11.978	10.651
4	23.285	19.233	16.271	14.042	12.322	10.957
5	23.693	19.594	16.590	14.325	12.574	11.184
6	23.846	19.747	16.735	14.460	12.698	11.298
7	23.867	19.792	16.790	14.518	12.756	11.354
8	23.801	19.766	16.786	14.526	12.770	11.371
9	23.677	19.693	16.742	14.500	12.754	11.362
10	23.512	19.585	16.669	14.448	12.717	11.334
11	23.327	19.460	16.581	14.384	12.669	11.296
12	23.143	19.336	16.494	14.321	12.621	11.259
13	22.957	19.210	16.406	14.257	12.572	11.221
14	22.769	19.082	16.316	14.191	12.522	11.182
15	22.582	18.956	16.227	14.126	12.473	11.144
16	22.404	18.837	16.144	14.067	12.429	11.111
17	22.232	18.723	16.066	14.012	12.389	11.081
18	22.058	18.608	15.987	13.956	12.348	11.051
19	21.879	18.488	15.904	13.897	12.305	11.019
20	21.694	18.363	15.817	13.835	12.259	10.985
21	21.504	18.233	15.726	13.769	12.210	10.948
22	21.304	18.095	15.628	13.697	12.156	10.906
23	21.098	17.951	15.525	13.621	12.098	10.861
24	20.885	17.801	15.417	13.541	12.037	10.813
25	20.665	17.645	15.303	13.456	11.972	10.762
26	20.442	17.486	15.187	13.368	11.904	10.709
27	20.212	17.320	15.065	13.275	11.832	10.652
28	19.981	17.154	14.942	13.182	11.759	10.594
29	19.761	16.997	14.827	13.096	11.693	10.542
30	19.556	16.852	14.723	13.020	11.636	10.498
31	19.348	16.705	14.617	12.942	11.578	10.454
32	19.134	16.552	14.506	12.860	11.516	10.407
33	18.910	16.390	14.387	12.771	11.448	10.355
34	18.675	16.219	14.260	12.675	11.374	10.297
35	18.433	16.041	14.127	12.573	11.295	10.235
36	18.183	15.856	13.987	12.465	11.211	10.168
37	17.928	15.666	13.843	12.354	11.124	10.098
38	17.669	15.471	13.695	12.239	11.033	10.026
39	17.405	15.272	13.542	12.120	10.939	9.950
40	17.143	15.074	13.390	12.002	10.845	9.875

TABLE VI. (continued.)

Showing the Value of an Annuity on a Single Life, according to the CARLISLE Table of Mortality.

Ages.	3 per Cent.	4 per Cent.	5 per Cent.	6 per Cent.	7 per Cent.	8 per Cent.
41	16.890	14.883	13.245	11.890	10.757	9.805
42	16.640	14.694	13.101	11.779	10.671	9.737
43	16.389	14.505	12.957	11.668	10.585	9.669
44	16.130	14.308	12.806	11.551	10.494	9.597
45	15.863	14.104	12.648	11.428	10.397	9.520
46	15.585	13.889	12.480	11.296	10.292	9.436
47	15.294	13.662	12.301	11.154	10.178	9.344
48	14.986	13.419	12.107	10.998	10.052	9.241
49	14.654	13.153	11.892	10.823	9.908	9.121
50	14.303	12.869	11.660	10.631	9.749	8.987
51	13.932	12.566	11.410	10.422	9.573	8.838
52	13.558	12.258	11.154	10.208	9.392	8.684
53	13.180	11.945	10.892	9.988	9.205	8.523
54	12.798	11.627	10.624	9.761	9.011	8.356
55	12.408	11.300	10.347	9.524	8.807	8.179
56	12.014	10.966	10.063	9.280	8.595	7.995
57	11.614	10.625	9.771	9.027	8.375	7.802
58	11.218	10.286	9.478	8.772	8.153	7.606
59	10.841	9.963	9.199	8.529	7.940	7.418
60	10.491	9.663	8.940	8.304	7.743	7.245
61	10.180	9.398	8.712	8.108	7.572	7.095
62	9.875	9.137	8.487	7.913	7.403	6.947
63	9.567	8.872	8.258	7.714	7.229	6.795
64	9.246	8.593	8.016	7.502	7.042	6.630
65	8.917	8.307	7.765	7.281	6.847	6.457
66	8.578	8.010	7.503	7.049	6.641	6.272
67	8.228	7.700	7.227	6.803	6.421	6.075
68	7.869	7.380	6.941	6.546	6.189	5.866
69	7.499	7.049	6.643	6.277	5.945	5.643
70	7.123	6.709	6.336	5.998	5.690	5.410
71	6.737	6.358	6.015	5.704	5.420	5.160
72	6.373	6.026	5.711	5.424	5.162	4.922
73	6.044	5.725	5.435	5.170	4.927	4.704
74	5.752	5.458	5.190	4.944	4.719	4.511
75	5.512	5.239	4.989	4.760	4.549	4.355
76	5.277	5.024	4.792	4.579	4.382	4.200
77	5.059	4.825	4.609	4.410	4.227	4.056
78	4.838	4.622	4.422	4.238	4.067	3.908
79	4.592	4.394	4.210	4.040	3.883	3.736
80	4.365	4.183	4.015	3.858	3.713	3.577

Showing the Value of an Annuity on a Single Life, according to the CARLISLE Table of Mortality.

Ages.	3 per Cent.	4 per Cent.	5 per Cent.	6 per Cent.	7 per Cent.	8 per Cent.
81	4.110	3.753	3.729	3.656	3.523	3.398
82	3.998	3.746	3.606	3.474	3.352	3.237
83	3.872	3.634	3.446	3.286	3.174	3.069
84	3.454	3.329	3.211	3.102	2.999	2.903
85	3.229	3.115	3.009	2.909	2.815	2.727
86	3.103	2.928	2.830	2.739	2.652	2.571
87	2.975	2.776	2.686	2.599	2.519	2.44
88	2.776	2.683	2.597	2.515	2.439	2.366
89	2.665	2.577	2.495	2.417	2.344	2.276
90	2.499	2.416	2.339	2.266	2.198	2.133
91	2.481	2.398	2.321	2.248	2.180	2.115
92	2.377	2.492	2.412	2.337	2.266	2.198
93	2.587	2.600	2.518	2.440	2.367	2.297
94	2.736	2.650	2.569	2.492	2.419	2.350
95	2.757	2.674	2.596	2.522	2.451	2.383
96	2.704	2.628	2.555	2.486	2.420	2.358
97	2.559	2.492	2.428	2.368	2.309	2.253
98	2.388	2.332	2.278	2.227	2.177	2.129
99	2.131	2.087	2.045	2.004	1.964	1.926
100	1.683	1.653	1.624	1.596	1.569	1.543
101	1.228	1.210	1.192	1.175	1.159	1.142
102	0.771	0.762	0.753	0.744	0.735	0.727
103	0.324	0.321	0.317	0.314	0.312	0.309

TABLE VII.

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Showing the Value of an Annuity on a Single Life, according to  
M. DEPARCIEUX'S Tables.

Age.	4 per Cent.	4½ per Cent.	5 per Cent.	Age.	4 per Cent.	4½ per Cent.	5 per Cent.	Age.	4 per Cent.	4½ per Cent.	5 per Cent.
				31	16.675	15.578	14.598	61	9.393	9.049	8.726
				32	.535	.460	.499	62	.060	8.738	.435
3	18.242	16.756	15.475	33	.390	.338	.395	63	8.734	.433	.150
4	.559	17.052	.752	34	.240	.211	.287	64	.394	.114	7.850
5	.749	.233	.923	35	.084	.078	.175	65	.039	7.780	.535
6	.877	.357	16.043	36	15.972	14.941	.057	66	7.691	.451	.224
7	.953	.435	.121	37	.755	.797	13.934	67	.350	.129	6.918
8	.996	.482	.171	38	.556	.624	.783	68	.019	6.814	.620
9	19.022	.515	.209	39	.349	.444	.625	69	6.699	.511	.331
10	.008	.512	.213	40	.133	.254	.459	70	.394	.221	.055
				41	14.907	.056	.284	71	.084	5.925	5.773
11	18.949	.468	.179	42	.673	13.849	.100	72	5.794	.648	.505
12	.844	.380	.106	43	.427	.631	12.906	73	.506	.373	.246
13	.734	.289	.029	44	.171	.403	.702	74	.222	.101	4.985
14	.620	.194	15.949	45	13.904	.164	.487	75	4.945	4.836	.730
15	.502	.095	.865	46	.625	.913	.261	76	.652	.553	.458
16	.380	16.991	.777	47	.357	.672	.044	77	.370	.281	.195
17	.275	.905	.705	48	.076	.419	11.815	78	.105	.025	3.948
18	.167	.815	.629	49	12.807	.176	.595	79	3.834	3.763	.694
19	.054	.721	.551	50	.526	11.921	.363	80	.596	.533	.471
20	17.938	.624	.469	51	.255	.675	.140	81	.370	.313	.258
21	.841	.544	.403	52	11.995	.440	10.927	82	.164	.114	.065
22	.740	.462	.336	53	.725	.195	.703	83	2.939	2.895	2.853
23	.637	.377	.265	54	.443	10.938	.468	84	.679	.641	.604
24	.530	.289	.193	55	.173	.691	.242	85	.424	.392	.361
25	.420	.198	.117	56	10.891	.433	.006	86	.185	.158	.132
26	.306	.104	.039	57	.597	.163	9.757	87	1.977	1.955	1.933
27	.188	.006	14.957	58	.314	9.902	.517	88	.711	.693	.675
28	.066	15.905	.873	59	.020	.681	.266	89	.446	.433	.418
29	16.940	.800	.785	60	9.713	.346	.003	90	.187	.178	.166
30	.810	.691	.693								

For the *Purchasing* of Leases, Estates, or Annuities held on the *Longest* of Two *Lives*, at the several Rates of 3, 4, 5, and 6 per cent. Interest, which the Purchaser may thereby make of his Money.

Ages.	Years Purchase 3 per Cent.		Years Purchase. 4 per Cent.		Years Purchase. 5 per Cent.		Years Purchase. 6 per Cent.	
5—5	25.308	25 $\frac{1}{4}$	20.905	21	17.670	17 $\frac{3}{4}$	15.260	15 $\frac{1}{4}$
5—15	24.739	24 $\frac{3}{4}$	20.560	20 $\frac{1}{2}$	17.461	17 $\frac{1}{2}$	15.125	15
5—25	23.986	24	20.053	20	17.113	17	14.854	14 $\frac{3}{4}$
5—35	23.275	23 $\frac{1}{4}$	19.555	19 $\frac{1}{2}$	16.757	16 $\frac{3}{4}$	14.576	14 $\frac{1}{2}$
5—45	22.568	22 $\frac{1}{2}$	19.031	19	16.362	16 $\frac{1}{4}$	14.252	14 $\frac{1}{4}$
5—55	21.916	22	18.518	18 $\frac{1}{2}$	15.953	16	13.931	14
5—65	21.348	21 $\frac{1}{4}$	18.046	18	15.553	15 $\frac{1}{2}$	13.592	13 $\frac{1}{2}$
5—75	20.904	21	17.653	17 $\frac{3}{4}$	15.209	15 $\frac{1}{4}$	13.302	13 $\frac{1}{4}$
15—15	24.015	24	20.171	20 $\frac{1}{4}$	17.216	17 $\frac{1}{4}$	14.954	15
15—25	23.241	23 $\frac{1}{4}$	19.599	19 $\frac{1}{2}$	16.831	16 $\frac{3}{4}$	14.665	14 $\frac{3}{4}$
15—35	22.444	22 $\frac{1}{2}$	19.043	19	16.435	16 $\frac{1}{2}$	14.368	14 $\frac{1}{4}$
15—45	21.662	21 $\frac{3}{4}$	18.467	18 $\frac{1}{2}$	16.003	16	14.027	14
15—55	20.957	21	17.915	18	15.567	15 $\frac{1}{2}$	13.674	13 $\frac{3}{4}$
15—65	20.364	20 $\frac{1}{4}$	17.425	17 $\frac{1}{2}$	15.155	15 $\frac{1}{4}$	13.343	13 $\frac{1}{4}$
15—75	19.945	20	17.058	17	14.837	14 $\frac{3}{4}$	13.069	13
25—25	22.245	22 $\frac{1}{4}$	18.932	19	16.370	16 $\frac{1}{4}$	14.382	14 $\frac{1}{4}$
25—35	21.289	21 $\frac{1}{4}$	18.260	18 $\frac{1}{4}$	15.894	16	13.979	14
*25—45	20.342	20 $\frac{1}{4}$	17.561	17 $\frac{1}{2}$	15.368	15 $\frac{1}{4}$	13.569	13 $\frac{1}{2}$
25—55	19.480	19 $\frac{1}{2}$	16.885	17	14.833	14 $\frac{3}{4}$	13.142	13 $\frac{1}{4}$
25—65	18.748	18 $\frac{3}{4}$	16.279	16 $\frac{1}{4}$	14.324	14 $\frac{1}{4}$	12.719	12 $\frac{3}{4}$
25—75	18.214	18 $\frac{1}{4}$	15.811	15 $\frac{3}{4}$	13.915	14	12.369	12 $\frac{1}{4}$
35—35	20.154	20 $\frac{1}{4}$	17.466	17 $\frac{1}{2}$	15.324	15 $\frac{1}{4}$	13.557	13 $\frac{1}{2}$
35—45	19.008	19	16.616	16 $\frac{1}{2}$	14.686	14 $\frac{3}{4}$	13.070	13
35—55	17.957	18	15.792	15 $\frac{3}{4}$	14.035	14	12.547	12 $\frac{1}{2}$
35—65	17.065	17	15.053	15	13.414	13 $\frac{1}{2}$	12.024	12
35—75	16.417	16 $\frac{1}{2}$	14.485	14 $\frac{1}{2}$	12.919	13	11.614	11 $\frac{1}{2}$
45—45	17.608	17 $\frac{1}{2}$	15.576	15 $\frac{1}{2}$	13.898	14	12.463	12 $\frac{1}{2}$
45—55	16.285	16 $\frac{1}{4}$	14.536	14 $\frac{1}{2}$	13.076	13	11.809	11 $\frac{3}{4}$
45—65	15.146	15 $\frac{1}{4}$	13.591	13 $\frac{1}{2}$	12.283	12 $\frac{1}{4}$	11.252	11 $\frac{1}{4}$
45—75	14.311	14 $\frac{1}{4}$	12.859	12 $\frac{1}{4}$	11.643	11 $\frac{3}{4}$	10.594	10 $\frac{1}{2}$
55—55	14.619	14 $\frac{1}{2}$	13.223	13 $\frac{1}{2}$	12.029	12	10.965	11
55—65	13.120	13	11.976	12	10.983	11	10.100	10
55—75	11.999	12	10.992	11	10.120	10	9.342	9 $\frac{1}{4}$
65—75	9.545	9 $\frac{1}{2}$	8.917	9	8.351	8 $\frac{1}{4}$	7.834	7 $\frac{1}{4}$

\* *Example.*—A Lease or Annuity to continue during the existence of either of Two *Lives*, whose ages are 25 and 45, to make 3 per cent. and get back the Principal, is worth 20.342, or 20 $\frac{1}{4}$  Years' Purchase of the *clear* annual Rent ;—At 4 per cent., 17.561, or 17 $\frac{1}{2}$  Years' Purchase ;—At 5 per cent., 15.368, or 15 $\frac{1}{4}$  Years' Purchase ;—At 6 per cent., 13.569, or 13 $\frac{1}{2}$  Years' Purchase.

For the *Purchasing* of Leases, Estates, or Annuities, held on the Longest of Two LIVES, at the several Rates of 3, 4, 5, and 6 per cent. Interest, which the Purchaser may thereby make of his Money.

Ages.	Years Purchase. 3 per Cent.		Years Purchase. 4 per Cent.		Years Purchase. 5 per Cent.		Years Purchase. 6 per Cent.	
10—10	24.987	25	20.769	20 $\frac{3}{4}$	17.613	17 $\frac{1}{2}$	15.225	15 $\frac{1}{4}$
10—20	24.150	24 $\frac{1}{4}$	20.201	20 $\frac{1}{4}$	17.240	17 $\frac{1}{4}$	14.964	15
10—30	23.435	23 $\frac{1}{2}$	19.718	19 $\frac{3}{4}$	16.907	17	14.728	14 $\frac{3}{4}$
10—40	22.720	22 $\frac{3}{4}$	19.207	19 $\frac{1}{4}$	16.534	16 $\frac{1}{2}$	14.453	14 $\frac{1}{2}$
10—50	22.055	22	18.702	18 $\frac{3}{4}$	16.148	16 $\frac{1}{4}$	14.154	14 $\frac{1}{4}$
10—60	21.488	21 $\frac{1}{2}$	18.248	18 $\frac{1}{4}$	15.781	15 $\frac{3}{4}$	13.885	13 $\frac{3}{4}$
10—70	21.050	21	17.876	18	15.462	15 $\frac{1}{2}$	13.383	13 $\frac{1}{2}$
10—80	20.797	20 $\frac{3}{4}$	17.649	17 $\frac{3}{4}$	15.259	15 $\frac{1}{4}$	13.398	13 $\frac{1}{2}$
20—20	23.143	23 $\frac{1}{4}$	19.531	19 $\frac{1}{2}$	16.782	16 $\frac{3}{4}$	14.640	14 $\frac{3}{4}$
20—30	22.274	22 $\frac{1}{4}$	18.941	19	16.372	16 $\frac{1}{4}$	14.348	14 $\frac{1}{4}$
•20—40	21.390	21 $\frac{1}{2}$	18.306	18 $\frac{1}{4}$	15.907	16	14.003	14
20—50	20.551	20 $\frac{1}{2}$	17.667	17 $\frac{3}{4}$	15.415	15 $\frac{1}{2}$	13.620	13 $\frac{1}{2}$
20—60	19.818	19 $\frac{3}{4}$	17.077	17	14.936	15	13.228	13 $\frac{1}{4}$
20—70	19.223	19 $\frac{1}{4}$	16.568	16 $\frac{1}{2}$	14.498	14 $\frac{1}{2}$	12.852	12 $\frac{3}{4}$
20—80	18.850	18 $\frac{1}{4}$	16.233	16 $\frac{1}{4}$	14.197	14 $\frac{1}{4}$	12.578	12 $\frac{1}{2}$
30—30	20.255	21 $\frac{1}{4}$	18.249	18 $\frac{1}{4}$	15.889	16	14.004	14
30—40	20.202	20 $\frac{1}{4}$	17.488	17 $\frac{1}{2}$	15.333	15 $\frac{1}{4}$	13.592	13 $\frac{1}{2}$
30—50	19.198	19 $\frac{1}{4}$	16.724	16 $\frac{3}{4}$	14.745	14 $\frac{3}{4}$	13.133	13 $\frac{1}{4}$
30—60	18.321	18 $\frac{1}{4}$	16.018	16	14.172	14 $\frac{1}{4}$	12.665	12 $\frac{3}{4}$
30—70	17.613	17 $\frac{1}{2}$	15.413	15 $\frac{1}{2}$	13.653	13 $\frac{3}{4}$	12.218	12 $\frac{1}{2}$
30—80	17.173	17 $\frac{1}{4}$	15.018	15	13.297	13 $\frac{1}{4}$	11.895	12
40—40	18.932	19	16.574	16 $\frac{1}{2}$	14.658	14 $\frac{3}{4}$	13.088	13
40—50	17.694	17 $\frac{3}{4}$	15.627	15 $\frac{3}{4}$	13.929	14	12.520	12 $\frac{1}{2}$
40—60	16.600	16 $\frac{1}{2}$	14.746	14 $\frac{3}{4}$	13.214	13 $\frac{1}{4}$	11.935	12
40—70	15.711	15 $\frac{1}{4}$	13.987	14	12.562	12 $\frac{1}{2}$	11.374	11 $\frac{1}{4}$
40—80	15.160	15 $\frac{1}{4}$	13.491	13 $\frac{1}{2}$	12.116	12 $\frac{1}{4}$	10.969	11
50—50	16.158	16 $\frac{1}{4}$	14.447	14 $\frac{1}{2}$	13.016	13	11.804	11 $\frac{3}{4}$
50—60	14.752	14 $\frac{3}{4}$	13.314	13 $\frac{1}{4}$	12.093	12	11.048	11
50—70	13.588	13 $\frac{1}{2}$	12.319	12 $\frac{1}{4}$	11.238	11 $\frac{1}{4}$	10.311	10 $\frac{1}{4}$
50—80	12.855	12 $\frac{3}{4}$	11.660	11 $\frac{3}{4}$	10.644	10 $\frac{3}{4}$	9.772	9 $\frac{3}{4}$
60—60	12.948	13	11.852	11 $\frac{3}{4}$	10.896	10 $\frac{3}{4}$	10.061	10
60—70	11.372	11 $\frac{1}{4}$	10.500	10 $\frac{1}{2}$	9.735	9 $\frac{1}{4}$	9.058	9
60—80	10.361	10 $\frac{1}{4}$	9.590	9 $\frac{1}{2}$	8.915	9	8.315	8 $\frac{1}{4}$
70—70	9.207	9 $\frac{1}{4}$	8.635	8 $\frac{3}{4}$	8.116	8	7.651	7 $\frac{3}{4}$

• *Example.*—A Lease or Annuity to continue during the existence of either of Two Lives, whose ages are 20 and 40 to make 3 per cent. and to get back the Principal, is worth 21.390, or 21 $\frac{1}{2}$  Years' Purchase of the *clear* annual Rent.—At 4 per cent. 18.306, or 18 $\frac{1}{4}$  Years' Purchase;—At 5 per cent. 15.907, or 16 Years' Purchase;—At 6 per cent. 14.003, or 14 Years' Purchase.



TABLE IX.

## TITHE COMMUTATION.

Table to calculate the corn rent-charge, and each yearly payment.

Prices per bushel—Wheat, 7s. 0½d.  
Barley, 3s. 11½d., and Oats, 2s. 9d.

Amount in Money.	Substituted Corn Rent-charge.		
	Wheat.	Barley.	Oats.
£.			
1,000	949.555	1684.211	2424.242
500	474.777	842.105	1212.121
400	379.821	673.684	969.696
300	284.866	505.263	727.272
200	189.911	336.842	484.848
100	94.955	168.421	242.424
90	85.460	151.579	218.181
80	75.964	134.737	193.939
70	66.469	117.895	169.696
60	56.973	101.053	145.454
50	47.478	84.211	121.212
40	37.982	67.368	96.969
30	28.487	50.526	72.727
20	18.991	33.684	48.484
10	9.496	16.842	24.242
9	8.546	15.158	21.818
8	7.596	13.474	19.393
7	6.647	11.789	19.969
6	5.697	10.105	14.545
5	4.748	8.421	12.121
4	3.798	6.737	9.696
3	2.849	5.053	7.272
2	1.899	3.368	4.848
1	.949	1.684	2.424
10s.	.475	.842	1.212

TABLE X.

Showing the per Centage per Annum, which each Number of Years' Purchase of an Annual Income allows the Purchaser.

Years' Purchase.	Per Cent. per Annum.		
	£.	s.	d.
1	100	100	0 0
2	50	50	0 0
3	33½	33	6 8
4	25	25	0 0
5	20	20	0 0
6	16⅔	16	13 4
7	14⅔	14	5 8½
8	12½	12	10 0
9	11⅓	11	2 2¾
10	10	10	0 0
11	9⅑	9	1 9¾
12	8⅓	8	6 8
13	7⅘	7	13 10¼
14	7⅒	7	2 10¼
15	6⅔	6	13 4
16	6¼	6	5 0
17	5⅕	5	17 7¾
18	5⅒	5	11 1¼
19	5⅓	5	5 3
*20	5	5	0 0
21	4⅙	4	15 2¾
22	4⅒	4	10 11
23	4⅓	4	6 11½
24	4⅔	4	3 4
25	4	4	0 0
26	3⅕	3	14 8
27	3⅒	3	14 1
28	3⅓	3	11 5
29	3⅘	3	8 11½
30	3⅓	3	6 8
31	3⅑	3	4 6
32	3⅒	3	2 6
33	3⅓	3	0 7¼
34	2⅕	2	18 10¾
35	2⅒	2	16 1¼

\* *Example.*—A person purchasing an estate, and giving 20 years' purchase on the income, makes £5 per cent. per annum on his purchase-money.

## A COMPARATIVE OR EQUATION TABLE.

Showing the relative value of the several Funds to each other at various prices, the interest produced, and the number of years' purchase.

2½ per Cent.	3 per Cent.	3½ per Cent.	3¾ per Cent.	5 per Cent.	6 per Cent.	Bank Stock at 7 per Ct.	India Stock at 10½ per Ct.	Years' Purchase.	Interest.		
									£	s.	d.
42½	51	55¼	59½	85	102	119	178½	17	5	17	7
43¼	52½	56¾	61¼	87½	105	122½	183¾	17½	5	14	3
45	54	58½	63	90	108	126	189	18	5	11	1
46¼	55½	60⅛	64¾	92½	111	129½	194¼	18½	5	8	1
47½	57	61¾	66½	95	114	133	199½	19	5	5	3
48¾	58½	63⅝	68¼	97½	117	136½	204¾	19½	5	2	6
50	60	65	70	100	120	140	210	20	5	0	0
51¼	61½	66⅝	71¾	102½	123	143½	215¼	20½	4	17	6
52½	63	68¼	73½	105	126	147	220½	21	4	15	2
53¾	64½	69⅞	75¼	107½	129	150½	225¾	21½	4	13	0
55	66	71½	77	110	132	154	231	22	4	10	10
56¼	67½	73⅝	78¾	112½	135	157½	236¼	22½	4	8	10
57½	69	74¾	80½	115	138	161	241½	23	4	6	11
58¾	70½	76⅝	82¼	117½	141	164½	246¾	23½	4	5	1
60	72	78	84	120	144	168	252	24	4	3	4
61¼	73½	79⅝	85¾	122½	147	171½	257¼	24½	4	1	7
62½	75	81½	87½	125	150	175	262½	25	4	0	0
63¾	76½	82⅞	89¼	127½	153	178½	267¾	25½	3	18	5
65	78	84½	91	130	156	182	273	26	3	16	11
66¼	79½	86⅛	92¾	132½	159	185½	278¼	26½	3	15	5
67½	81	87¾	94½	135	162	189	283½	27	3	14	0
68¾	82½	89⅞	96¼	137½	165	192½	288¾	27½	3	12	8
70	84	91	98	140	168	196	294	28	3	11	5
71¼	85½	92⅝	99¾	142½	171	199½	299¼	28½	3	10	2
72½	87	94¼	101½	145	174	203	304½	29	3	9	0
73¾	88½	95⅞	103¼	147½	177	206½	309¾	29½	3	7	10
75	90	97½	105	150	180	210	315	30	3	6	8
76¼	91½	99⅞	106¾	152½	183	213½	320¼	30½	3	5	7
77½	93	100¾	108½	155	186	217	325½	31	3	4	6
78¾	94	101⅞	110¼	157½	189	220½	330¾	31½	3	3	6
80	96	104	112	160	192	224	336	32	3	2	6
81¼	97½	105⅞	113¾	162½	195	227½	341¼	32½	3	1	6
82½	99	107¼	115½	165	198	231	346½	33	3	0	7
83¾	100	108⅞	116¾	166½	200	234½	350	33½	3	0	0

Showing the Expectation of Life (DEPARCIEUX).

Age.	Expectation.	Age.	Expectation.	Age.	Expectation.	Age.	Expectation.
		24	37.78	47	22.45	70	8.64
		25	.17	48	21.74	71	.17
3	47.71	26	36.55	49	.07	72	7.73
4	48.17	27	35.93	50	20.38	73	.31
5	.27	28	.30	51	19.73	74	6.90
6	.20	29	34.69	52	.11	75	.50
7	47.98	30	.06	53	18.48	76	.10
8	.66	31	33.29	54	17.85	77	5.71
9	.30	32	32.80	55	.25	78	.36
10	46.83	33	.16	56	16.64	79	.00
11	.26	34	31.52	57	.02	80	4.69
12	45.58	35	30.88	58	15.44	81	.39
13	44.89	36	.23	59	14.84	82	.01
14	.20	37	29.58	60	.25	83	3.84
15	43.51	38	28.89	61	13.65	84	.52
16	42.82	39	.18	62	.04	85	.21
17	.17	40	27.48	63	12.43	86	2.92
18	41.52	41	26.77	64	11.86	87	.67
19	40.87	42	.06	65	.26	88	.36
20	.22	43	25.34	66	10.69	89	.06
21	39.62	44	24.62	67	.14	90	1.77
22	.00	45	23.89	68	9.61	91	.50
23	38.40	46	.15	69	.11	92	.25
						93	1.

THE END.

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