

called, and upon the grounds to which this court seems to have been confined by the act of assembly; even supposing it had been shewn, that *Lewis Helms* had any species of property, out of which a separate maintenance of this kind could be assigned to his wife.

But where a married women has been ill-treated, abused, or abandoned by her husband, and left without the means of subsistence, a provision or separate maintenance may be secured to her by the Court of Chancery, out of her own fortune, which happens to be within reach of the court. The ground upon which this is done is, that as the interest of her fortune is intended for both of them, and is given to him by the laws, upon the tacit condition that he maintains her, if he either will not maintain her, or so demeans himself, that she cannot with safety or decency consort with him, to receive a maintenance at his hands, that interest shall be taken from him and given to her; since it would be very hard, that the party from whom the fortune moves should lose, and the other gain the whole; and that too, by his own misconduct. This pro-

---

the same in lieu of what was decreed to her by this court for alimony or separate maintenance. But, forasmuch as Edward Dorsey, of the city of Annapolis, present in court, offers in lieu and behalf of the said defendant, to become chargeable to the said complainant with the payment of the sum of twenty pounds, part of the aforesaid sum of forty pounds current money on the last day of August next, and with the further annual payments of the several sums of twenty pounds current money upon the last day of every August thence ensuing, until the complainant and defendant shall mutually consent and agree to cohabit together; and offers to give sufficient security for the performance thereof, which the said Charles Hammond, the complainant's next friend, agrees to accept of, and that the defendant may be discharged of so much of this decree against him as the aforesaid Edward Dorsey has undertaken to pay. Therefore, it is *Decreed*, that if the said Edward Dorsey give good security in the penalty of six hundred pounds current money to the said Charles Hammond in his own name, but in trust for the complainant, to pay to the complainant or to the said Charles Hammond to the use of the complainant, for and towards her separate maintenance, the sum of twenty pounds, part of the said sum of forty pounds, on the last day of August next, and to make the further annual payments of the said several sums of twenty pounds current money on the last day of every August then ensuing, during the joint lives of the complainant and defendant, or until the complainant and defendant shall mutually consent and agree to cohabit together; that then the said security so given shall be deemed and taken, so far, for the said twenty pounds, part of the said forty pounds, and for the said several annual payments of twenty pounds, to be paid on the last day of every August thence next ensuing, during the joint lives of the complainant and defendant, or until the said William Govane and Ann his wife shall mutually consent and agree to cohabit together, in lieu and discharge of such part of the foregoing decree against the defendant.—*Chancery Proceedings, lib. J. R. No. 5, fol. 820.*