

In this case, there is no evidence of either adultery or any such cruelty, as can entitle the plaintiff *Anna*, to alimony, properly so

granted. And notwithstanding which, as the defendant is obliged by law to support the complainant his wife, and that she has no other support but what he ought to provide for her, and that without such provision she must be destitute of the necessaries of life: it is therefore *Ordered* by this court, that notwithstanding the said appeal, the defendant pay the sum of £163 11s. 0d. current money to the complainant, and the sum of £92 current money *per annum*, according to the decree, until the appeal shall be determined.

Some time after, the parties having come to an agreement in relation to the matter in controversy, again submitted their case.

31st October, 1752.—*TASKER, Chancellor.*—Forasmuch as this court is this present day informed, as well by the complainant's counsel as the defendant's counsel, that since the decree made in the above cause, and since the granting an appeal from the said decree, that the complainant and defendant have come to the following agreement, *viz.* that the defendant shall pay the sum of fifty pounds current money immediately to the complainant; and also, that the defendant shall pay the sum of forty pounds current money to the complainant on the last day of August next; and the sum of twenty pounds current money *per annum*, on the last day of August yearly and every year afterwards, until the complainant and defendant shall mutually agree to cohabit together; and that the defendant shall convey and make over by deed, under his hand and seal, to Col. Charles Hammond, in trust for and to the use of the complainant, the lands which the defendant holds in right of the complainant, as her right of dower of the lands which her former husband, Thomas Homewood, was seized of; and that he the defendant shall give sufficient security, in the penalty of four hundred pounds current money, to the said Charles Hammond, in his own name, but in trust for the complainant; to pay to the complainant the sum of forty pounds current money on the last day of August next; and also the sum of twenty pounds current money *per annum*, yearly and every year, after the last day of August next ensuing; and that the defendant shall immediately pay all the costs of the said suit; and that the complainant shall accept of the same in lieu of what was decreed her by this court for alimony, or separate maintenance. And it being prayed by both complainant and defendant, that the said agreement may be made the decree of this court, it is therefore, by the mutual consent of the complainant and defendant, *Decreed*, that the defendant pay to the complainant immediately the sum of fifty pounds current money, and that the defendant also pay to the complainant the sum of forty pounds current money, on the last day of August next; and also, the sum of twenty pounds *per annum* on the last day of August, yearly and every year afterwards, until the complainant and defendant shall mutually consent and agree to cohabit together; and that the defendant convey and make over by deed, under his hand and seal, to Col. Charles Hammond, in trust for and to the use of the complainant, the lands which the defendant holds in right of the complainant, as her right of dower of the lands of her former husband Thomas Homewood was seized of; and that the defendant give sufficient security, in the penalty of four 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 the said Charles Hammond, for the use of the complainant, the said sum of forty pounds current money, on the last day of August next; and also, the sum of twenty pounds current money *per annum*, yearly and every year, after the said last day of August next ensuing; and that the defendant immediately pay all the costs of the said suit; and that the complainant accept of