

In this case there is no evidence of either adultery or any such cruelty as can entitle the plaintiff Anna to alimony, properly so * called, and upon the grounds to which this Court seems to have been confined by the Act of Assembly; even supposing **574** 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 woman 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 or 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 * provision for the wife, made by the Court, out of her own **575** fortune, is always a present income during the husband's life; and being intended to relieve her immediate necessities, is made payable to her separately and distinctly from her husband. But she cannot anticipate it by sale or incumbrance; because it continues only until the husband returns to his duty, and conducts himself towards her as he ought. In cases of this kind, the husband may be ordered to pay something towards the support of his

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 gives 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.*