fully argued and considered by the Court It is thereupon this twenty second day of March Eighteen hundred and fifty By the Court, and by and with the authority of the same, ordered adjudged and decreed that the Decree of Allegany County Court sitting as a Court of Equity of the third day of November in the year Eighteen hundred and forty eight be and the same is hereby reversed without Costs in this Court, and that this Cause be and the same is hereby remanded to said County Court, that such further proceedings may be had therein as will give the Complainant the relief to which consistently with the opinion of this Court hereunto annexed he has shown himself entitled, the County Court taking care to require of the appellant that he make such provision for the appellee as with her own property will secure to her a suitable maintenance and support during her life.

Tho B Dorsey
E F Chambers
Ara Spence
A C Magruder

Test
Richard W Gill Clerk

Maryland & New York Iron & Coal Company
vs
Philip Wingert

Be it Remembered, That now here on the First monday in December being the Fourth day of the said month, in the year of our Lord one thousand eight hundred and forty eight the Chief Judge and Associate Judges of the Fifth Judicial District of Maryland sitting as a Court of Equity in pursuance of the directions of the Act of Assembly in such case made and provided, transmit to the Court of Appeals here the record of proceedings of a certain cause which was lately depending before them in the County Court of Allegany County between Philip Wingert Complainant, and The Maryland & New York Iron & Coal Company defendant, and wherein the said County Court passed a decree for the said Philip Wingert against the said Maryland & New York Iron & Coal Company and from which said Decree the said Maryland & New York Iron & Coal Company appealed to the Court of Appeals here, the tenor of which said record of proceedings is in form following to wit

In Allegany County Court sitting as a Court of Equity
October Term 1848 No. 433 Chy

Philip Wingert
vs
The Maryland & New York Iron & Coal Company

Be it remembered, that heretofore to wit on the twenty fifth day of March, in the year Eighteen hundred and forty two, came the said Philip in Allegany County Court sitting as a Court of Equity by his solicitor William Price Esquire, and filed in Court here the following Bill of Complaint to wit:

To the Honble the Judges of Allegany County Court sitting as a Court of Equity.

The Bill of Complaint of Philip Wingert of Washington County State of Maryland, humbly shews that heretofore to wit on the 28th day of May 1838 a certain Lewis Howell then of the City of New York being indebted unto your Orator in sundry large sums of money viz in the sum of six thousand dollars payable on the 1st day of April 1839

also in the sum of three thousand two hundred and fifty dollars payable on the 1st day of April 1840. also in the sum of three thousand two hundred and fifty dollars payable on the 1st day of April 1841 and also in sundry other large sums of money payable at subsequent days and times which said last mentioned sums are not yet due, and the said Lewis Howell intending to secure the payment of all the said sums of money, did by his deed of the date first above mentioned convey unto your Orator and his heirs certain real estate lying in Allegany County and particularly described in said deed, to which deed there is a condition annexed, that it be void upon payment to your orator of the said several sums of money at the several & respective days and times above and in the said deed mentioned with interest upon each of the said sums from the 1st day of October 1838 which will more fully appear by the said deed hereunto marked **A** which together with all other exhibits hereinafter refered to your Orator prays may be received as part of this his bill of Complaint.

And your Orator further shews that the said Lewis Howell on the 31st day of October 1838 by his deed of that date conveyed the said lands so mortgaged to your Orator ot the Maryland and New York Iron & Coal Company which said deed is herewith exhibited marked **B**. That the said Maryland & New York Iron & Coal Company was at the date of the said last mentioned deed, ever since hath been and is now a body corporate, duly organized under a charter granted by this State

And your Orator further shews, that although the said Lewis Howell hath not paid either of the said several sums of money, or any part thereof, yet your Orator admits that he has been paid by the said Maryland & New York Iron & Coal Company, sundry sums of money viz. He admits that he has paid the sum of three thousand two hundred and fifty dollars payable on the 1st of April 1841 with the interest thereon accrued - He further admits that he has been paid the said sum of three thousand two hundred and fifty dollars, payable on the 1st day of April 1840 with the interest thereon accrued. That of the sum of six thousand dollars payable on the 1st April 1839 your Orator admits that he has been paid the sum of five thousand dollars with the interest thereon, but your Orator charges that there is still due to him and unpaid by the said Company of the said sum of six thousand dollars payable as aforesaid, the sum of one thousand dollars with interest thereon from the 1st day of October 1838.

To the end therefore that the Maryland & New York Iron & Coal Company aforesaid may answer the several matters and things herein stated as fully and particularly as if they were herein again repeated and the said Company thereto particularly interrogated, that the said mortgaged premises or so much thereof as may be necessary may be sold for the payment of your orators claim, with interest thereon as aforesaid. And that your Orator may have such other and further relief as his case may require.

May it please your Honors to grant to your Orator the writ of subpoena against the said Maryland & New York Iron and Coal Company, commanding them to appear in this Court at some certain day to be therein named, to answer the premises and to abide by and perform such decree as may be passed therein, and Your Orator will ever pray &c

Wm Price Sol for Complainant