

"I give and bequeath unto my wife, Rebecca Gibson, for and during the time she may remain my widow, and no longer, the use, occupation and enjoyment of one moiety or half part of my dwelling house, or one-half part or moiety of the dwelling house bequeathed to my son, Fayette, which I purchased of the Hughes', and lying in Miles River Neck; and also, one-half of the use of the kitchen, garden and out-houses, belonging to either of the aforesaid farms, whichever she may choose, at any time, to live at during her widowhood aforesaid, any thing in this will to the contrary notwithstanding."

The will then directs Edward R. Gibson and Fayette Gibson, the sons of the testator, to furnish the widow with firewood. Bequeaths her some slaves for life, certain articles of furniture, horses, cows, the privilege of pasturage on the plantation upon which she may live, and the use of the stables and provender of all kinds. And then, after some other bequests to other persons, the will proceeds:

"I give and bequeath unto my wife, Rebecca Gibson, five hundred dollars, annually, whilst she remains my widow, to be paid to her by my two sons, Edward R. Gibson and Fayette Gibson, by them and their heirs jointly, two hundred and fifty dollars by each of them; but, if she should marry, they are to pay her only one-half of that sum equally between them."

To his son, Edward R. Gibson, the testator had previously devised his dwelling plantation called "Marengo," and to his son Fayette, a part of the said tract called "Marengo," and a tract or parcel of land which the testator had purchased of Samuel and Daniel Hughes, and to his daughters he devised other portions of his real estate.

The widow elected to stand by this will, which was duly proved.

It appears by the proceedings in this case, and upon a bill filed in this court by James McCormick, junior, in January, 1824, that the personal estate of the testator, proving insufficient to pay his debts, a proceeding for the sale of the realty was instituted for that purpose, which resulted in a decree passed by the Court of Appeals, on the 9th of February, 1839, which affirming the decree of the Chancellor, directing a sale