

rights, the principle contended for would be a sound one. But if the provisions made for her by the will do exceed her common law rights, I cannot conceive upon what just principle the position can be maintained, so far at least as the excess is concerned. It appears to me quite clear, that there is nothing in the language of the Court of Appeals in *Gibson vs. McCormick*, 10 *Gill & Johns.*, 111, 112, upon which the rights of widows can be carried to the extent now contended for. In this case, Mrs. Bland, by the will of her husband, receives and enjoys during her life the whole income of his real estate, and of the personal estate she is in the possession and enjoyment of, all which was in the city of Annapolis, except the books, the cash on hand and salary, and the carriage and horses.

There can be no doubt, therefore, that by standing by the will, Mrs. Bland's condition is much better than if she had renounced. The legislature, by the act referred to, does not give to widows, when real and personal estates are devised to them, the privilege of renouncing as to one and abiding by the will as to the other. They must renounce the whole, or be barred as to both the realty and personalty. It was not, therefore, at the option of Mrs. Bland to renounce her husband's will so far as the bequest of the personal estate was concerned, and claim the benefit of it with respect to the realty, and, therefore, I cannot well understand what equity she has to insist that a plain principle of law shall be reversed in her case, when, without such reversal and subjecting the devises and bequests of this will to the general rule of law, she still is a great gainer by standing by its provisions.

There is, moreover, another provision in this will which displays with great force the injustice that would be done by adopting the principle insisted upon by the defendant. Upon the death of Mrs. Bland, the testator directs that an annuity of six hundred dollars shall be paid his son, by his daughter, Mrs. Mayo, to whom the "Bland Air" farm and the personal property thereon were given, and he charges said estate, and the property thereon, with the payment of said annuity. Now the proceedings show, that if the personal property bequeathed generally to