testator directed the sale of all his real and personal estate, without any preceding devises, and gave the proceeds of sale and all the residue and remainder of his estate to trustees, in trust as to one moiety for the benefit of his wife and children, and as to the other moiety for the benefit of collateral relations. The widow renounced the will. The Chancellor allowed the collaterals one-half of two-thirds of the net proceeds of sales, they claiming one-half of the whole net proceeds. The Court of Appeals held that the two moieties were effectually disjoined, that the legacy to the widow, having lapsed or become void by her renunciation, did not sink into the general residue, to be divided, but became a *residuum* unaffected by any disposition in the will, and, as such vested, not in the collaterals, but in his children as next of kin and heirs. This case is not easily understood, but it is sufficiently apparent that the widow's election was not to disappoint either class of legatees.

The principle of this case, that on the renunciation of the widow all devises to her become inoperative and void, was followed in the subsequent case of Hanson v. Worthington, 12 Md. 418. There the testator bequeathed $10,000, in trust to apply the income to the support of his wife during her life, and after her death he gave the said sum to the children of his daughter. The wife renounced the provision of the will, and it was held that the rights and interests of the legatees in remainder were unaffected, and the estate in remainder vested in them, the effect of the renunciation being only to strike from the will the bequest to the wife, the income of which in the meantime fell into the residue.

It is expressly provided by sec. 287,[26] that in case of a devise of real and none of personal estate, the widow, if she abide by the will, loses her right to the real, but retains her right to the personal, and *vice versa*, unless such devise of either or both be expressly in lieu of her share of one or both, when she will be barred accordingly unless she renounce, Griffith v. Griffith's Exrs. 4 H. & McH. 101; Coomes v. Clement, 4 H. & J. 480. It has also been determined in Mayo v. Bland, 4 Md. Ch. Dec. 484, that the widow has not the privilege of renouncing as to the realty and abiding by the will as to the other; she must renounce the whole, or be barred both of realty and personalty.

The law recognizes in the husband such a species of interest in the widowhood of his wife, as makes it lawful for him to restrain a second marriage, that is to say, that the provision which he has made shall cease by her subsequent marriage. And it was so held in Gough v. Manning, 26 Md. 347, on a bill by an infant devisee against the widow contracting a second marriage. And the case is also authority that a widow is bound by her

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operation of law for which he has no remedy. So where a testator devised a lot in fee to the plaintiff and gave the residue of his estate to his widow and daughter, and the widow renounced and recovered a judgment for her share of the rent of the property so devised to the plaintiff, it was held that the latter had no right to demand indemnity from the testator's daughter, the residuary devisee, for the loss so occasioned. Devecmon v. Kuykendall, 89 Md. 25. Cf. Kuykendall v. Devecmon, 78 Md. 543.

[26] Code 1911, Art. 93, sec. 304.