

sold to *Cornelius Shriver* for the price of twelve thousand dollars payable as follows: three thousand dollars payable on the first of May then next; and the balance in four yearly payments, that is, two thousand dollars a year for the first three years, and three thousand dollars the fourth year, to be secured by bonds with good sureties, bearing interest from the first day of May, 1829; from whom he had also received \$400 for rent, after deducting his account for repairs.

The trustee further reported, that he had, on the same day, sold the residue of the estate called *Ceresville*, containing four hundred and seventy-nine and a half acres and eight perches, to *Charles W. Johnson*, at the price of fifty dollars per acre, on the following terms: six thousand dollars to be paid on the first day of May then next, and the balance to be paid three years from the first day of May next, with interest from that date payable annually thereon, to be secured by bonds with two good sureties, &c. &c. That the amount of the sales, exclusive of the rents not due which were passed to the vendors, was thirty-five thousand nine hundred and seventy-seven dollars and fifty cents. And, that the wood lot yet remained unsold. These sales were finally ratified on the 6th of July, 1829.

The widow and petitioner *Susan F. Williams*, filed an affidavit of a person, not interested in the case, in which it was testified, that she was then, on the 16th day of July, 1829, between forty and fifty years of age, and that she then enjoyed and was in full and good health. Upon which she submitted the case, that a proportion of the proceeds of the sales might be allowed to her in lieu of her dower in the real estate which had been sold.

17th July, 1829.—BLAND, *Chancellor*.—As regards the proportion of the proceeds of sale to be awarded to the widow, as the present value of her dower, which is the matter now submitted for determination, there is a material difference between the rule prescribed by the acts of Assembly and the rule of this court. I had, on considering this matter, thought it would be well to have but one general rule, which should apply indiscriminately to all cases; and, as the court could not in any way depart from the express provisions of the act of Assembly, I suggested the propriety of obtaining from the General Assembly an act, which should establish such a general rule of apportionment as would embrace all cases. A move for that purpose was made in the Senate; (n) and