

If claims which have slept for upwards of twenty years, can be thus revived, when the estate upon which they are supposed to rest has passed into other hands, the title to property would never be secure.

There can be no doubt that a widow, with respect to a devise made to her in lieu of dower, is to be considered as a purchaser, with a fair consideration; but if the provision made for the wife by the will is fraudulent, in being greater than her common law rights, and, therefore, unjust and injurious to creditors—to the extent of such excess, her title would not prevail against the claims of creditors.

Where a husband, in his lifetime, gives to one of his creditors, a mortgage upon a particular portion of his estate, to secure the claim of that creditor, he cannot afterwards take away that security by charging in his will that same part of his estate, with the provision for his wife, even though that provision, in view of his whole estate, does not exceed her common law rights.

The most the wife could claim, under such circumstances, would be to the extent of her dower interest in the particular land mortgaged, and for the amount of the provision beyond this, she must be regarded as a volunteer, and her claim for such excess, subordinate to the claim of the creditor.

[Jacob Gibson, late of Talbot county, deceased, died in January, 1818, seized and possessed of large and valuable real estate, leaving a widow, Rebecca Gibson, entitled to dower therein, and leaving also, a last will and testament, duly executed on the 29th of November, 1817, which was regularly admitted to probate by the Orphans' Court of said county, on the 13th of January, 1818. In this will, after sundry devises to his several children, and particularly of real estate to his sons, Edward R. and Fayette Gibson, the testator devised to the said Rebecca, during her widowhood, "the use, occupation and enjoyment of one moiety or half-part of his dwelling house, or one half-part or moiety of the dwelling house bequeathed to his son Fayette, which he 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 or plantations, whichever she might choose, at any time, to live at, during her widowhood aforesaid." He also directed "his sons, Edward R. Gibson and Fayette Gibson, their heirs and assigns, to furnish the said Rebecca with sufficient firewood off the lands bequeathed them, so long as she might remain in either of the houses aforesaid: the wood to be cut and delivered to her door, prepared for her use as fuel generally