

to complainant's late wife, and he, as one of the trustees appointed by this court, in behalf of complainant and his children, is inclined to adopt said award as a final adjustment of all claims and demands as aforesaid, and he further avers, that after the award was made, complainant requested defendant to make out a statement of the balance due him agreeably to the award, which he did, but complainant then declined submitting to the award, and defendant was, therefore, unable to comply with his part by payment of the balance due as aforesaid. And since that time he has been advised that as complainant is entitled to no more than a life estate in the sum so awarded, it ought to have been retained and invested by said defendant and his co-trustee, under the direction of this court, and that complainant ought now to be required to pay over to defendant and his co-trustee the moneys so paid by defendant, to be invested as aforesaid.

He further avers, that exhibit C. B. C., No. 3, filed as part of his answer, is a copy of a statement prepared by him, and laid before the arbitrators as exhibiting correctly the payments made by said George Calvert in his lifetime, to complainant and his wife; that this statement was examined by complainant, and by him admitted to be correct, and was used by the arbitrators in making up their award. That complainant and his wife are therein charged in account with the land and negroes before mentioned, at certain conventional prices, which form parcels of the aggregate claimed to have been paid and advanced as aforesaid, by the said George Calvert in his lifetime, and that the only objection made by complainant before the award was made up, was the item for 160 acres of land therein charged, at the price of \$35 per acre, whereas the complainant insisted the charge should have been at the rate of \$30 per acre, and no more, and, therefore, a memorandum was made at the foot of the statement by, or at the instance of complainant, "deduct 160 acres at \$5," the object of which was to advertise the arbitrators that to the extent of said deduction claimed, but no further, the said statement was controverted. That it was further agreed between the complainant and him-