of a submission of the parties, the opinions of the arbitrators and umpire aforesaid are herewith filed with this report. The foregoing accounts are settled in conformity with the award of the said umpire. All of which is respectfully submitted

Wm. A. Cobb Comr.

Articles of Agreement made this the 20th Nov 1854, between Leonard C. Cobb adm. of Thomas Vaughan and Jno. B. McGiggins. McThomas. Maria Vaughan the widow of Thomas Vaughan deceased the 1853, having intermarried with the said Jno. B. McGiggins has produced certain difficulties in the administration of the estate of the said Thomas Vaughan and in ascertaining the rights of the said Jno. B. McGiggins and Maria his wife under the will of the said Thomas Vaughan that is to say, 1st. What portion of the personal estate of Thomas Vaughan is Maria entitled to on her subsequent marriage. 2nd. To whom do the crops, hogs &c produced & made on the farm the year in which Maria married belong? Do they belong to her second husband? or are they to be regarded as the property of Thomas Vaughan dec'd or is Maria entitled to them or the excess of their value over property of the same kind left by her husband Thomas Vaughan which she took possession of after his death under the provision of his will & for this and the appraisement of Thomas Vaughan is to be regarded as refused to shewing the property she Maria took on the death of Vaughan. 3rd. The Widow Maria Vaughan with money left by Thomas purchased a piece of land and had the conveyance made to the children of herself & former husband Thomas Vaughan Dec'd. What interest has she in this piece of land. To settle these points as well as any others which may arise under the said will of Thos Vaughan dec'd touching the rights of the widow and as they may be affected by her subsequent marriage, the parties to these presents to avoid the expense of law suits have agreed to submit & do hereby submit the same to Arbitration and they do hereby select Jno. Chamblis & R. H. Whitfield as arbitrators, who if they shall not agree may call in any other legal gentleman whose decision on such matters of difference shall be deemed the Award of such matters. And the Award thus made by the concurrence of the said Chamblis & Whitfield and of the umpire in matters on which they shall differ as aforesaid shall be binding upon the said parties. And they the said Leonard C. Cobb & Jno. B. McGiggins do hereby covenant to & with each other & for their respective representatives that they will speak or shall truly stand to abide by, obey, observe, perform, fulfil & keep the award & arbitration in the premises to be made or which may be made by the chosen & duly arbitrators: and this we solemnly bind ourselves to each other faithfully to do under the penalty five hundred dollars ($500.00) It is understood that the appraisement of the property made in the marriage of Maria Vaughan to Jno. B. McGiggins filed in the Clerk's Office of Sampson County is to be taken as the true value & amount of the Clerk's Office of Sampson County is to be taken as the true value & amount thereof as then existing & belonging to Maria. Witness our hands & seals the day & year aforementioned.

L. C. Cobb (Seal)
John B. McGiggins (Seal)

McGiggins & Cobb Exrs of Thomas Vaughan dec'd

The following is the opinion I have formed on the several points submitted to me as one of the arbitrators referred to in the Deed of Submission bearing date the 20th Nov 1854. The facts are shewn stated:

I am strongly inclined to think that Mrs. Vaughan was but a trustee of the property as she was directed by the will to "retain all the property in her possession during her widowhood". The property is not bound to her absolutely — she is simply authorized to retain possession of this property till a certain time, and then he directs of the property. So far as the widow's interest is concerned, it is as if he the testator, had then died. Suppose the direction had been to A. or any one other than the widow could there have been any doubt that A would only have been a trustee. The testator to my mind seems to regard the property as his and subject to the disposition made by his will in the operation of his will, up to the period limiting the right of the widow hold the possession of it; and hence she is only entitled to one third of the property including the crops of all kinds made by her during the year of her marriage. At all