

458; *Gordon v. Trail*, 3 *Exch. Rep.* 391. But here, as our Acts of Assembly have not made the costs a part of that judgment debt

whether, to prevent the great inequality in favor of a younger son, education might not mean barely the price of tuition, books, &c., lodging, food, and clothing, must be had whether at school or at home; and, therefore, it might be said, that he who is charged with education is not, of course, charged with those articles of necessity. In construing a will, it is notorious, that the Judges have never considered the question as a mere point of grammar. The question ever is, "what was the intent of the testator," to be collected from the whole of his words. Amongst grammarians, there is no doubt, that his is considered, in propriety, as referring to the antecedent, if there be one, and not to a subsequent. It may, indeed, in this case, be contended, that the testator was not aware of any antecedent, or any rule of grammar. It is probable, that he was no grammarian. Let it just be supposed, that he had appointed two executors: and had said "my will and desire is, that my executors, instead of saying my son Alexander, do, out of his part of my estate, expend," &c. &c. Is there even a rigid grammarian, who would say, that the testator violated the rules of grammar. No! he would say "his" refers to the antecedent, if there be one: but the word his may well be placed so as to refer to a subsequent, as in the case of Mr. Frazier's directing his two executors out of his part of the estate, to educate his son John Alexander. From the proofs in the cause, and from reasonable suppositions, the account may stand as follows:

A. Frazier, deceased, to John A. Frazier,	Dr.
To one-half of the gross profits of the estate, from 9th May, 1779, to June, 1790, 11 years 1 month, at £129 per ann.....	£1,429 15s. 0d.
To timber from my part, or one-half of the timber sold.....	50 0s. 0d.
	£1,479 15s. 0d.

*Contra.*

By one-half of the gross profits of the estate for 6 years, at the rate aforesaid.....	£774 0s. 0d.
By one-half of taxes, medicines, repairs, &c. &c. for 5 years, 1 month; that being the difference between the time of Alexander's holding the estate, and John's holding the estate, the repairs, being made chiefly by Alexander, at £24 per ann.....	122 0s. 0d.
By board, clothing, education, pocket money, physic, &c. for 8 years, at £45 per ann.....	360 0s. 0d.
By one-half of the gross profits of the estate, from the arrival at age of John to Alexander's death. It is not to be supposed, that if Alexander held the estate, after his brother's full age, he had less than one-half. The defect of proof must again be remarked. But say only £75 per ann. for 3 years, after John arrived at age, and was entitled to his estate.....	225 0s. 0d.
	£1,481 0s. 0d.
By balance in favor of Alexander.....	1 5s. 0d.

On the whole, from the fullest investigation of this case; and on full deliberation, it does not appear to the Chancellor, that John A. Frazier's legal