

thus ascertained by a judgment at law, or an order in equity, although a large part of such amount should be constituted of

Sundry creditors of the deceased filed the vouchers of their claims, and, among others, the defendant, as the voucher of his claim, filed an account in the following words :

<i>Alexander Frazier, deceased, to John A. Frazier,</i>		Dr.
1. To one-half of the profits of the estate, from the 9th of May, 1779, to 9th June, 1790, 11 years and 1 month, at £129 per year,	£1,429	15s. 0d.
2. To one-half of the price of timber sold by Alexander Frazier from the plantation, estimating the whole at £100,	50	0s. 0d.
3. To a charge on the estate for default of expending money in the education of John A. Frazier, as directed by the will of Alexander Frazier, deceased, say eight years at £40 per year,	320	0s. 0d.
	<u>£1,799</u>	<u>15s. 0d.</u>
<i>Contra.</i>		
1. By maintenance eight years, estimated at £20 a year,	£160	0s. 0d.
2. By clothing 11 years at £10 per year,	110	0s. 0d.
By balance due,	1,529	15s. 0d.
	<u>£1,799</u>	<u>15s. 0d.</u>

To balance per contra, £1,529 15s. 0d. to interest thereon 9th June, 1790.

E. E.

WM. KILTY, Solicitor for J. A. Frazier.

Explanation of the above account. The charge No. 1 arises from the will of Alexander Frazier, senior, leaving John A. Frazier the half of his estate; and the amount estimated from the testimony in the cause, particularly that of John Frazier. The charge No. 2 is deduced from the testimony respecting the sale of the timber, that not being considered as a part of the usual profits of the land. The charge No. 3 arises from the will of Alexander Frazier, senior, directing his son John A. Frazier to be educated out of Alexander Frazier's part of the estate, and the time during which his education was neglected is stated to be eight years, from the testimony which proves that he was educated about three years. The credit No. 1 is fixed at eight years, as it appears that John A. Frazier was boarded out about three years, which expense fell on Alexander Frazier as a part of his education. The credit No. 2 is given on an estimate formed from the testimony as to the manner in which John A. Frazier was clothed.'

After which, the case was brought before the court for further directions.

18th May, 1797.—HANSON, Chancellor.—Ordered, that the auditor state the claims of James Pattison against the said Alexander Frazier agreeably to the established principles of this court, and his own ideas, first giving notice to the defendant, or his solicitor, and to William Kilty, Esquire; and that having stated the said account he return it to this court, subject to be done with as to the Chancellor shall seem just.

In obedience to this order, the auditor reported, that from the exhibits filed by James Pattison, he had stated an account marked No. 1, on which there was due £3,992 2s. 7d. including interest to the 12th of April, 1796, the day on which the land was sold. That from the books of James Pattison, he had stated account No. 2, wherein the defendant was charged with what he actually appeared to have received, without paying any regard to the settlement made by the parties, and the bond given by the defendant. The balance in this account is only £2,379 19s. 8d