

My dear Sir:

One of two things must be done.  
You must either stand on what you claim  
to have been a default or waive it.

Of course, you know very  
well that I was inconvenienced that  
day solely because you explicitly agreed  
that if I notified you that I was unable  
to attend it should be continued by  
consent until the next ~~week~~ Thurs-  
day which the Referee said would  
accommodate <sup>him</sup> you and I should  
would suit me.

This was <sup>an explicit agreement for</sup> a continuance by your  
total consent without prejudice. Instead of forbidding  
by your own proposition,  
You chose to ask a default in  
violation of your express stipulation.

My appearance <sup>now</sup> would be a recognition  
and a recognition of your right to continue it, unless  
of that default. So I shall decline  
to appear until the same is ex-  
pressly <sup>and unconditionally</sup> waived. If you choose to

~~waive it in writing expressly and un-~~  
~~conditionally,~~ I will recognize it as  
a continuance <sup>as it really was</sup> by consent, and  
you can lose no advantage

opened this envelope as he spoke. The lawyer  
picked up a red cornelian paper cutter  
and opened it. When he had read it he went  
to a safe and took out a red-covered book  
which he placed upon a small stand by the  
window.

"You are to read that," he said grudgingly  
as he returned to the deck. "It will  
not take you long but I will turn the  
key in the door of the clerk's room  
and spring the latch as I go out so  
that you will not be disturbed. You  
will excuse me; I have to be in court  
this morning." He took up his hat as he  
spoke.

"What is it?" asked the young man in a tone  
of annoyance. "A family history? It don't matter  
though; I am too much in love to mind  
what her family has been. If you are not  
back before twelve you will miss me. I  
am going to catch tomorrow's steamer and  
you may look for my wedding-cards in  
a month. I shall grant no quarter  
when I summon her again."

The lawyer made no answer. The

thereby. Besides, I will, whenever <sup>my health makes</sup> it is possible meet your wishes as to time and place.

I will not, however, in any manner <sup>admit</sup> a failure to be personally represented on a specific day which resulted solely from your statement that the proceeding should be ~~considered~~ continued by consent and without prejudice, to be a default.

It might be no prejudice to my rights but I am not going to waive a clear plain right to be put just where your agreement was that I should stand.

I am only able to set up a little while at a time but I will never ~~admit~~ submit to that kind of injustice. I don't want you to lose or waive any right; I only want you to abandon an evident wrong.

"Well?"

"I found her; laid siege to her heart in due form and ~~two~~ <sup>was</sup> a fortnight ago demanded a surrender."

"You asked her in marriage?"

"That's about the size of it — "old style," that is."

"What did she say?"

"blamed it was a surprise, of course, <sup>and</sup> looked as if one might have knocked her down with a feather; but strolled me off strolchly — wouldn't give me a kiss or a word of encouragement, though one could see she was hard hit, but sent me <sup>long</sup> on?"

"To me?" asked the lawyer starting miserably.

"Yes; gave me this letter and told me after I had read what you would <sup>show</sup> give me, if I chose to renew my proposal she would give me an answer."

He handed the lawyer a