

Am a.w. Longee
Dear Sir,

January 27, 1890

Feb. 4/90

Your letter of yesterday just recd. Judge you misapprehended the intent I had in having your default noted, the use I designed to make of it. You will see at a glance that it was the only way I could keep the Sup. Pro. alive, as there was no one to appear for you, so that a legal adjournment was impossible. Now upon your appearance next Thursday the default will be waived and the matter will proceed as though an adjournment had been made.

Suppose the referee & myself had adjourned the proceeding, you would not have been found by the

agreement and while I do not question that you would have carried out & fulfilled all promises made by you, yet you see, as it is all legal rights are pursued and this is no "unjustifiable bit of sharp practice"

So if you & Mrs. S. come down on Thursday the Examination will proceed as though the agreement had been made

I cannot take the responsibility to myself to finish the Examination for the sum allowed me for my first expenses will not admit of it. I would prefer to do that if I could afford it, but I am limited by contract to a certain (very small) sum.

Please bring with you the statements & figures asked for in my former letter.

Yours Respectfully
D. A. Daloz