

was expressly claimed, and their enforcement was always intended by me.

If I had anticipated such a post mortem discovery as the possession of Mr Tilghman's papers in my office of Executor has given me, those who are acquainted with my character well know that I would have brought the matter to an immediate decision by the competent authority. Should it be asked why I have delayed prosecuting my claims until Mr Tilghman's death - I answer that I advertised him long before he made this memorandum, and before he made his will, of my views and intentions - that he taught me my law / as my Grandfather taught it to him / by which I learnt that the delay could not impair my rights - and that I preferred the tranquillity of my father in law and friend to the present enjoyment of the money in question and of the interest accruing thereon - I preferred the peace of his declining health to pressing my rightful claims at the risk of his pecuniary inconvenience, and of agitating the sands of his advancing age which were chafing one another to the void - but these and all other similar considerations ceased with his life. But I never waived nor intended to waive my rights. I always intended and still intend to maintain them, and I fully apprized Mr Tilghman of that fact. And I am in full possession of all rights and remedies which I at any time had or ought to have.

I protest that the within written instrument dated 10th July 1816 and all the agreements between my Father Mr Tilghman and myself are and of right ought to be in full virtue and force, any memorandum or interpretation to the contrary notwithstanding, and that no memorandum or interpretation can or ought to have effect on my rights in law equity honor or conscience.

I insist, as a matter of pure right, that this my Protest shall be taken with, and
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