

of any debt or engagement, contract, or liability whatever,
in that he rec^d. the profits of s^r. farm in satisfaction of
the interest of the sums due to him, except so far as the
amount of s^r. profits w^d. go to the discharge of the same,
but maintains that his right to receive balance due on
instrument of 10 July 1816 & interest thereon is unimpaired, &
in full force to wit \$27,500. with interest from 1st Aug^t.
deducting net profits of farm from 22^d Aug^t. 1818. to 29th Oct. 1827.
1817 - when by death of W.S. he was deprived of s^r. profits.
That he did not at any time or in any manner, care
or relinquish his right to receive from W.S. & from his
estate the sum stipulated in the instrument of 10 July 1816,
with interest thereon - on the contrary he declared repeatedly
to W.S. that he considered the same due to him & that he
W.S. was liable for it - W.S. gave no direct or sufficient
answer, but on one occasion observed, that if he was to pay
the debt, he w^d. have to sell the house over his head, which
expression was amongst the most powerful reasons, why
Dpt. refused ~~insisting~~ ^{insisting} on his legal rights in life time of
his father in law - on two different occasions Dpt. declared
to W.S., that he considered the money due previously to 10th May
1818. - He did not prosecute, or pursue his claim except
by personal remonstrances, during life time of W.S., because
of a sincere attachment to him, and a decent respect for
his ease and comfort, & because of his firm conviction that
his lawful rights, acquired & purchased, by an ample & a-
bundant consideration furnished by his father, as well as
by the good consideration of his marriage, &c. in no manner