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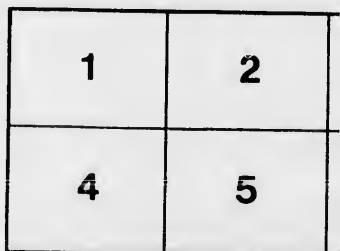
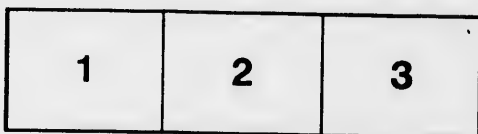
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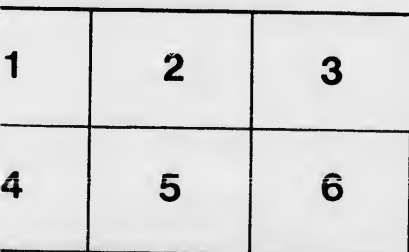
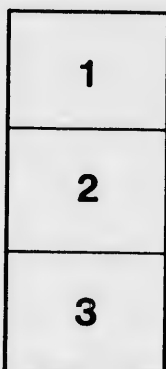
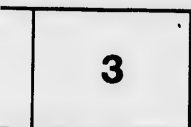
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# A N S W E

T O  
PRINTED LIBE

ENTITLED

“ A REPRESENTATION to the P  
“ between GILBERT BARKLY of *Phila*  
“ HAY of *Quebec*.”

I WENT to *Philadelphia*, in *July*, 1762, as Mr. *Barkly* mention  
with him, for our whole Transactions in Trade, from the Comm  
nership, bearing Date the 14th Day of *June*, 1756, as he had a  
*Philadelphia*, concerning the same, preceding the Time I left him at  
to settle with me for any of our former Transactions at *Philadelphia*, N  
1757, which were considerable; he only would settle with me f  
and consequently an Agreement was drawn up betwixt us, dated the  
there is the following Paragraph, viz.

“ AND it is further agreed, as the above Settlement is only from a  
“ keep'd by *John Hay* at *Quebec*, and not fully satisfactory to *Gilber*  
“ Books, if any Mistake is found prejudicial to the Interest of the  
“ shall be rectified and paid to him, by the said *John Hay*; and in  
“ Mistake shall or may happen, prejudicial to the Interest of the sa  
“ him by *Gilbert Barkly*: And that in Case the said *John Hay* should  
“ sions, &c. that may have happened in the said *Gilbert Barkly's* Bo  
“ be at free Liberty to examine the same.”

By the above Article, I reckoned myself fully entitled to a Revival of  
at any Time thereafter, which was the Reason of my signing said A  
my agreeing to take Two Hundred and Forty Pounds *Quebec* Curr  
gained at *Louisbourg* is mentioned. The Sum I obliged myself to pa  
said Two Hundred and Forty Pounds, one Shilling, *Quebec* Curren  
Paragraph, in the above mentioned Settlement at *Philadelphia*.

“ THE said *John Hay* binds and obliges himself, to pay to the  
“ Three Thousand Two Hundred and Forty Pounds, One Shil  
“ Space of Nine Months after the Date hereof, being his full T  
“ Debts, Effects and Profits gained in *Canada* till the 30th Day  
“ Cost of a Cargo of Goods, sent from hence to *Quebec*, per the  
“ *August* last. In Consideration thereof, the said *Gilbert Barkly* rel  
“ tions he had to the Goods, Debts, Effects and Profits in *Can*  
THE Vendue Mr. *Barkly* mentions, was in Consequence of the f  
ment.

“ It is mutually agreed by both Parties; That whatever Part o  
“ shall be disposed of at publick Vendue, before the first Day of  
“ dred and Sixty-three.”

ALL the Goods and Effects, belonging to the Company in *Canad*  
fore the 10th Day of *April*, 1763, Part of which were bought in o  
was of Use to the Sale about Three Hundred Pounds this Curren  
Articles, they would have been sold to others for that Sum less; an  
I had not an equal Right with others to purchase.

It is true, in *October*, 1763, I remitted to *Gilbert Barkly*, by J  
due-Master's Accompts; also *Gilbert Barkly's* Accompt Current w  
was only a Balance due to him, of Two Hundred and Forty-seven  
Pence, *Quebec* Currency, in which Accompt, I did charge the T  
Mr. *Barkly* says; but this cannot by any Means, obstruct any futur  
upon the said *Gilbert Barkly*, providing I should find any Err  
Books at *Philadelphia*, to my Prejudice.

FROM this State of the Case, the impartial World will observe,  
and what Reasons my Counsel had to advise the Cancelling of the  
the Examination of the Company's Books at *Philadelphia*, since the

# S W E R S

T O  
A  
TED LIBEL,

ENTITLED

TATION to the PUBLIC, of Affaires  
RT BARKLY of *Philadelphia*, and JOHN

July, 1762, as Mr. Barkly mentions, in Order to settle there fully  
Transactions in Trade, from the Commencement of our Articles in Part-  
ner Day of June, 1756, as he had all the Books in his Possession, at  
the preceding Time I left him at *Louisbourg*; but he did not chuse  
to enter Transactions at *Philadelphia*, *New-York* and *Halifax*, in the Year  
1762, he only would settle with me for our Transactions in *Canada*,  
as drawn up betwixt us, dated the 25th of *October*, 1762, in which

the above Settlement is only from an Abstract taken from the Books,  
and not fully satisfactory to *Gilbert Barkly*, That upon revising said  
Settlement, I found it prejudicial to the Interest of the said *Gilbert Barkly*, that the same  
was made, by the said *John Hay*; and in like Manner, if any Omission or  
Error should be prejudicial to the Interest of the said *John Hay*, that it shall be paid  
to him in Case the said *John Hay* should find or suspect any Error or Omis-  
sion in the said *Gilbert Barkly's* Books at *Philadelphia*, that he shall  
be satisfied the same."

I myself fully entitled to a Revival of all our former Concerns in Trade,  
as the Reason of my signing said Agreement, wherein that Clause of  
Twenty and Forty Pounds *Quebec* Currency, for my Share of the Profits

The Sum I obliged myself to pay *Gilbert Barkly* was Three Thou-  
sand, one Shilling, *Quebec* Currency, which appears by the following  
Settlement at *Philadelphia*.

I do obliges himself, to pay to the said *Gilbert Barkly*, The Sum of  
Twenty and Forty Pounds, One Shilling, *Quebec* Currency, within the  
Space of the Date hereof, being his full Two Thirds Share of all the Goods,  
sold in *Canada* till the 30th Day of *April*, 1762: Also the full first  
Part thereof, hence to *Quebec*, per the Sloop *Diamond*, the 18th Day of  
the said *Gilbert Barkly* resigns to the said *John Hay*, all Pre-  
debits, Effects and Profits in *Canada*, to the 30th of *April* last."

Both Parties; That whatever Part of the said Goods remains on Hand,  
at the said Vendue, before the first Day of *April*, One Thousand Seven Hun-

dred, belonging to the Company in *Canada*, were sold at public Vendue, be-  
ing Three Hundred Pounds of this Currency; for if I had not bought several  
Articles sold to others for that Sum less; and the Public may judge, whether  
it is better for them to purchase.

I remitted to *Gilbert Barkly*, by *Jamer Skinner*, his Clerk, the Ven-  
due of *Gilbert Barkly's* Accompt Current with me, to that Time, where there  
was of Two Hundred and Forty-seven Pounds, Eleven Shillings and Six-  
pence, which Accompt, I did charge the Two Hundred and Forty Pounds, as  
above, by any Means, obstruct any future Recourse, I ought or might have,  
providing I should find any Errors or Omissions, in the Company's  
Accounts, to the prejudice.

And the impartial World will observe, What Reasons I had to ask Counsel,  
and to advise the Cancelling of the above Agreement, will appear after  
I have published *Gilbert Barkly's* Books at *Philadelphia*, since the Commencement of the Partnership.

ON

ON Mr. *Barkly's* Arrival here, I treated him, in every Respect, as a Person I would willingly keep on good Terms of Friendship with, and did deliver him all the Books and Papers necessary to give him a full Light into all my Transactions in Trade in *Canada*, in which were the Books he mentions: And a regular Set made out from the Day-books in the Years 1759 and 1760, at which Time I had no Clerk to assist me in writing in the Day-Books, making out my Accounts, collecting my Debts, and writing and copying my Letters (nor could there any be procured at that Time here.) But upon Mr. *Barkly's* asking me for said Day-books, I readily gave them to him, and in which Books, from the Hurry and Confusion Business was carried on, here at that Time, I make no Doubt but many Errors may appear, both to Mr. *Barkly's* Prejudice and mine; but the "WIDE STRIDES" Mr. *Barkly* says are taken to assist me in writing in the Day-Books, I flatter myself, the Candid and Impartial will suspend their Opinion of, till Time and the Course of Justice may put them in a just Light. I asked a Person, whom I thought was a proper Accountant, and desired of him, if he would engage to examine my Books with Mr. *Barkly*, but he refused to do it, and conscious of no Fraud in my Books, resigned the Whole of them to Mr. *Barkly* and his Clerks, to make them out in any Manner they pleased; and told Mr. *Barkly*, that I should be always ready to answer him any Question he wanted from me concerning the same, which I frequently did. As to my Clerk, I told Mr. *Barkly*, he should give him any Assistance he wanted, but that he did not understand how to post up Books regularly; however, by Mr. *Barkly's* Desire, he attended at examining the Books for some Time, but he had no Knowledge of any of the Transactions that were in said Books, as he was not with me during that Time, and had he been qualified for such a Task, I had no Occasion to seek further for an Accountant. As to *George Ritchan*, whom Mr. *Barkly* got to examine the Books, I told said *Barkly* that he was an idle, worthless, drunken Fellow, and not fit for such a Task; and Mr. *Barkly* answered, "that he would endeavour to keep him from drinking;" but I have seen said *Ritchan*, when he staid at my House, and was working at the Books, so drunk before Breakfast that he could scarce stand, notwithstanding of which he continued all the Day working at my Books. A very fit Person to discover Errors!

Mr. *Barkly* and his Clerks must have lost a Day, for they had all the Books in their Possession, Monday the 3d of September, but the Morning of the 4th probably they might have found the Books I delivered to them missing; for on that Morning, after he had found them removed, he desired to leave the Dispute that was betwixt us to Arbitration, and had the Bonds drawn out of that Date. There were no Books or Papers taken from Mr. *Barkly*, but those I delivered to him here; and those Sets of Books which he says were posted by himself and *George Ritchan*, must have been wrote in the blank Parts of the Books I delivered to him.

The Reason of my taking my Books from Mr. *Barkly*, was, That as the Transactions here were the last Part of the Company's Concerns in Trade, I thought it was most proper that we should begin our Settlement from the Commencement of our Partnership, and not at the later End of it, and carry on regularly from the Beginning, the Profits or Losses that might have happened, in the different Places where we were concerned in Trade; as had the *Canada* Connections been finally adjusted, I found from former Experience, that I could not confide in Mr. *Barkly* to do me Justice, for all, or any of our former Concerns in Trade.——Thus much for ANSWER.

To which I do subjoin the following NARRATIVE of our principal Transactions in Trade, prior to our *Canada* Concerns.

ON the 14th Day of June, 1756, a Partnership was agreed on and concluded between *Gilbert Barkly*, another Person, and myself, under the Firm of *Barkly & Hay*, and Mr. *Barkly*, in Consequence thereof, proceeds for Europe to purchase Goods for the Company.

In January, 1757, he returned to *Philadelphia* with a Cargo of Goods from Europe, amounting to One Thousand Three Hundred and Sixty-nine Pounds, Six Pence, Sterling, which were partly disposed of there agreeable to the above Firm, and in May or June following the Remainder (with other Purchases to the Amount of Four Thousand Seven Hundred and Eighty-six Pounds, One Shilling and Three Pence, *Philadelphia* Currency) were shipped and embarked with the Fleet and Army to *Halifax*, where we disposed of the same to Advantage, under the Firm above mentioned.

In November, 1757, Mr. *Barkly* embarked for Europe, and took with him Bills of Exchange and Prize Goods, to a greater Amount than would have paid the above Cargo from thence; and in January following I went to *New-York* and *Philadelphia*, each to make good our Engagements, and prosecute a Plan for future Operations, and accordingly Mr. *Barkly* met me at *Halifax*, in May 1758, with another Cargo of Goods from Europe, amounting to Two Thousand Three Hundred and Eighty-two Pounds, Eight Pence, Sterling; this we partly disposed of at *Halifax*, and afterwards proceeded for the Fleet and Army at *Louisbourg*; and remitted on Account, to our Friend in Europe, from the Camp before that Place, Bills of Exchange to the Amount of Two Thousand One Hundred and Seventy-three Pounds, Eighteen Shillings and Five Pence, Sterling; and after the Reduction of *Louisbourg* many Purchases were made by us, of Prize Goods and Vessels, which enabled us to load there, Three Vessels for different Markets, to the Amount of Three Thousand and Twenty-four Pounds, Twelve Shillings and Eleven Pence, *Halifax* Currency, exclusive of a Stock remaining on Hand; so that by an Inventory taken at *Louisbourg*, on the First Day of January, 1759, the greatest Part of which Inventory is wrote by Mr. *Barkly* himself, a neat Balance of Profits (after Deduction of all the Debts we were then due) appears in Favour of the House under the above Firm, of Five Thousand Eight Hundred and Sixty Pounds, three Pence, *Halifax* Currency.

In July 1759, I left Mr. *Barkly* at *Louisbourg*, and came to this Place; he went to *Philadelphia*, at both which Places the Firm of the House was to continue, till the Expiration of the Term agreed on, which ended in June 1761. I went to *Philadelphia* in July 1762, in Order to settle there fully with Mr.



Mr. Barkly, for our whole Transactions in Trade, but when I arrived there, I did not know half so much of the Transactions of our Trade at *Philadelphia*, *New-York* and *Halifax*, in the Year 1757, and at *Louisbourg*, in 1758, and 1759, as I do at present, and went to *Philadelphia* unprovided with Respect to it, as I expected to have settled from the Books we keep'd at the above Places, which were all in Mr. Barkly's Possession at *Philadelphia*, and what I now know of our Transactions, at the above Places, is only from Invoices, Bills of Parcels, Bills of Exchange, and Mr. Barkly's own Letters, which I never thought I would have had Occasion to have Recour'd to.

A few Days after my Arrival at *Philadelphia*, I propos'd entering on a Settlement with Mr. Barkly, and to begin from the first Transactions in Company, but this he objected to, and insisted on the *Canada* Connections to be first discuss'd; this I agreed to, and on his delivering me his Books, keep'd by him at *Philadelphia*, for the *Canada* Concerns, I began to examine them, and found, on comparing some of the first Articles in his Account against the House in *Canada*, with the Invoices of the Goods which I had received, Overcharges against me, to the Amount of One Thousand One Hundred and Thirty-six Pounds Seven Shillings, *Halifax* Currency; in One Cargo he charges me near double the first Cost of it, and would have insisted on my paying the above Overcharges, if I had not had the original Invoices to produce. Query? Whether I have just Reason to say Mr. Barkly intended to defraud me, for I defy him to deny the above Overcharges against me, as they will appear all mentioned in the Account settled at *Philadelphia*, 25th October 1762, and signed by him.

AFTER we had nigh finish'd the *Canada* Accounts, I question'd Mr. Barkly about our former Transactions, and particularly the *Louisbourg* Concern, what became of it, to which he angrily replied, What became of it think you? I told him, that if he would give me the Books, keep'd by us there, I would shew him; he then gave me One of the Day-books keep'd at *Louisbourg*, commencing the first of *January* 1759; and I began to make out an Account of Sales from it; but Mr. Barkly, in a few Days after, enter'd my Room, and us'd me with Language of an overbearing Disposition, and told me, I was no Partner in them Concerns, and should have no Share of the Profits thereof, as I was only his Clerk. Whether Mr. Barkly's Intentions were then, and now are, of making the Partnership void, by Reason of his signing his Name to the said Articles, in a different Manner from what his Former was, and his Latter firm now is, I must leave to the Publick to judge, but think it my Duty to give them this Notice, and the Judicious no Doubt will give it the Weight it deserves: But I have Reason to think that the third Person refus'd acting as a Partner, when he discover'd it, and that the Company was deprived of the Succours of a respectable House in *London*, on the same Account.

AFTER staying at *Philadelphia* upwards of three Months, the greatest Part of which Time I was confin'd to my Room by Sicknes, and the Fall being so far advanc'd, was anxious of returning to that Part of the Concern, more immediately under my Cognizance, to the which I was the rather prompt'd from the unsteady and overbearing Disposition of the said Barkly, whose Threatnings, had they been pursu'd, might have render'd abortive any future Method of doing myself Justice, and consequently any Terms at such a Time were agreeable to me to sign; however, in the same Paper, which he mentions I agreed to take the Two Hundred and Forty Pounds as a Gratuity, there is also mention'd, that I am to have free Liberty to examine his Books at *Philadelphia*.

In a Letter of Mr. Barkly's to me, Dated "24th September 1762." he writes as follows, viz.

"As to Affairs before you went to *Canada*, no Question but there was something got, and I will make a faithful State of it, and you shall have your Proportion." And further, "At the same Time I own it hurts me that you should think of referring Matters betwixt you and me to others." But I never saw this faithful State, nor any Accounts concerning our Transactions in Trade (either at *Philadelphia*, *New-York*, *Halifax* or *Louisbourg*) before I went to *Canada*, and defy Mr. Barkly to say that ever any such Accounts were settled betwixt him and me.

In another of his Letters to me, dated, "*Philadelphia*, 28th September, 1762." Four Days after the above, he writes in a quite different Stile, viz.

"How soon you give me satisfactory Accounts of your Intermissions in my Affairs, you shall be paid your Salary, and not till then; and I desire you'll prepare yourself for that Purpose, as I am determined to have it done, and not to be longer trifled with." And further, "You speak of References, I beg you'll tell me what you would have referred; I know I am oblig'd to implement my Engagements to you, this I never refus'd." I leave it to the Publick to judge of the Inconsistency of the above Two Letters: By the Latter he thinks I was only his Clerk, during the Whole of our Transactions in Trade, by which Means he thought to have defraud'd me of my just Right.

AFTER what had pass'd betwixt Mr. Barkly and me, as above, I found I could not bring him to a Settlement with me from the Commencement of our Partnership, unless I had prosecuted him on the Articles thereof, which I was then aver'd to do, for the following Reasons.

First, That as I had a Regard for *Gilbert Barkly's* Character, did not chuse to expose him among his Friends, by making it publick, that he had been guilty of signing his Name to the Partnership, in a quite different Manner from his usual Way of signing.

Secondly, That if I had prosecuted *Gilbert Barkly* at *Philadelphia*, I knew it would have hurt the third Partner and his Family greatly, as it ought not to have been known there that he was concern'd in Trade.

BUT for the above Lenity, which I shew'd to Mr. Barkly at *Philadelphia*, I have received from him here the greatest Ingratitude.

THE 6th of September last (at which Time I was confin'd to my Bed by Sicknes) he goes and swears, that I was positively indebted to him in the Sum of Eight Thousand One Hundred and Nineteen Pounds One Shilling and Four-pence *Halifax* Currency; with what Propriety he could do this, I shall leave it to the impartial World to judge, after perusing what I have mention'd above; and should any



any Person doubt of the Truth of what is above recited in this Na  
the Trouble to call on me for a Sight of the Accounts and Letters,  
Pleasure.

I defy Mr. *Barkly* to say that ever I received any Goods from h  
mentioned Settlement at *Philadelphia*, and the Motives inducing h  
Debtor, for the Sum of Eight Thousand One Hundred and Nin  
Pence, the World must judge: But nothing could be more unnat  
Kind, and to arrest me, when confined to my Bed by Sicknes, h  
ing procured, and his own Declarations of the ~~Danger~~ there was o  
plain Indications, but my procuring Bail, and recovering from th  
trated his Designs therein.

To convince the Publick, that I do not want to take any Adv  
Thing from him that is unreasonable, I am willing to deliver up a  
sons Hands, all the Books and Papers concerning my Transfatio  
was in Company with Mr. *Barkly* (which have never been seen b  
since they were taken from him) and will oblige myself to make g  
on the Goods which he sent me to this Place, only discounting th

UPON the said Mr. *Barkly's* agreeing to perform the following C

*First*, That he shall make me a proper Acknowledgment for n

*Secondly*, That he will oblige himself to send for all the Company  
are at *Philadelphia*, and make a true and just Settlement with me  
of our Partnership, to the Expiration thereof, and to deliver up  
which he may have, or pretend Claim to, in and by Virtue of the  
*delphia*, 25th *October* 1762, and to oblige himself to make good  
the Goods which belonged to the Company, preceeding the Tim  
compting the proper Leakages and Wastage. Should Mr. *Barkly*  
to come under any Penalty he shall mention, to leave the whole o  
cided by Six or Seven indifferent Persons, to be chosen by us, an  
Determination, and to pay Mr. *Barkly* whatever Ballance shall app  
ny's Books are balanced.

I never saw Mr. *Barkly's* printed Lybel before the 12th *Curra*  
from seeing it, or I would have given an Answer to it sooner.

QUEBEC, 22d *October*, 1764.

of what is above recited in this Narrative, if they will give themselves  
Sight of the Accounts and Letters, &c. I will show them to them with

ever I received any Goods from him on my Account, since the above-  
Melphia, and the Motives inducing him, to bring me in as a pretended  
Thousand One Hundred and Nineteen Pounds One Shilling and Four  
But nothing could be more unnatural, than to lay an Action of that  
confined to my Bed by Sickness, his Expressions of Anger, on Bail be-  
clarations of the Danger there was of my Life at the Time, these may be  
uring Bail, and recovering from that Sickness, may probably have frus-

that I do not want to take any Advantage of Mr. Barkly, or desire any  
onable, I am willing to deliver up and deposite, in any indifferent Per-  
Papers concerning my Transactions in this Place, during the Time I  
Barkly (which have never been seen by me, or any other Person whatever,  
) and will oblige myself to make good to him, all Errors or Deficiencies  
to this Place, only discounting the proper Leakages and Wastage.

agreeing to perform the following Conditions:

1. To give a proper Acknowledgment for my Character.

2. To oblige himself to send for all the Company's Books, Papers and Accounts, which  
make a true and just Settlement with me here, from the first Commencement  
of the Navigation thereof, and to deliver up and waive all, or any Advantages,  
Claims to, in and by Virtue of the above mentioned Settlement at Phila-  
delphia, and to oblige himself to make good to me all Errors or Deficiencies, on  
the Company, preceeding the Time I left him at Louisbourg, only dis-  
counting the proper Leakages and Wastage. Should Mr. Barkly agree to these Terms, I am willing  
to mention, to leave the whole of our Transactions in Trade to be de-  
termined by such Persons, to be chosen by us, and will oblige myself to stand to their  
Decisions, and to pay Mr. Barkly whatever Ballance shall appear due to him, after all the Compa-

plaints printed Lybel before the 12th Currant, as he industriously prevented me  
from giving an Answer to it sooner.

JOHN HAY.



