

A
R E P L Y
T O

JOHN HAY'S ANSWER to GILBERT BARKLY'S REPRESENTATION to the *PUBLICK*, the 18th of September, 1764.

MR. Hay begins with his Answer to what he honours with the Name of a PRINTED LIBEL, entitled, "A Representation to the Publick of Affaires between *Gilbert Barkly of Philadelphia*, and *John Hay of Quebec*."

"I went to *Philadelphia*, in July, 1762, as Mr. *Barkly* mentions, in Order to settle there fully for our whole Transactions in Trade, from the Commencement of the Articles in Partnership, bearing Date the 14th Day of June, 1756, as he had all the Books in his Possession, at *Philadelphia*, concerning the same, preceding the Time I left him at *Louisbourg*, but he did not chuse to settle with me for any of our former Transactions, &c. he only would settle with me for our Transactions in *Canada*, and consequently an Agreement was drawn up betwixt us, dated the 25th of October, 1762." He goes on, and says, "The overbearing Disposition of said *Barkly*, whose Threatnings, had they been pursued, might have rendered abortive any future Method of doing myself Justice; and consequently any Terms at such a Time were agreeable to me to sign."

In Answer to this Charge, simply supported by this *Man of Candour's own dear self*, and in themselves in many Respects contradictory:

It is well known the Citizens of *Philadelphia* enjoy all the Privileges and Liberties due to free born Subjects; as the Laws of *England* are the great Standard by which they are directed.

If Mr. Hay had been at *Constantinople*, in Place of his being in a City equitably governed by wholesome Laws, executed under the Eyes of Justice, the Doctrine he preaches might have some Weight.

His first Charge is of Transactions before he left *Louisbourg*, "That all the Books and Papers were at *Philadelphia*, his only Knowledge of them being from Invoices, Bills of Parcels, Bills of Exchange, and Mr. *Barkly's* Letters;" and in another Paragraph he contradicts this, and says, "That the Profits, after deducting all Debts, appear in Favour of the House £5860 - 0 - 3 *Halifax* Currency:" Here he strikes a Balance even to three Pence, and in the former Paragraph he declares himself ignorant.

Mr. *Barkly* will be extremely much obliged to Mr. Hay if he convinces him how this Balance appears; at the same Time he must be allowed to apprehend its having a Tendency to serve himself in the same Manner as what he calls his principal Books had.

He next declares, "That I would only settle with him for the Transactions in *Canada*, and consequently an Agreement was drawn out, dated 25th of October, 1762."

Here he forgets his own Receipt in the Body of the above Obligation for £240 *Halifax* Currency, for the former Affairs, in full of all Demands, and with this £240 he debits me in Account Current signed by himself, above Twelve Months after the Date of the Obligation.

The Settlement of Accounts made at *Philadelphia* was from Mr. *Barkly's* Books, and the short Abstract brought by Mr. Hay from *Quebec*, from the false Books put into my Hands at my Arrival here, this the Settlement itself proves.

During the Time Mr. Hay continued at *Philadelphia*, which was nigh four Months, my Compting House and Books were open to him, and they still continue open to him, should he require a Revival of the Books.