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

**M**R. *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.

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