

You say nothing about the vessel up the river; we therefore suppose she is in the same state as formerly: at any rate we wish you to dispose of her on the best terms you can, for ready money, or produce paid down. We forwarded yesterday by Captain Forster of the ship Alliance, bound to Charlotte Town, a paper parcel, for which you are to pay him £2 on delivery: it contains all our papers relative to Mr. Cambridge's transactions with Mr. Waters, which will furnish you with ample powers to defeat his pretended claim, if he should be so bold as to pursue the action, which we are led to believe he will not. We are, dear Sir, your obedient servants,
(Signed) A. BIRNIE & CO.

N. B. These are all the letters received by the deponent from A. Birnie and Company, up to this present day, July 4, 1822.
(Signed) F. GOFF.

EXTRACT FROM A LETTER FROM MR. GEORGE BIRNIE TO MR. FADE GOFF, DATED LONDON, DECEMBER 9th, 1817.

"I believe it to be their (to wit, A. Birnie and Company's) intentions just to jog on with the store, till the present stock is sold and the debts got in."

D.

COPY OF THE APPELLANTS' POWER OF ATTORNEY TO MR. WILLIAM PLEACE, HIS AGENT, DATED 9th SEPTEMBER, 1814.

Know all men by these presents, that I, Edmund Waters, of Great St. Helens, Bishopgate Street, in the City of London, merchant, for divers good causes and considerations me hereunto moving, have made, ordained, nominated, constituted and appointed, and by these presents do make, ordain, constitute and appoint, and in my place and stead put and depute William Pleace, of the City of London, gentleman, but at present residing in Charlotte Town in Prince Edward Island, in the Gulf of St. Lawrence, in North America, to be my true and lawful Attorney, for me and in my name, or in his own name or otherwise, to make up, settle, and adjust all accounts now depending and unsettled between me and any person or persons whomsoever, either in Prince Edward Island, or any other British settlement in North America, and to ask, demand, sue for, recover, obtain, and receive all the balances to be found due thereon; and also to ask, demand, sue for, recover, obtain, and receive all and every the debt and debts, sum and sums of money whatsoever, that are now due or shall at any time hereafter become due, or owing to me from any person or persons whomsoever in Prince Edward Island, or any other British settlement in North America, whom it doth, shall, or may concern, or who shall be liable to pay and account for the same; and in case of nonpayment thereof, or of any part thereof, for me and in my name, or in his own name or otherwise, to sue, arrest, attack, prosecute, implead, or otherwise proceed against all and every person and persons whomsoever, as aforesaid, in any court or courts of law or equity in Prince Edward Island, or any other British settlement in North America, where it may be necessary, and to proceed to judgment and execution therein, or otherwise, according to the form and usual practice of such courts or tribunals; and also for me, and in my name, or otherwise, to appear, and my person to represent and personate in all courts, and before all ministers, judges, and magistrates, and otherwise, as may be necessary and as to my said Attorney shall seem meet; and on payment or receipt of any such debts, sum and sums of money, or any of them, or any part thereof respectively, for me and in my name, or otherwise, to make, sign, seal, and execute, all and singular, good and sufficient receipts, releases, acquittances, and other discharges, as may be necessary in the premises, or as may be required. And in case any dispute shall arise touching the payment of any of the said debts, sum or sums of money, or any of them, or any part thereof, or touching the settlement of any account or accounts relating thereto, or in the execution of the powers and authorities hereby given, I do hereby authorize and empower my said Attorney to refer any such dispute or difference to arbitration in the usual way, and to sign, seal, execute, and deliver any agreement, bond, dispute or difference of reference, and to abide by and perform the award and determination which may be made in or other instrument thereof, and to compel the observance and performance of such award and determination by the other parties thereto respectively; and if expedient and necessary, to accept and take a security or securities for any of the said debt or debts, by instalments, and in cash, goods, bills of exchange, or other mode of payment, or to compound for and take less than the full amount of such of the said debt or debts, whereof full payment cannot be obtained: And generally to transact, manage, conduct, and execute, all and every such further and other lawful acts, deeds, matters, and things, as the said William Pleace shall find needful and necessary for accomplishing all, any, or either of the purposes aforesaid, and that as fully and effectually, to all intents and purposes, as I could do in my own person, hereby giving unto my said Attorney all my full and whole power and authority in the premises; and hereby ratifying and confirming all and whatsoever my said Attorney shall lawfully do or cause to be done, in and about the premises, by virtue and in execution of these presents. In witness whereof, I, the said Edmund Waters, have hereunto set my hand and seal, the ninth day of September, in the fifty-fourth year of the reign of our Sovereign Lord George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland King, Defender of the Faith, and in the year of our Lord one thousand eight hundred and fourteen.

(Signed) E. WATERS, L. S.

Sealed and delivered, (being first duly stamped,) in the presence of,—the words "obtained" on the second page hereof, to the words, "and generally," being expunged before the execution hereof by the said Edmund Waters,—

(Signed) GEO. BIRNIE,
of Great St. Helens.

* This refers to a clause expunged in the original power, and which therefore is not copied above.