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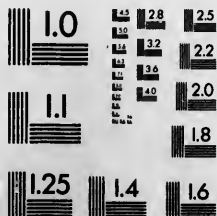
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T O

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.



It will be too tedious and irksome to trouble the Publick with the Multitude of Contradictions and Inconsistencies in this Writing of Mr. Hay's, at the same Time I must be excused for mentioning a few of them, viz.

He made a Settlement of Accompts at *Philadelphia*, and gives a Discharge in full of all Demands for a Sum of Money, and yet he made no Settlement, but wants to begin at the Beginning.

He was frightened into any Terms he could get, in the free City of *Philadelphia*, and yet thereafter, during the Course of upwards of seventeen Months Correspondence with the arbitrary Oppressor, makes no Complaint of any Kind of Grievance! He treats the Oppressor, after his Arrival at *Quebec*, as a Person he would willingly keep on Terms of Friendship with, delivers him all the Books and Papers he demanded, and after leaving them in his and his Clerks Possession for nigh seven Weeks, continuing still on good Terms, yet in one Night sweeps the whole away, because the Transactions here were the last, and that he had made no former Settlement.

He sold off all the Stock of Goods on Hand at *Quebec* and *Montreal* at publick Vendue, and purchased the most of them himself for his private Use, by which he raised the Sales £300—Such was his Regard for this Oppressor, that he preferred his Interest so far to his own; and all this was done by Virtue of the Writing passed betwixt them at *Philadelphia*, and yet he had good Reason for desiring this very Writing should be cancelled.

He agreed that all the Differences betwixt us should be referred to six or seven honest Men, his own Fellow-Citizens, and when it came to the Push of signing the Bonds of Arbitration, he would not do it, because, indeed, he did not chuse it, as Lawyers are better Judges of Accompts and Transactions in Trade than Merchants.

He saw *George Richau* drunk in the Morning (when posting a Set of regular Books from his Waste-book) and not working at his Books, and yet no Person but himself discovered this: The Work done by *George Richau* proves his being capable, and his not meriting the Character so maliciously given him.

He is able to purchase Breweries, large Quantities of Goods, be concerned in a Distillery, build elegant Houses, &c. &c. and yet indeed he chuses rather to go to Law than pay his Debts: Tho' Mr. *Barkly* was the sole Father of the House, by whose Means all the Goods sent to *Canada* were purchased, and who took on the Load of Debts; yet indeed he is much surpris'd that he should look into their Affairs and detect Frauds.

During the Time of his late Sickness, and when Mr. *Barkly* and his Clerks were busy posting regular Books, in Order to have a speedy Settlement, that he might get Home to his Family and Business, unknown to any of them, by Mr. Hay or by his Directions, the whole Books and Papers were carried away, and in Return for this unprecedented Action, because I arrested him for the Debt he owes me, indeed it was a cruel Action at such a Time.

Mr. Hay goes on, and says, "That at my Arrival at *Quebec* he treated me in every Respect as a Person he would willingly keep on good Terms of Friendship; and did deliver me all the Books I mention in my Representation, and a regular Set made out from the Day-books in the Years 1759, and 1760; that during that Period of Time he had no Clerk to assist him, and that Errors might happen, &c." Unluckily for Mr. Hay, the Frauds proved against him are not from the Books wrote in this Time of Hurry; they appear from the Set he calls his principal Books, which he put in my Hands soon after my Arrival at this Place, and which were made out on Purpose to deceive me. It is allowed that the best Accomptants may be liable to some Errors, but if a double Set of Books is kept, and upon comparing the two Waste-books together (which ought to be exact Copies) if the Goods sold by the first be considerably higher in Price than those sold by the second, which was copied when Hurry was over, is it necessary to ask if this was done with a Design of Fraud or not? This undoubtedly was the Case, which the Books themselves will testify; and let it be remembered, that all the Payments of Accompts and real Transactions were taken by Mr. Hay from the Waste-books and Ledgers delivered to me by him about a Month after my Arrival, and not from the Books made out to amuse me, and which were delivered to me a few Days after my Arrival.

Next follows Mr. Hay's Reasons for carrying away the Books, &c. "That as the Transactions here were the last Part of the Company Concerns in Trade, he thought it was most proper we should begin from the Commencement of our Partnership, and not at the latter End of it, and that he found from Experience, that he could not confide in Mr. *Barkly* to do him Justice for all or any of their Concerns in Trade."

For



For this *gentle Freedom* certainly Mr. *Hay* merits Thanks.

From the Time Mr. *Hay* left *Philadelphia*, in *October*, 1762, till my Arrival at *Quebec*, the 22d of *June*, 1764, many Lettres passed betwixt us, and is it not natural to believe, if there were any such Grievances as are represented in the above and foregoing Paragraphs, and the others in Mr. *Hay's* Complaints, that he would have mentioned them, and desired Redress? His Letters to me proves there were none made, and I am ready to declare on Oath, that none were made to me by Word or Writing before nor after my Arrival at this Place, till the Books were conveyed away: And does not the Settlement at *Philadelphia* prove that all former Transactions were finished, and does not he own the Receipt of a Consideration Sum in full of all Demands? What Grounds can there therefore be for beginning a second Time an Affair that has been finally ended.

Before I left *Scotland* I entered into an Agreement with Mr. *Hay* to accompany me to *North-America* as my Clerk; for which I was to pay him a Salary; and some Time after our Arrival, believing him to be a sober, industrious, honest Man, and not from any Knowledge he had in Trade, or Credit he could bring the House (for he knows that my best Friend on Earth chide me severely for giving him a Concern) I gave him a Concern in Trade with me. My Friends supported me, and every Thing in my Power was done to fill his Hands with such Goods as I thought would answer to the best Advantage, all my Dependence on him being to dispose of the Goods, and remit me in Order to pay off the Debts I contracted, in doing of this he has fallen greatly short, and left me with a Load Debts which endanger my Credit, and now bids me Desiance, and purposes to go to Law with me with much more than my Fortune in his Hands.

It might be expected that common Gratitude would have induced him to have done me that Justice which is due between honest Men, but in Place of this, every Effort in his Power has been used to distress and ruine me.

As to what he calls his Narrative, so far as he mentions of Affairs at *Philadelphia*, supported by his own dear self, he undoubtedly desires that the Publick should believe that that City is governed by the most absolute Tyrant on Earth, and that this very *Barkly* had such Influence that his Will was a Law.

The Letter mentioned by him, dated the 24th of *September*, is answered by the Settlement and obligatory Writing, dated at *Philadelphia*, the 25th of *October* following. And as to the Articles of Co-partnership he mentions, it is absolutely refused, and Testimonials to that Effect will be soon produced. Those Articles he says were signed *Gilbert BARCLAY*. He begins what he calls his Narrative, viz. "On the 14th Day of *June*, 1756, a Partnership was agreed on and concluded betwixt *Gilbert Barkly*, another Person and myself, "under the Firm of *Barkly & Hay*." The Publick is requested to judge how Articles of Co-partnership could be signed *Gilbert BARCLAY*, and the Firm of the same House *Barkly & Hay*. These are such Contradictions that they only shew to what Lengths this malicious Man would go to wound the Character of the best Friend he had on Earth.—But a Man, capable of Ingratitude, and guilty of Fraud, \* will stretch every Point to blind the World: However, stubborn Truth is supported by itself, and will in End stand.

It comes now to what Mr. *Hay* is pleased to mention of my swearing to a Debt against him the 6th of *September* last, at a Time when he was confined to Bed by Sickness, but not so bad, but he either carried away the Books, &c. or ordered them to be carried away out of my Bed-room when the Keys were in my Servant's Pocket, and this without any Provocation but the Discovery of gross Frauds against him (which are proved by myself and Clerks.) I say a Debt of £8119 - 1 - 4 *Halifax* Currency: He adds, "with what Propriety he could do this, I leave it to the impartial World to judge; and says, if any Person doubts of what is above related, if they will give themselves the Trouble to call on me for a Sight of the Accounts and Letters, &c. I will shew them to them with Pleasure." In the Settlement in *Philadelphia* there were many Bills of Exchange given Credit for, the Fate of which were not known, Re-exchange on Bills returned, Bills of Ransom to pay, Interest of Money, and many other Articles too tedious to mention here; let it suffice that this Demand is supported by Vouchers; and for a Proof of my being

\* FRAUD, worshipped by the ancient Pagans, either when they had a Mind to deceive, or were afraid of being deceived; she was of a very monstrous Shape, having the Countenance of a very Beautiful young Woman, the Body of a party coloured Serpent, and a Scorpion's Tail; her Countenance shewed the specious Pretence, made Use of to cover their Cheats; the spotted Body signified her different Wiles; and the Scorpion's Tail the Malice which is always found at the Bottom of her Designs.

being ready to bring Matters to a Point, did I not offer to lay the whole before honest disinterested Men, and to abide by their Determination, but this was not agreeable to his Designs.

The following Paragraph seems a victorious Charge to him, viz. "And on his delivering me his Books, kept by him in *Philadelphia* for the *Canada* Concerns, I began to examine them, and found on comparing some of the Articles against the House in *Canada* with the Invoices of the Goods I had received, Overcharges against me to the Amount of £ 1136 - 7 - 0 *Halifax* Currency; in one Charge he charges me near double the first Cost of it, and would have insisted on paying the above Overcharge against me, as they will appear all mentioned in the Account settled at *Philadelphia* the 25th of *October*, 1762, and signed by him:" If Mr. *Hay* had acted with that Candour expected from an honest Man, he ought to have added, that the Invoices he mentions were partly put in his Hands by *Gilbert Barkly*, and others forwarded to him by Letters from me, and that the State found in my Books at *Philadelphia* proceeded from his Letters of Advice from *Quebec* to me, of the Prices those Goods were selling at; and before I balanced my Books at *Philadelphia*, the End of the Year 1759, I entered those Goods agreeable to the Advices received from Mr. *Hay*, in Order to come as nigh my real Stock as Circumstances of Affairs could bring them; but according to Mr. *Hay's* Doctrine, Mr. *Barkly* ought to have continued as formerly the *Baska*, tho' it seems at this Time he declined it.

This tedious and irksome Reply is a Task extremely disagreeable to me; but an oppressed Person is in some Degree eased by painting a Picture of the World of the ungrateful Author of the Oppression: Had I kept him in the *School* most suitable for him, I doubt not but he would have been happy, and my Affairs carried on agreeable to Truth; but from an Openness of Heart, and a sincere Inclination for the Welfare of this Man, who I believed to be a *Nathaniel of Honesty*, I gave him a Concern in Trade with me, and supported him with vendible Goods, by my long Experience in Trade and the Goodness of my Friends, to much greater Value than I could well expect.

I need not be surprized at the Manner Mr. *Hay* concludes his Answer, by saying I industriously prevented him from seeing what he calls my Libel—it is well known a Copy of it was given by me to a Gentleman of Character in this City, with my earnest Request of his Reading it to him, and desiring he would consider of the Consequence; this was accordingly done, but to no Effect, tho' it happened before it was proven before the Judge or printed, and my Reason for not dispersing them immediately after they were printed, was in Expectations that Mr. *Hay* would have considered of the Consequence, and for this Regard and Tenderness to his Character he is pleased to find Fault.

QUEBEC, November 2, 1764.

*Gilbert Barkly.*

*Messrs. PRINCEPS,*

**A**S I promised in my Reply of the 2d of November, 1764. That Testimonies should be produced to prove that no such Article of Co-partnership, as John *Hay* daringly asserts, were ever entered into by myself, Alexander *Barkley* of *Philadelphia*, and the said *Hay*; you are desired to print Alexander *Barkley's* Affidavit on the Back of the said Reply, as also an Extract from the last Letter wrote me by John *Hay*, before my Departure from *Philadelphia* for this Place, which shews that no Books were expected from thence by him, as he falsely alleges: And as to the Particulars of what he published in your Gazette of the 24th Current, the said Affidavits already published, with the following one, &c. prove the whole false, and shew the unhappy Man grasping at his own Destruction. I am,

Quebec, October 29, 1765.

Your obedient Servant,

GILBERT BARKLY.

**CITY OF PHILA- } PERSONALLY** appeared before me, THOMAS LAWRENCE, Esq; Mayor of the City of *Philadelphia*, in the Province of Pennsylvania, Alexander *Barkley*, Esq; of the same City, and being duly sworn on the Holy Evangelists, depose and faith, That he never was concerned in carrying on any Trade, Commerce or Business with *Gilbert Barkly*, late of this City, and now at *Quebec*, and with John *Hay* of *Quebec*, or with either of them; and that he never had any Kind of Connection with, or Interest in, the House or Firm of *Barkley* and *Hay*, or the House or Firm of *Barkly* and *Hay*, nor with those Persons by any other Name or Names whatsoever.—And further this Depoent faith, That he has been very well acquainted with the said *Gilbert Barkly* for several Years past, and that the said *Gilbert* hath always supported and born the Character of a Man of Honour and Integrity, and from the Knowledge this Depoent hath of him, he believes he very justly deserves that Character.

(Signed)

ALEXANDER BARCLAY.

PHILADELPHIA, E. Sworn before me, this 27th May, 1765.

as Witness my Hand, and Seal of the Mayoralty.

(Signed)

THOMAS LAWRENCE, Mayor.

Extract of a Letter from JOHN HAY of *Quebec*, to GILBERT BARKLY in *Philadelphia*, dated *Quebec*, May 1, 1764.

"I have been expecting you here every Day for these two Months past, in order to examine the Books kept by me here, but should it be inconvenient for you to come this Length, please acquaint me what Particulars you want to be informed of, and I shall do my Endeavour to satisfy you fully concerning them."

(Signed)

JOHN HAY.







