

hopes to oppress this defendant and prostitute his right to the boasted Interest of the Complainant and his Agents in the greatness of his friends; This Defendant having no greater friend than Justice. And this Defendant further Saith that he never Understood that any Writt of Error or Appeale in Nature thereof was insisted on as a Discharge of an Execution Served and Satisfyed in any Civill Case whatever before now that the Complainant in his bill Seems to insist thereon in a manner as this Defendant Verily believes Till now unheard of Nor that ever the reserving a Judgment was a reversall of a bill of Exchange past and paid away in Satisfaction of Such Judgment but That in Case of Reversalls the Remedy in Course is a Writt of Restitution Ag<sup>t</sup> the party but this Defendant never Understood that the Effect of Such Writt was to follow the Sumes recovered into Whatsoever hands the recoverer had paid or Disperst them this Defendant always Conceiving that Whoever recovered money by a Judgment had a good right to use it and that the Baker he paid it to for his bread or the Jaylor for his Liberty Could never either in Law reason or any mans Sense (but the Complainants own) be oblidge to restore it And as to Such part of the Complainants bill as Charges this Defendant with haveing a Note or Notes or other obligations from the Complainant or his factors to him this Defendant and to all the Residue of the Bill af<sup>d</sup> that is unanswered and any ways Materiall to be answered unto this Defendant Answereth and Saith that Some time in March 1722/3 the Said Gilbert Powlson Intending as this Defendant believes to get to his home in England So Soon as he Could appointed this Defendant by his power of Attorney dated the 9<sup>th</sup> Day of the Same Month to be his Attorney or Agent for recovering any Sumes due to him the S<sup>d</sup> Gilbert as by the Same Power duly proved ready to be produced may more at Large appear Which power this Defendant the more readily Accepted of knowing that by the Laws and Practice of this province this Defendant was Chargeable as attorney at Law for all Fees that Should arise due from the S<sup>d</sup> Powlson in any Cause wherein this Defendant was Concerned for him while the Said Poulson was under the Circumstance of a Non Resident that therefore the better to enable himself to recover those Fees he was by his office of an Attorney at Law Oblidge to pay he Accepted thereof and also of another Instrument or Power of Attorney dated the 14<sup>th</sup> day of June 1723 ready to be produced as af<sup>d</sup> whereby he required this Defendant to pay his Debts and also to pay out of his Effects Such Legall fees as Should become due for defending him Ag<sup>t</sup> Forwards Appeale in the High Court of Appeals as by the Same [702] Reference being thereto had may more at Large appear That this Defendant on the Second Day of July 1724 Settled an Account w<sup>th</sup> one John Moale who pretended to be the Complainants Agent of all the Costs and other Claims that This Defendant as Attorney of the Said Powlson had Against the Complainant and reced the Ballance from the S<sup>d</sup> Moale and delivered up all the Notes or Other Papers as he then had Whereby he Claimed any thing Ag<sup>t</sup>