

purely as this Defendant believes for the Sake of giving delay and Trouble to this Defendant the Said Cockey and his Attorney well knowing the Said plea to be false or at Least not having the least grounds to believe it True as this Defendant Verily believes the Said Cockey haveing been advised (as this Defendant both by Captⁿ Hyde and the Complainant from England) that the S^d Bills were not paid to Which plea Nevertheless this Defendant replied Non payment and Insisted that the Issue Should be made up in Order to Dispatch it to the Next Assizes which the attorney of the S^d Cockey and Sureties to the best of this Defendants remembrance then promist to do provided he might have Some Time given him to rejoyne in Which Was Accordingly given him till the Last day of July 1725 that dureing the Sitting of the Said Provⁿ Court in May Last this Complainant in order to a further Delay of the Suit betwixt this Defendant and the Said Cockey and his Sureties moved the late Chancellor Rich^d Tilghman Esq^r for an Injunction to Stay the S^d proceedings at Law but on a Long hearing of the Complainants Councell in Support of his Motion the S^d Chancellor was pleased to declare he Could See no Cause for an Injunction in the Case and rejected the Motion That Thereupon the S^d Councell instead of Forward [sic] the issue to the Assizes According to his promise fil'd as this Defendant has heard a Generall Demurrer in Law to this Defendants Replication in Order as this Defendant believes to a yet further Delay That for the Causes before Shewn this Defendant insists on his right to the S^d 828 lb Sterling money from the Said Cockey and Interest thereon till payment wth which this Defendant Conceives the Complainant hath Nothing to do to Intermedle Unless to gratifie a great desire this Defendant hath the Compl^t hath Declared he had to have a Suit Ag^t this Defendant that What has past betwixt the Said Complainant and his factors or betwixt his factors and the S^d Powlson no ways Concern this Defendant in Respect to the S^d Sum of money nor hath this Defendant any affairs with the Complainant nor ever Combined unfairly with any person Against him Unless his doing his duty of an Attorney for his Client or discharging the Trust of a faithfull Councellor to the best of his Knowledge be Lyable to Such Imputation that this Defendant has [700] Heard and believes the Complainant has Said that Powlson being a poor man and not able to make him Satisfaction he must get it of his Attorney who was able. But this Defendant declares that Notwithstanding Such the Complainants reasoning he verily thinks in his Conscience he hath an Indubitable Right to the above Sum he hath Sued for Both in Law in Equity and this Defendant further Saith that on or about the 7th of May 1723 when the High Court of Appeals Affirmed the Judgment of the Provinciall Court the S^d Six hundred Pounds Bills then being in the Custody of the Sherr of the County or his Deputy in Order to be distributed Among the S^d Powlsons Creditors According to the Act of Assembly made for the Relief of himself and others the now Complainant by his Councill moved the then Court of Appeals to make