

cule. If another is called and does not come quickly, come thou, hear what is ordered, and do it well. Never offer thyself to do that which thou canst not do. Deceive no person, for the gods see all thy actions. Live in peace with every body, and love every one sincerely and honestly, that thou mayst be beloved by them in return.

Be not greedy of the goods which thou hast. If thou seest any thing presented to another, give way to no mean suspicions; for the gods, to whom every good belongs, distribute every thing as they please. If thou wouldst avoid the displeasure of others, let none meet with it from thee.

Guard against improper familiarities with men; nor yield to the guilty wishes of thy heart; or thou wilt be the reproach of thy family, and wilt pollute thy mind as mud does water. Keep not company with dissolute, lying, or idle women; otherwise they will infallibly infect thee by their example. Attend upon thy family, and do not go on slight occasions out of thy house, nor be seen wandering through the streets, or in the market-place; for in such places thou wilt meet thy ruin. Remember that vice, like a poisonous herb, brings death to those who taste it; and when it once harbours in the mind, it is difficult to expel it. If in passing through the streets thou meetest with a forward youth who appears agreeable to thee, give him no correspondence, but dissemble and pass on. If he says any thing to thee, take no heed of him nor his words; and if he follows thee, turn not thy face about to look at him, lest that might inflame his passion more. If thou behavest so, he will soon turn and let thee proceed in peace.

Enter not, without some urgent motive, into another's house, that nothing may be either said or thought injurious to thy ho-

nour; but if thou enterest into the house of thy relations, salute them with respect, and do not remain idle, but immediately take up a spindle to spin, or do any other thing that occurs.

When thou art married, respect thy husband, obey him, and diligently do what he commands thee. Avoid incurring his displeasure, nor shew thyself passionate or ill-natured; but receive him fondly to thy arms, even if he is poor and lives at thy expense. If thy husband occasions thee any disgust, let him not know thy displeasure when he commands thee to do any thing; but dissemble it at that time, and afterwards tell him with gentleness what vexed thee, that he may be won by thy mildness, and offend thee no farther. Dishonour him not before others; for thou also wouldst be dishonoured. If any one comes to visit thy husband, accept the visit kindly, and shew all the civility thou canst. If thy husband is foolish, be thou discreet. If he fails in the management of wealth, admonish him of his failings; but if he is totally incapable of taking care of his estate, take that charge upon thyself, attend carefully to his possessions, and never omit to pay the workmen punctually. Take care not to lose any thing through negligence.

Embrace, my daughter, the counsel which I give thee; I am already advanced in life, and have had sufficient dealings with the world. I am thy mother, I wish that thou mayst live well. Fix my precepts in thy heart and bowels, for then thou wilt live happy. If, by not listening to me, or by neglecting my instructions, any misfortunes befall thee, the fault will be thine, and the evil also. Enough, my child. May the gods prosper thee.

TO THE PHILOLOGICAL SOCIETY.

GENTLEMEN,

I SEND you what I believe will be deemed a curiosity, though it should not be considered as a literary one. In my junior days I had frequently heard it asserted, that a highwayman had once filed a bill in a Court of Equity for a discovery and equal division of the booty taken on the road; but the improbability of so extraordinary an instance of effrontery ever existing, always inclined me to disbelieve it. The death of a very old practitioner has accidentally thrown into my hands a copy of the bill, with the several orders made upon it; all which I have every reason to believe genuine. If you should agree with me in opinion concerning them,

you will probably allow them a place in the *European Magazine*.

I am yours, &c.

CAUSIDICUS.

IN THE EXCHEQUER.

To the Right Honourable the Chancellor and Under-Treasurer, the Right Honourable the Lord Chief Baron, and the rest of the Honourable the Barons of his Majesty's Court of Exchequer.

HUMBLY complaining, sheweth unto your Honours, your orator John Everett, of the parish of St. James's, Clerken-

well

well, in the county of Middlesex, gentleman, debtor and accountant to his Majesty, as by the record of this honourable Court, and otherwise, it doth and may appear, that your orator being skill'd in dealing, and in buying and selling several sorts of commodities, such as corn, hay, straw, horses, cows, sheep, oxen, hogs, wool, lambs, butter, cheese, plate, rings, watches, canes, swords, and several other commodities, whereby your orator had acquired to himself a very considerable sum of money, to the amount of 1000*l.* and upwards. And Joseph Williams of the parish of —, in the said county of Middlesex, gent. being acquainted therewith, and knowing your orator's great care, diligence, and industry in managing the said dealing, he the said Joseph Williams, in or about the year of our Lord 1710, applied himself to your orator, in order to become your orator's partner therein; and after several such applications and meetings had between him and your orator for that purpose, your orator depending on the fair promises of the said Joseph Williams, that he would be a faithful partner to your orator, and would fairly settle with your orator on account of the joint-stock, which was to be provided and employed in the manner herein after mentioned; your orator at length agreed, that the said Joseph Williams should become his partner in the said dealing, in buying and selling the abovesaid commodities and cattle. And although no article was drawn between the said Joseph Williams and your orator for the said partnership; yet it was firmly agreed on by and between your orator and the said Joseph Williams, that they both should equally provide all sorts of necessaries, at the joint and equal expence of both such, as horses, bridles, saddles, assistants, and servants. And it was further agreed, that they both should equally bear and pay all such sums of money, as should be laid out and expended on the roads, at inns, taverns or ale-houses, or at markets or fairs, or elsewhere, for, and on account of carrying on the said joint-dealing; and your orator and the said Joseph Williams were equally to pay all such sum or sums of money, as should be necessary to be laid out in the said dealing, and the said partnership was by the said agreement to end and cease at Michaelmas, which should be in the year 1721. And your orator further sheweth unto your honours, that pursuant to the said agreement, your orator and the said Joseph Williams went on and proceeded jointly in the said dealings with good success on Hounslow Heath, where they dealt with a gentleman

for a gold watch, and from thence your orator and the said Joseph Williams returned to their respective houses in London, and in three or four days after the said Joseph Williams came to your orator, and informed him that Finchley in the said county of Middlesex, was a good and convenient place to deal in, and to persuaded your orator to go along with him there to deal; he the said Joseph Williams at the same time assuring your orator, that the said commodities were very plenty at Finchley aforesaid, and that if your orator and the said Joseph Williams would go to deal there, it would be almost all gain to them. On which persuasions of the said Joseph Williams, your orator was prevailed on and encouraged to go along with the said Joseph Williams to Finchley aforesaid, where the said Joseph Williams and your orator dealt with several gentlemen for divers watches, rings, swords, canes, bats, clocks, horses, bridles, saddles, and other things to the value of 100*l.* and upwards. And your orator further sheweth unto your honours, that about a month after the said dealing at Finchley aforesaid, the said Joseph Williams came to your orator, and informed him that he heard there was a gentleman at Blackheath, who had a good horse, bridle, saddle, watch, sword, cane, and other things to dispose of, all which he believed they might have for little or no money; and the said Joseph Williams telling your orator, how much he and your orator might get to themselves, in case they could prevail on the said gentleman to part with the said things, your orator was thereupon prevailed on again to go along with the said Joseph Williams to Blackheath aforesaid, where they met the said gentleman, and after some small discourse had between your orator, the said Joseph Williams, and the said gentleman, they dealt for the said horse, bridle, saddle, watch, sword, cane, and other things, at a very cheap rate, and thereupon returned to London with the said horse, bridle, saddle, watch, sword, cane, and other things; which, as your orator avers, were well worth 50*l.* and upwards. And your orator further sheweth unto your honours, that your orator and the said Joseph Williams continued in their joint dealings together until Michaelmas aforesaid, during which time your orator and the said Joseph Williams dealt together in several places, viz. at Bagshot in Surrey, Salisbury in Wiltshire, Hempstead in Middlesex, and elsewhere, to the amount of 1000*l.* and upwards; during which time your orator laid out, paid and expended his share of

all necessary expences, and money for carrying on the said *joint dealing*; and your orator not in the least doubting but that the said Joseph Williams would have *fairly accounted* with your orator, for and concerning the said *partnership*, your orator, after the expiration of the said *partnership*, had several *further dealings* with the said Joseph Williams, for several sorts of *goods, wares, and merchandises*. But your orator at length finding that the said Joseph Williams began to *shuffle with him*, became very uneasy, and desired the said Joseph Williams to come to a *fair account* with your orator, touching and concerning the said *partnership*, which the said Joseph Williams refused to do, though often requested thereunto by your orator, in a very friendly manner: And the said Joseph Williams, instead of *accounting fairly* with your orator as aforesaid, brought an action at law against your orator for 100*l.* pretended to be due to him from your orator; and by reason of your orator's suffering himself to lie in prison, on account of the said *partnership*, the said Joseph Williams declared against your orator on the said action, and brought on the same to a trial at the Common-Pleas bar at Westminster in the last term, when by the neglect of your orator's attorney, in not subpoenaing your orator's witnesses, in order to enable your orator to make a proper defence on the said trial, the said Joseph Williams obtained a verdict against your orator for 50*l.* or some such large sum of money. And the said Joseph Williams now threatens that he will speedily take out an execution against your orator, and levy the said sum on your orator's *stock and goods*, and that he will also bring several other actions at law against your orator. And although your orator did soon after the said verdict apply himself to the said Joseph Williams, to adjust and amicably settle all accounts with your orator, and that he hath since been often requested thereunto by your orator's *friends and agents* in a very friendly manner, yet he still refuses so to do; and sometimes the said Joseph Williams gives reports out in speeches, that your orator had *not any such skill and knowledge in or about the said dealings, as he pretended*, and that your orator never acquired to himself thereby, or otherwise, any sum of money whatsoever; whereas your orator expressly charges (as the truth is) that your orator understood the said *dealings and affairs* as well as any other man did; that thereby your orator acquired to himself the sums aforesaid; and that upon that account, the said Joseph

Williams apply'd himself to your orator to become his partner. And at other times the said Joseph Williams pretends that he never applied to your orator to become your orator's partner, but that your orator applied to him the said Jos. Williams for that purpose; whereas the said Joseph Williams did, as your orator charges, really apply himself to your orator on that account, several times and in several places, before your orator would admit him to be your orator's partner. And at other times the said Joseph Williams pretends and declares, that your orator was by the said agreement, to bear *two thirds of all the expences, costs and charges in providing necessaries*, and otherwise, in and about the said *partnership*, when there was not in reality any other agreement made between your orator and the said Joseph Williams, touching or concerning the said *partnership*, than what your orator hath herein before set forth. And the said Jos. Williams well knows in his conscience, that the same is true; notwithstanding he now reports, and gives out in speeches, the contrary thereof, well knowing that no witness was present at the time of your orator's making the said agreement with him. And the said Joseph Williams designing to defraud your orator of his right and title to one moiety of the profits of the said premises, doth therefore now deny the said agreement. And at other times the said Joseph Williams pretends, that when your orator and the said Joseph Williams dealt for any of the said commodities, that your orator had the disposal thereof, and kept all the money arising by the sale thereof, and that he the said Joseph Williams always paid the money which was paid for the said commodities so dealt for; whereas the said Joseph Williams (as your orator expressly charges) well knows the contrary thereof to be true, and that when your orator and the said Joseph Williams had dealt for many *horses, fowls, watches, canes*, or other things, your orator paid as much money for the same, as the said Joseph Williams. And your orator also charges that the said Joseph Williams, who had the possession and disposal thereof, received all the money arising thereby, and never accounted with your orator for the same, or paid your orator part or share thereof; which if he would now do, a considerable sum of money would remain due to your orator, after paying or allowing thereout all the money so recovered by the said verdict on the said action as aforesaid with the costs thereof. Therefore the said Joseph Williams ought not to vex your orator

orator with any such actions at law. And
 at other times the said Joseph Williams
 denies, that he ever brought any action at
 law against your orator, and that if he did,
 the same was brought to recover a *just* and
lawful debt; whereas in truth, the said ac-
 tion was so brought on the account afore-
 said, and on no other account whatsoever.
 All which practices and doings of the said
 Joseph Williams and others in confederacy
 with him, are contrary to *right, equity, and*
good conscience, and render your orator less
 able to pay the debts which he oweth to
 his Majesty, at the receipt of this honour-
 able Court. In tender consideration where-
 of, and for as much as your orator's wit-
 nesses, who could prove the truth of all
 and singular the said premises to be as here-
 in set forth, are *either dead, or gone beyond*
the seas into places remote and unknown to
 your orator, and for that your orator is re-
 mediless in the premises by the strict rules
 of the Common law, and relievable only
 in a Court of Equity before your Honours,
 where *just discoveries* are made, *frauds*
detected, and just accounts stated: To the
 end therefore, that the said Joseph Wil-
 liams, and the rest of the said confederates,
 may severally upon their respective corporal
 oaths, true, full, direct, and perfect answers
 make to all and singular the said premises, as
 fully as if the same were here again particu-
 larly repeated and interrogated; and more
 especially that the said Joseph Williams may
 set forth and discover whether your orator
 had not such *great skill and industry in the*
dealings, affairs, and business aforesaid, as
 herein before is mentioned; and whether
 your orator had not acquired to himself there-
 by, and otherwise, the said sums of money set
 forth or any other, and what sum or sums of
 money; and whether the said Joseph Wil-
 liams did not apply himself to your orator;
 to become your orator's partner herein, as
 before is set forth, or how otherwise; and
 whether such partnership was not enter'd
 into, and such agreement made as herein
 before are also set forth, or in why, and
 what other manner and form carried on;
 and whether the said agreement, or any
 other, and what agreement was made be-
 tween your orator and the said Joseph
 Williams, touching and concerning the
 said partnership, or any other, and what
 partnership. And that the said Joseph
 Williams may also set forth and discover
 what sort of commodities he usually dealt in
 with your orator, and in what manner, and

at what prices were the said commodities
 paid for, and by whom, and at what times
 and places; that he may likewise set forth
 and discover, how much money was really
 paid in all the said *dealings, affairs and*
business, during the said partnership, and
 who paid the same, or any, and what
 part thereof, towards carrying on the said
 partnership and joint dealings, and when,
 and where the same was paid, and what
 books, papers, writings, and memorandums,
 and accounts, were ever kept by, or be-
 tween your orator and the said Joseph Wil-
 liams, during the time they so continued
 partners together, and where the same
 are now, and in whose custody or keep-
 ing; and that he may set forth all the
 said books, papers, writings, memorandums,
 and accounts in *hæc verba*; and that the
 said Joseph Williams may further set forth
 and discover what *other dealings* he had
 with your orator since the said partnership
 determined, and wherein did the same
 consist, and when were the same so had.
 And that the said Joseph Williams may
 moreover set forth, whether he did not bring
 such action at law against your orator, as is
 herein before set forth, or any other, and
 what action; and when, and where, and
 why he so brought the same, and what pro-
 ceedings were had thereon, and whether
 such verdict was obtained therein as afore-
 said, or any other, and what verdict, and
 for what sum of money: And that the said
 Joseph Williams may, by the decree of
 this honourable Court, be compelled to come
 to a fair account with your orator concern-
 ing the said premises, and be ordered to
 pay to your orator, on stating the said ac-
 count, what shall appear to be *justly due*
 to your orator. And that your orator may
 be further, and otherwise relieved in all,
 and singular, the said premises, according
 to *equity and good conscience*, and the *nature*
and circumstances of his case; and that in
 the mean time the said Joseph Williams
 may, by the injunction of this honourable
 Court, be enjoined from proceeding any
 further at law against your orator, upon
 the said verdict so obtained as aforesaid,
 and also from proceeding at law against
 your orator, on any other of the said ac-
 tions, which the said Joseph Williams
 threaten'd to commence against your ora-
 tor.

And your orator shall ever pray, &c.

JONATHAN COLLINS,

IN THE EXCHEQUER.

3d OCTOBER, 1725.

Between JOHN EVERET, Plaintiff,

AND

JOSEPH WILLIAMS, Defendant.

BY BILL.

MIDDLESEX. Upon the motion of Mr. Serjeant Girdler, of counsel with the defendant, praying that the bill filed in this cause might be referred to John Harding, Esq. Deputy Remembrancer of this Court, for scandal and impertinence; and that he may examine into and report the same to this court with all convenient speed, which is this day ordered by the court accordingly.

29th NOVEMBER, 1725.

Upon the motion of Mr. Serjeant Girdler, of counsel with the defendant, praying that the report of John Harding, Esq. Deputy Remembrancer of this court, made in this cause the 24th of November instant, whereby the said bill is reported both scandalous and impertinent, might be confirmed; when, upon reading the said report, and on hearing Mr. Philip Ward and Mr. Welden of counsel with the plaintiff; and upon reading the said report and the plaintiff's bill, it is this day ordered by the court, that the said report shall be, and is hereby confirmed; and that it be referred back to the said Deputy Remembrancer to tax the defendant his full costs in this cause, and that a messenger or tipstaff of this court do forthwith go and attach the bodies of Mr. William White

and Mr. William Wrenthock, and bring them into court, to answer the contempt of this court.

6th DECEMBER, 1725.

Whereas by an order of this court, made the 29th day of November last, the Tipstaff was ordered to take into his custody and bring into this court William White and William Wrenthock, the plaintiff's solicitors in this cause—reflecting upon the honour and dignity of this court; and the said William White and William Wrenthock being now brought into court, this court, upon consideration had of the premises, doth fyne the said William White 50l. and the said William Wrenthock 50l. and commit them to the custody of the Warden of the Fleet until they pay the said fynes: and it is ordered by the court, that Jonathan Collins, Esq. whose hand-writing appears to be set to the said bill, do pay the defendant such costs as the Deputy shall tax, and the court declares the indignity to this court as satisfied by the said fynes, and the Deputy not to consider the scandal in the taxation.

John Everet, the plaintiff, was executed at Tyburn in 1730.

Joseph Williams, the defendant, at Maidstone in 1727.

William Wrenthock, one of the Solicitors, was in 1735 convicted of robbing Doctor Lancaster, but was reprieved and transported.

For the EUROPEAN MAGAZINE.

ALBION MILL.

[Illustrated by a View.]

WHEN we consider the great works by which civilized nations are distinguished from those which may be said to be still in the state of nature, we are surprized at the comparison, and can hardly persuade ourselves that the creature who has changed the face of nature by cultivation, and covered immense tracts with edifices where every convenience is united, is of the same species with the wandering savage, whose understanding seems scarcely sufficient to overmatch, by subtlety, the stronger and more ferocious animals he is surrounded with. The effects of persevering industry, wonderful as they are, would be insufficient to produce this difference, if the sagacity of contemplative individuals were not continually employed in calling forth the latent powers of nature, for the production of effects which far exceed those of mere animal strength. The winds and the waters have long been subservient to the direction of

man, in performing the laborious operation of triturating our principal food, corn, and various other heavy works, formerly effected by human strength: and the curious spirit of research of modern times has availed itself of a few of those powerful agents which are termed chemical. The invention of gunpowder has changed the art of war, and totally altered the system of attack and defence: an agent not less powerful, namely water in the form of steam, has been applied to purposes of a more peaceful and beneficial kind. That immense edifice, the Albion Mill, on the Surrey side of Blackfriars-bridge, of which we have given a Perspective View, calls our attention to the great changes it is probable this agent may hereafter produce in the appearance of the civilized world; and convinces us that our readers will thank us for a short view of the subject.

The first account we have of the application