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### Title

Accounts relating to various partnerships including Bright & Duncomb; Bright & Millward; Bright, Duncomb & Saunders; Bright, and Millward & Duncomb. (8 of 24)

### Date

1719

### Description

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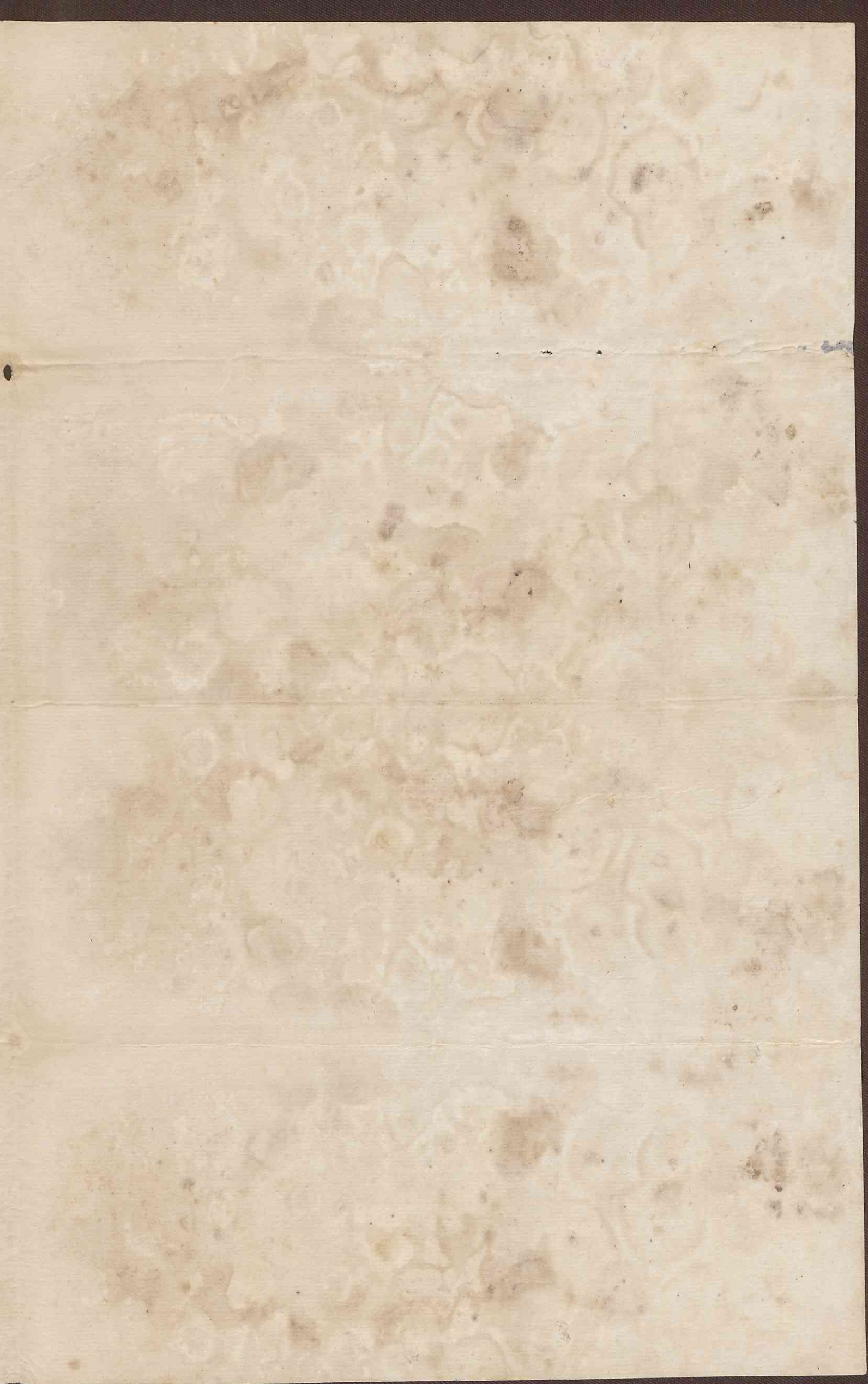
University of Melbourne Archives, Accounts relating to various partnerships including Bright & Duncomb; Bright & Millward; Bright, Duncomb & Saunders; Bright, and Millward & Duncomb. (8 of 24), 1980.0075.03947

Whereas Hugh Harris and Elizer his wife of the Parish of Broadby in the County  
of Pembroke by Indenture bearing date the eleventh day of April one thousand  
seven hundred and nineteen did convey several Lands and pieces of Lands in the  
City and Parish of Saint Davids and Town of St David's fields of East Griston otherwise  
East Garne in the County of Pembroke to David Williams and Francis Meyler both  
of the Town and County of Haverfordwest their Heirs and Executors upon Condition and  
in trust among other uses that they should raise and pay out of the said Estates to John  
Harris, Daniel Harris, Mary Harris, Lettice Harris and Elizabeth Harris Children  
of the said Hugh Harris and Elizer his wife the sum of Forty pounds each then the said  
Estates to revert to the heirs at Law of the said Hugh Harris for ever, and the said  
John Harris being Heir at Law to the said Hugh Harris and having at sundry  
times paid to the said Daniel Harris, Mary (who married William Ashton who died  
some time past) Lettice (who married George Morgan) and Elizabeth (who married  
David Lewis) the sum of Twenty pound each and they and each of them having  
given a Release to the said John Harris in full satisfaction of the said sums of  
Forty pounds due to each of them (that is to say) One Deed Indenture or Release  
bearing date December the twentieth one thousand seven hundred and fifty eight  
Executed by Daniel Harris and Mary Ashton his wife, One other Indenture or  
Release bearing date February the Third one thousand seven hundred and  
fifty five, Executed by George Morgan and Lettice his wife and also one deed  
or Release bearing date March the nineteenth ~~one~~ one thousand seven  
hundred and fifty four, Executed by David Lewis and Elizabeth his wife  
and the Heirs or Executors of the said David Williams and Francis Meyler  
having now delivered to me John Harris the before mentioned Deed  
Executed as aforesaid by Hugh Harris and Elizer his wife the receipt  
whereof I do hereby acknowledge.

Be it remembered that I John Harris Elth and Heir at Law of the said Hugh  
Harris do promise to produce when and where as often as may lawfully  
be called for the said Deed or Indentures as Executed by Hugh Harris and  
Elizer his wife, the Indenture or Release Executed as aforesaid by Daniel  
Harris and Mary Ashton, One Indenture or Release Executed as aforesaid  
by George Morgan and Lettice his wife and one other Indenture or Release  
Executed as aforesaid by David Lewis and Elizabeth his wife unto the proper  
representatives of the said David Williams and Francis Meyler or  
either of them and shall and will at any time when required unto them  
a proper and sufficient Release and will at all times and from time  
to time Indemnify and keep harmless the Representatives of the  
said ~~Williams~~ David Williams and Francis Meyler from all (real  
damages or expenses which they or each of them may be put to for  
or by Reason of the Delivering to me the first mentioned Deed or  
Indenture or any act of them relating thereto. As Witness my hand  
this fifth day of March one thousand seven hundred and fifty  
Witness John Williams

John Harris.





In Addition to the Dispute  
between Hugh Harris (Chapman)  
& Dr. Williams & Dr. Maydon

about a Dispute betwixt  
Hugh Harris & David Williams &  
Fra moylon Trustees to S<sup>d</sup> Harris  
1719

This Indenture made the sixteenth day of April in the fifth year of our  
Sovereign Lord George by the grace of God of Great Britain France & Ireland King of  
England and in the year of our Lord one thousand seven hundred and thirteen Between Hugh Harris  
of the Parish of Brandy in the County of Downbrooke Gent. & his wife of the one part and  
David Williams of the Town & County of Herefordshire Gent. and Francis Moxley of the same Town  
& County Gent. of the other part Witnesseth that whereas one fine for Cognizance & droit come & co  
he was bought this present great session by the said Hugh Harris & his wife into the said  
David Williams & Francis Moxley and their heirs or the heirs of one of them of & upon all  
that is the said Hugh Harris several messuages Towns & lands with the appurtenances  
situate lying & being in the City & Parish of St. David in the said County of Downbrooke now  
in the soc. Tenures Cuspat & possessions of John Morgan William Martin and Mary Louisa  
Widdow their undertenants or assigns and also all the messuages Towns & lands with the  
appurtenances situate lying & being in the Towns and fields of East Grinton alias Troffarn  
in the Parish of Brandy in the said County of Downbrooke now in the soc. Tenures possessions and occupa-  
tion of the said Hugh Harris his undertenants Farmers or assigns together with all the  
singular houses Out houses Messuages buildings barns Stables Gardens Orchards lands Meadows  
pastures feedings woods and woods ways waters water courses easements profits commons  
commodities advantages & appurtenances whatsoever unto the before mentioned several  
messuages Towns & lands belonging or in any wise appertaining and the reversion & rever-  
sions remainder & remainders rents Issues & Profits thereof and of every part & parcel  
thereof Now This Indenture further Witnesseth that it is declared & agreed by & between  
all & every of the said Parties to these presents that the said fine shall be & shall be taken  
taken & shall stand be charged of all & singular of the aforesaid messuages  
lands Towns & Premises in the said fine to be comprized to the use & intent & purposes  
Hereafter in these presents to be limited & declared & to be for no other use & intent or  
purpose whatsoever (yet is to say) as for touching & concerning all & singular of the before  
said first mentioned messuages Towns & lands mentioned to be situate lying & being  
in the City & Parish of St. David with the appurtenances & mentioned to be in the possession  
Tenure and Occupation of John Morgan William Martin & Mary Louisa to the use & behoof  
of the said Hugh Harris for & during the Term of his natural life with the inheritance of  
estate & from & after his decease to the use & behoof of the said Eliza wife of the said Hugh  
Harris for & during the Term of her natural life for her jointure and portion & full recom-  
pense of her Dowry and from and after her decease to the use & behoof of the said David Williams  
and Francis Moxley their Executors Administrators until such time as John Harris  
Grandson of the said Hugh Harris shall or may attain to the full age of one & twenty years  
upon this Special Trust & confidence notwithstanding that they the said David Williams and  
Francis Moxley their Executors and Administrators shall & will pay & apply the yearly  
rents Issues & Profits thereof equally between Daniel Harris Lottia Harris & Elizabeth Harris  
who are three of the children of the said Hugh Harris & the survivor of them & of the  
sum of twenty shillings with the said David Williams & Francis Moxley their Executors  
& Administrators are hereby directed to pay unto John Harris the Grandson of the said Hugh  
Harris towards his Education until he be one & twenty years of age to be paid at  
upon the first & Twentieth day of July yearly and from and after the determination of  
the said term to the use & behoof of the said David Williams and Francis Moxley and  
their heirs until such time as the said David Williams and Francis Moxley and their  
heirs shall or may with their lawful default receive out of the rents Issues & profits  
thereof the sum of one hundred pounds upon this Special Trust & confidence  
nevertheless that they the said David Williams and Francis Moxley and their heirs shall  
& will out of the said sum of one hundred pounds to be raised & levied by them or aforesaid  
pay unto each of the said children of the said Hugh Harris & Eliza his wife (viz) to  
John Harris Daniel Harris Mary Harris Lottia Harris & Elizabeth the sum of  
Twenty pounds apiece and afterwards to the use & behoof of the said John Harris  
Grandson of the said Hugh Harris and the heirs of his body lawfully begotten and  
for want of such issue to the use & behoof of the right heirs of the said Hugh Harris

Hugh Harries for ever and for touching & concerning all and singular y<sup>e</sup> before  
last mentioned messuages Tenements & lands w<sup>th</sup> y<sup>e</sup> appurtenances mentioned to be  
situate lying & being in y<sup>e</sup> Town and field of East Grinton alias Troffern in  
y<sup>e</sup> said Parish of Wharfedale County of Doncaster and mentioned to be in y<sup>e</sup> possession  
of y<sup>e</sup> said Hugh Harries his Under Tenants Farmers or Assignes To y<sup>e</sup> use & behoof of  
y<sup>e</sup> said Hugh Harries for & during y<sup>e</sup> Term of his natural life w<sup>th</sup> in p<sup>er</sup>son of  
w<sup>th</sup> and from and after his decease to y<sup>e</sup> use & behoof of y<sup>e</sup> said Eliza wife of y<sup>e</sup> said  
Hugh Harries for & during such time as she shall continue sole & unmarried and from  
and after such time as y<sup>e</sup> said Eliza shall dye or marry w<sup>th</sup> shall first happen  
then to y<sup>e</sup> use & behoof of y<sup>e</sup> said David Williams and Francis May be their Executors  
and Administrators until such time as John Harries Grandson of y<sup>e</sup> said Hugh Harries  
shall or may attain y<sup>e</sup> full age of one & Twenty years upon this special trust and  
Confidence nevertheless y<sup>e</sup> they y<sup>e</sup> said David Williams and Francis May be their  
Executors and Administrators shall and will pay and apply y<sup>e</sup> yearly rents Issues  
and profits thereof equally between Daniel Harries Lottie Harries and Elizabeth  
Harries who are three of y<sup>e</sup> younger Children of y<sup>e</sup> said Hugh Harries & y<sup>e</sup> survivor of  
them except y<sup>e</sup> sum of Twenty shillings w<sup>th</sup> y<sup>e</sup> said David Williams and Francis May be  
their Executors and Administrators are hereby directed to pay John Harries Grandson  
of y<sup>e</sup> said Hugh Harries towards his schooling until he be one and Twenty years  
of age to be paid at or upon y<sup>e</sup> first Twenty the day of July yearly and from and  
after y<sup>e</sup> determination of y<sup>e</sup> Estate then to y<sup>e</sup> use & behoof of y<sup>e</sup> said David Williams  
and Francis May be and their Heirs until such time as y<sup>e</sup> said David Williams and  
Francis May be and their Heirs shall or may w<sup>th</sup> their wilful default receive out  
of y<sup>e</sup> rents Issues & profits thereof y<sup>e</sup> sum of one Hundred Pounds ~~whereof~~  
~~one hundred pounds~~ upon this special trust & confidence nevertheless  
y<sup>e</sup> they y<sup>e</sup> said David Williams and Francis May be and their Heirs shall and  
will out of y<sup>e</sup> said sum of one Hundred Pounds to be raised & levied by them as afore  
said pay unto each of y<sup>e</sup> said five Children of y<sup>e</sup> said Hugh Harries & Eliza his  
wife (viz.) to John Harries Daniel Harries Mary Harries Lottie Harries and  
Elizabeth Harries y<sup>e</sup> sum of Twenty Pounds & p<sup>er</sup> cent and afterwards to y<sup>e</sup> use & behoof  
of y<sup>e</sup> said John Harries Grandson of y<sup>e</sup> said Hugh Harries and y<sup>e</sup> Heirs  
of his body lawfully begotten & for want of such Issue to y<sup>e</sup> use & behoof  
of y<sup>e</sup> right Heirs of y<sup>e</sup> said Hugh Harries for ever In witness whereof y<sup>e</sup>  
Parties to these presents have hereunto set their hands and seals y<sup>e</sup> day & year  
first above written.

Hugh Harries

Eliza Harries

Sealed & delivered  
under y<sup>e</sup> Legal Stamp  
in y<sup>e</sup> presence of  
Ed Maylor  
Mary Maylor  
William Maylor

These being by Hugh Harries & Maria his wife to David Williams & Francis Maylor & their Heirs  
Good of us & Counted by Hugh & Maria April 16. 1711. conveyed to Wm & Maylor of the Parish of St. David  
St. David's, & all the Inhabitant of Trofarn in County of Denbigh to remain to Hugh Harries  
for his natural life & after his decease to Maria his wife during her natural life & after her  
decease to John Harries Grandson of said Hugh & Maria & his heirs lawfully begotten & for  
want of such heirs to the Heirs of said Hugh Harries for ever. Upon Trust & confidence that  
Wm & Maylor shall raise & pay after the decease of Maria aforesaid of Sum of Twenty Pounds  
each to John Harries, Daniel Harries, Mary Harries, Leticia Harries & Elizabeth Harries out  
of the Estate in St. David's of the like Sum of Twenty Pounds each out of the Estate in Trofarn.

Hugh Harries Dyed some years ago, & also John Harries of Grandson  
some time before one & Twenty years of age. Maria is still living.

John Harries Son of said Hugh & now Heir at Law, & also a Legatee as  
aforesaid, has lately applied to Wm & Maylor for the delivery of the said Debt. It  
seems he has some years ago compromised matters with the remaining Legatees by making  
prompt payment of one hundred Pounds during the said Maria's life, has got a discharge from  
them indemnifying him for the non payment of the other hundred Pounds. but

It is proper for Wm & Maylor to deliver up the said Debt to John Harries of Heir at Law during  
the life of Maria widow of Hugh; not withstanding any compromise among the legatees.

Q. - Supposing Maria dead, may they deliver up without receiving the said sum of 200?

Q. - If John Harries of Heir at Law did give Wm & Maylor a Discharge at present  
on delivering up to him the said Debt, is it sufficient with a discharge from under the  
Legatee hands for whose benefit it is made, or will some bond of indemnification  
be sufficient?

Q. - If any suit or expense arise may not the Estate be liable to defray the same?  
upon the whole, what you direct to be done, pursuant to this Copy, in this case.