

## Case

W. Playfair Author of Family Antiquity a Book Published by Subscription which he had Planned so far back as the year 1795. began the Publication in 1808 selling one Moitie to one Thomas Reynolds on Condition of his Furnishing the Money necessary to Carry on the Work

At the same time that the work was undertaken thus divided into 2. Equal Parts Reynolds wrote & delivered to Playfair a Memorandum of which the following is a Copy

"To M<sup>r</sup>. W<sup>m</sup>. Playfair"

"As it will be making sure of Family Antiquity with the  
"Public to get the King and Royal Family thereby agree that  
"the Subscription of His Majesty and any others of the Family  
"that you may obtain shall be entirely for your own  
"benefit instead of being like other Subscriptions for mutual  
"advantage"

"King Street 15<sup>th</sup> March 1808" (Signed)

Thos. Reynolds"

By the above agreement or Memorandum Playfair never was Partner with Reynolds in Regard to any Books delivered to the Royal Family in consequence of their Subscription - Their Majestys His Royal Highness The Prince of Wales & several others of the Royal Family Honour'd Playfair with their Patronage in his own Name & the Books were delivered.

Reynolds being unable to fulfill his agreement in paying the Money Playfair in order to prevent a work

so Slightly Patronised & to which his Name only was affixed was obliged to sell the other Half to one Harvey Grace but as he never was Partner with Reynolds for the Royal Family's Copies no mention was made of them in that Deed nor in the Release given by Playfair.

Reynolds & Grace became Bankrupts after the work was Published & the Assignees now put in a Claim for the Money due by the Royal Family tho' they can have no Right where the Bankrupts themselves never had any More Especially as it was through the Failure of Reynolds in his agreement that Playfair was Compelled to sell the 2<sup>d</sup> Moitie.

To these Circumstances is to be added that the last agreement with Reynolds & Grace has never been fully executed on their Part all the Money that was Bargained to be paid not having been Paid wherefore Playfair contends.

- 1<sup>st</sup> That Reynolds never had himself a Right to Half or any Part of the Money from the Royal Family even if he had fulfilled his agreement
- 2<sup>d</sup> That Grace could much less have a Right when the Bargain was founded on the Inability of Reynolds & Particularly as the Bargain with Grace only was for the Half not before Ceded to Reynolds
- 3<sup>d</sup> So Completely was the Royal Family's Patronage out of the Question that it never was even mentioned in the Writings which had all of them a Relation to the 2<sup>d</sup> Half of the Property.

4<sup>th</sup> That at all events the Assignees cannot be in a better State than the Bankrupts Particularly as they did not fulfill their agreement with Playfair.

5<sup>th</sup> That the Alienation of the Property being in every respect occasioned by failure first on the Part of Reynolds in keeping his agreement & secondly on a discovery that Grace was a Man of little Property whereas he had Represented himself to be Very Wealthy & that the Agreement and Consideration for which Playfair Ceded the Property is not Paid it would be the greatest of all Hardships to keep from Playfair the Only Money coming from that Publication that will in any Manner Remunerate him for his Labour & that same Money to go to the Assignees of Men who have got the Property owing to their allways failing in their Engagements to Playfair.

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copy

Case

William Playfair

1812

*[Faint, illegible handwriting in cursive script, likely bleed-through from the reverse side of the page.]*

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Sir

I waited on you by the desire of Mr  
Playfair to request the favor of <sup>you</sup> procuring an immediate  
decision on the question  
as to his claim on the Prince Regent for Family  
Antiquity as by the want of which he is prevented  
from obtaining several sums due from other persons  
which in his present case of Confinement in a  
prison besides having a Distress for Rent in his  
House bear extremely hard upon him and therefore  
most earnestly solicits some immediate Assistance  
may be given him - Colonel Mr. Mahon did Mr. P.  
the honor of calling on him at the Fleet & promised  
to let him have £50 on account which sum if it  
could be obtained by Monday would extricate him  
from his present distressing Difficulties -

The favor of your <sup>write</sup> <sup>answer</sup> will greatly  
oblige both Mr. Playfair and me  
Your most Obedt  
Dugby

October 3<sup>d</sup>, 1812

3? Oct. 1812  
Mr. Pugh & Mr. Hunt

== Hunt & Pugh