

Bedford Estates.

1824 June 24 Articles of Agreement
between His Grace The Duke of Bedford
of the one part and Thomas Cubitt of Gray
Inn Road, Builder of the other part

Whereby the said Duke for himself he did
agree that so soon as the Messuages or Tenements
Stables & thereon Covenanted to be erected and built
should be so erected built and Covered in and all the
necessary Timbers put or placed therein, the Areas formed
and the Garden or boundary Walls erected, to be Certified
as therein mentioned, he the said Duke would
at the Costs of the said T.C. grant or Cause to be
granted unto him his Exors, Admors or Assigns,

Indentures of Lease of

✓ 273..6
81..6.
11 Houses. — All that piece or parcel of Ground situated in
the parish of Saint Pancras in the County of
Middx, on the West side of Tavistock Square
delineated on the plan hereto annexed and
therein marked A

✓ 210..0
100..0
9 Houses. — And also all that piece or parcel of Ground
situate on the North side of Tavistock Square
delineated on said plan (and marked B

423..0
80..6
17 Houses. — And also all that piece or parcel of Ground
on the East side of an intended new Square
delineated in the said plan, and marked C

8

179.0
100.0
7 Houses.

And also all that piece or parcel of Ground situate on the North side of the said intended new Square and delineated in the said plan and thereon marked D.

488.7
80.0
20 Houses.

And also all that piece or parcel of Ground situate on the West side of the said intended new Square, and delineated in the said plan and thereon marked E.

12 Houses.

And also all that piece or parcel of Ground situate on the South side of said intended new Square (and delineated in the said plan) and thereon marked F.

And also all that piece or parcel of Ground situate on the South side of said intended new Square and delineated in the said plan, and thereon marked G.

4 Houses.

And also all that piece or parcel of Ground situate in an intended new Street to be called Byng Street, and delineated on the said plan and thereon marked H.

135.0
105.0
6 Houses.

And also all that piece or parcel of Ground situate and being on the West side of Wolven plan, and delineated in the said plan and thereon marked I.

133.0
105.0
6 Houses.

And also all that piece or parcel of Ground situate and being on the East side of an intended new Street to be called Oudleigh Street, and delineated on the said plan and thereon marked K.

158. 6
80. 0
4 Houses.

And also all that piece or parcel of Ground ⁹ situated on the West side of the said intended new Street to be called Endsleigh Street, and delineated on the said plan (and thereon marked L.)

160. 0
100. 0
4 Houses.

And also all that piece or parcel of Ground situated on the North side of an intended new Street or place to be called "Gordon place." and delineated on the said plan, and thereon marked M.

202. 0
80. 0
9 Houses.

And also all that piece or parcel of Ground situated on the ^{W. of East} North side of an intended new Street to be called Georgiana Street (and delineated on the said plan, and thereon marked N.)

242. 0
11 Houses.

And also all that piece or parcel of Ground situated on the West side of said last mentioned new Street called Georgiana Street, and delineated on the said plan, and thereon marked O.

277. 0
12 Houses.

And also all that piece or parcel of Ground situated on the East side of another intended new Street to be called Wriothley Street and delineated on the said plan and thereon marked P.

17 Houses.

And also all that piece or parcel of Ground situated on the West side of said intended new Street, to be called Wriothley Street and delineated on the said plan and thereon marked Q.

70. 0
80. 0
3 Houses.

And also all that piece or parcel of Ground situated on the North side of an intended new Street intended to form part of Torrington Square, and delineated on the said plan and thereon marked R.

And the said Thomas Aubitt did also
 Covenant to build the following number of Houses
 within the periods hereafter recited. —

Before Midsummer day 1825. —	8 Houses
" " " " 1826. —	15
" " " " 1827. —	20
" " " " 1828. —	35
" " " " 1829. —	43
" " " " 1830. —	46.

And " " " " 1831. — to Complete
 and finish the whole fit for habitation. —

And on or before Midsummer day 1828 to
 build and Cover in 16 Coach Houses & Stables.
 and before Lady day 1831. to Complete and finish
 the whole of the Coachhouses and Stables. —

1828. August 6th By Contract of this date made between the aforesaid Duke of Bedford and Thomas Cubitt, it was recited that in pursuance of the aforesaid Agreement Sundry leases had been granted by the said Duke to the said Thomas Cubitt or his Nominees at Rents amounting in the whole to the sum of £950. 2..0 - and reciting that in pursuance of the power reserved to the said Duke by the former Abstract, Certain alterations had been agreed to be made in the frontages heretofore agreed to be demised - and further reciting that Certain increases and abatements of the Rents heretofore agreed upon to be paid for the said pieces or parcels of land - (and reciting that certain works* should be done and performed by the said ~~Duke~~ Thomas Cubitt for the said Duke, the amount of which had been settled and agreed at the sum of £5502..8..2. but which said sum of £5502..8..2 should not be paid by the said Duke to the said Thomas Cubitt, but should carry Interest at 5% per annum, and be computed and taken in extension of the Peppercorn Ground Rent heretofore agreed on between the said Duke and said Thomas Cubitt, which said extension had been agreed should be for the Term of 2³/₄ Years - making the peppercorn Rent on all future Leases 9³/₄ years.

* To be completed by Aug - 1828.

Wm 10/24
9 3/4

do - 1834

Amount of Rents reserved by the Contract of 1824 £ 3585.0.0

Add Increase to lots J K L M N. at the north end of the Estate (these letters refer to the plan to be annexed to the Contract of 1828. 102.0 @ 15/- 76.10.0

Add also increase on lot B. Gordon Mews 72.0 @ 5/- 19.16.0

Add also new lot on North side of Francis Street (Site of Stables surrendered by W. Treadwell and W. Cubitt) same Rent as the Stables. 9.0.0

Add also for the Seventh House, on the west side, Upper Woburn place not included in the former Contract, at 15/- off foot, the price agreed upon for it. 16.10.0

121.16.0

Deduct from the above the Rent reserved by the lease of the 7th House, west side of Upper Woburn place - Note. the Rent reserved by the lease was at Mr. C's request greater than the Rent agreed upon for it and Mr. Cubitt was to be allowed for it in apportioning the other Rents. 28.0.0

93.16.0
£ 3678.16.0

Deduct taken from Gordon Square - 122.6 @ 20/- 122.10.0

Deduct also taken from R and S. (these letters refer to plan in former Contract) North side of Torrington Square - 92.0 @ 15/- 69.0.0

Deduct also taken from X and Y. (Plan in former Contract) 21.6 @ 5/- 5.18.3

197.8.3

Rents reserved on Leases already granted under the Contract of 1824 } 950.2.0

Vide Statement on Page 16

£ 2531.5.9

Rent for piece of Ground in Kippes Mews (North) - 34.6 @ 5/- 9.9.9

3490.16.0

16
 Schedule of the Leases granted by the Duke of Bedford to Thomas Cubitt, or his Nominees under the Contract of June 24. 1824; the Rents reserved thereby being £950. 2. 0 p^{ann} and so Calculated upon in the preceding Statement

Tavistock Square West.	3 Houses	Mr. Frampton	60.0.0	} 277.0.0
	2 "	Mr. Cranage	60.0.0	
	1 "	Mr. Gooden	30.0.0	
	5 "	Mr. Anstey	<u>127.0.0</u>	
				277.0.0
Q. North.	7 Houses	Mr. Anstey	160.10.0	} 220.10.0
	2 "		<u>60.0.0</u>	
				220.10.0
Upper Dobson place.	1 House.	Mr. Clark	27.10.0	} 167.0.0
	1 "	Mr. Nisbet	27.10.0	
	1 "	Mr. Russell	28.0.0	
	1 "	Mr. Cooper	28.0.0	
	1 "	Mr. Bonfield	28.0.0	
	1 "	Mr. Paterson	<u>28.0.0</u>	
				167.0.0
Gordon place.	7 Houses	Mr. Humphreys	210.0.0	} 270.0.0
Francis Street	6 Houses		60.0.0	
Torrington Mews		Mr. Frampton	6.12.0	} 9.0.0
Keppel Mews North.	1 Stable	Mr. Groom	2.0.0	
				<u>£950.2.0</u>

Specification of works, as referred to on page 13. 17
to be done for His Grace The Duke of Bedford in forming
the Continuation of Upper Montague Street agreeable to
the subjoined plan and for building a line of
Vaults, Sewer &c along each side of the same.
and in forming foot and Carriage ways, erecting a
fence, making a Well and pump and altering and
Cementing flank Wall &c - &c

To build Vaults on each side of the intended
Continuation of the said Street of the dimensions
shewn in the annexed plan and Section and in
number &c as follows - viz The Vaults for 36
Houses each of 21 feet frontage and for 6 Houses
of 23 feet frontage (3 Vaults to each house)
making together a length of 894 feet £ 1,758. 12. 0

To erect a fence round the top of the above
Vaults and in front of the intended Chapel
Six feet high of inch Boarding with Fir
posts and Spurs 4x4 and Rails 5x3
for the further Sum of 252. 10. 0
forward £ 2011. 2. 0

To make and Complete a length of
 Second Rate Sewer on each side of the
 Continuation of the said Street and to
 unite with the present Sewer in Gordon
 Square, making together a total length
 of 1229. ^{ft} as shewn by the plan and
 to fill in and level the Ground after the
 Completion of the same for the Sum of

922. 0. 0

To enclose a Space of Ground as shewn on
 the plan for the purpose of making the
 Garden of said intended Square with
 Cast Iron Railing and Curb or Brick
 footings, and similar to Gordon Square
 and make a foot way round the same
 laid with Yorkshire paving 2 feet wide
 enclosed with Granite Curb Complete

To provide and fix two Gates in the said
 Railing for admission to the Garden, and
 paint all the Iron Work Attornies in oil
 and form and lay out the Garden of the
 said intended Square with plants, privet
 Hedges and Gravel Walks.

2299. 6.

To provide a pump, fix same, and sink
 a well in the Garden.

20. 0.

To Cut down the Chimney Breast on the
 flank wall at the North end of Upper
 Montague Street, make good and Cement
 the face thereof and build a dry Area at the
 bottom - To fill in the Ground, and form and
 plant an Area on the North side of such
 Wall, and enclose the same with Iron
 Railing, the same as Gordon Square.

200. 0.

Add for Risk of Foundation to Curb of
 the intended Square.

50. 0.

£ 5502. 0. 0

Mr. Thomas Lubitt's agreements with The Duke of Bedford as to building Houses in Tavistock Square, Gordon Square, Upper Woburn Place, Endsleigh Street, Gordon Place, Gordon Street, Torrington Place, Byng Street, Boward College, and Taviton Street, and in Torrington Place, ^{Mews} Keppel Mews, North and Torrington Mews which agreements bear date respectively the 24th June 1824 & 6th August 1828.

I the above named Thomas Lubitt and I Christopher Haedy Steward to The Duke of Bedford (on His Grace's behalf) declare that leases of parts of the Ground agreed to be leased by the above agreements (with the buildings thereon) have been granted at rents amounting together to Two thousand and fifty nine pounds and four shillings, as set forth in the annexed paper marked "Statement No. 1" and entitled "Number of feet leased & amount of rents reserved" and that the two sums of £16. 9 and £18. 15. also mentioned in that paper are to be treated as additions to the said £2059. 4 by which it is raised to £2094. 8 - being £41. 19. 5 more than the rents per foot for the said Ground would have amounted to according to the above mentioned agreements which £41. 19. 5 is therefore to be deducted from the Ground rents remaining to be created - And we declare that the parts of the Ground agreed to be leased by the said agreements which remain to be built upon and to be leased pursuant to the above mentioned agreements are as stated in the annexed paper marked "Statement No. 2" and entitled "Remaining unleased Ground Bedford Estate and amount of rents to be reserved for it". And that the rents remaining to be reserved under the above.

23rd July 1852. - It was agreed that the Peppercorn to be reserved in leases remaining to be granted (except the Church in Gordon Sq.) should be 5 years from Midsummer 1852. & the term of years to be commenced from Midsummer 1852.

21st April 1857. It was further agreed that the term of years should be further extended to 99 years from Midsummer 1857.

and in particular for the omission of the site of the Church in Gordon Street and of a lobby in Byng Street and of the Entrance to the Vestry in Gordon Street and about 240 feet of Mews behind the Houses to be built on the West side of Gordon Square and adding the sites of them to the Gardens of those Houses and for the Relinquishment by the said Duke of Grounds rent in respect of a lobby in Byng Street and of the Entrance to the Vestry Rooms in Gordon Street and for the deduction of the above mentioned £41. 19. 5 and to amount to the sum of £1108. 2. 4. And I the said Christopher Haedy hereby declare that the Peppercorn in the leases to be granted of the said Ground remaining to be leased is to be extended to Midsummer 1852 provided and condition that the said Thomas Cubitt before Michaelmas day 1848 ^{shall} erect and complete the three Houses remaining to be erected on the North side of Gordon Square in a manner similar to the Houses already erected on the North side of Gordon Square and shall erect and complete the Houses building and remaining to be built on the East side of Gordon Street in a manner similar to the Houses already erected and completed on the East side of Gordon Street - Dated this 21st day of July 1847.

(signed) Tho^s. Cubitt
" Christ^r. Haedy -

Statement No. 2.

Remaining unleased Ground Bedford Estate and amount
of rents to be reserved for it.

<u>In Squares</u>		ft	in		
	East side	244	0		
Gordon Square	North side	77	3		
do	West side	471	0		
		<u>792</u>	<u>3</u>	at 20%	792 5
 <u>In Streets.</u>					
	East side	140	0		
Gordon Street	West side	253	3		
Laviton Street		<u>393</u>	<u>3</u>	at 15%	294 17 3
 <u>In Mews.</u>					
		95	0		
Mews near of Bowards College		134	6		
Keppel Mews North		<u>229</u>	<u>6</u>	at 5%	62 19 6
					<u>1150 19</u>
To be deducted because over-reserved by Leases granted or relinquished See Statement No. 1					41 19 5
Amount of Ground rents remaining to be reserved					<u>1,108 24</u>

11
X