

Dated 29<sup>th</sup> September 1823.

The Right Honble  
George Lord Bathurst

to  
Mr. Thomas Lubatt.

Attested Copy,

Agreement for letting three  
pieces of Land on the East side  
of Grays Inn Lane in the Parish  
of St. Pancras in the County of  
Middlesex for building upon.

Commencing 29<sup>th</sup> Sept. 1823.

Term of Years 99.

Expires 29<sup>th</sup> Sept. 1922.

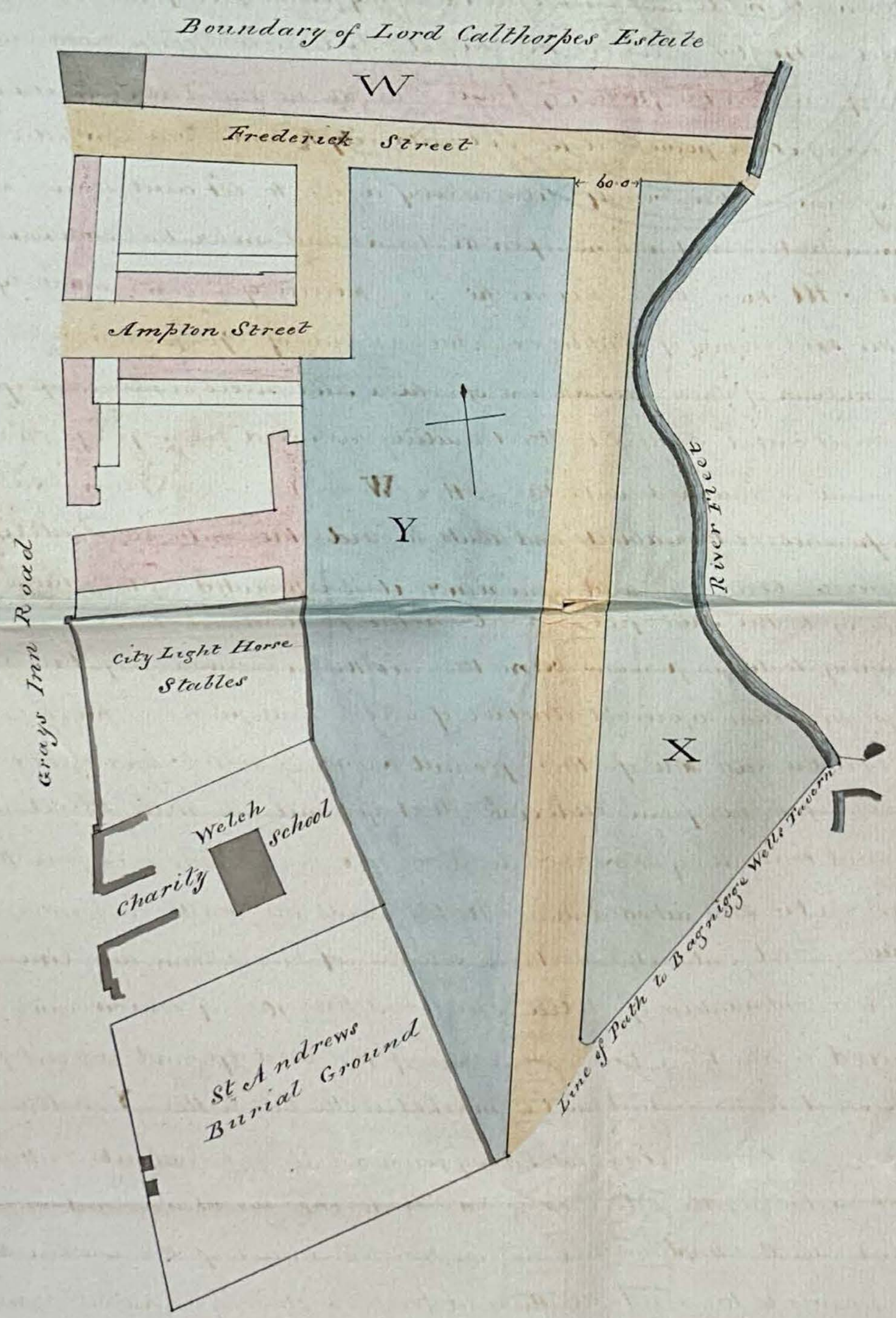
Clear Yearly Rent from  
the 29<sup>th</sup> day of Sept. 1823.  
£540.

2532

**Articles of Agreement** indented made and  
concluded the twenty ninth day of September one thousand eight hundred and twenty  
three Between **The Right Honorable George Lord Callthorpe** of the one  
part and **Thomas Cubitt** of Groups Inn Road in the County of Middlesex builder of  
the other part. -

**The** said George Lord Callthorpe in consideration of the Agreements hereinafter contained on the part of the  
said Thomas Cubitt and in pursuance of the power or authority for that purpose limited or reserved to him in  
and by an Act of Parliament made and passed in the Fifty fourth year of the reign of His late Majesty King  
George the third entitled "An Act to enable the Right Honorable George Lord Callthorpe and others to  
grant building leases of land in the parish of Saint Pancras in the County of Middlesex" and by force and  
virtue thereof and of every other power right and authority to him given limited or reserved in him vested  
or in any wise enabling him in this behalf doth hereby agree to let and demise unto the said Thomas  
Cubitt his executors administrators and assigns upon the terms and under the conditions and for the purposes  
hereinafter mentioned **All** those three several pieces or parcels of ground situate lying and being in the parish  
of Saint Pancras in the said County of Middlesex on the east side of Groups Inn Road and respectively delineated  
in the plan drawn in the margin of these presents one of which said pieces or parcels of ground is situate on the north  
side of a certain new Street called Frederick Street leading eastward from Groups Inn Road aforesaid to  
Bagnigge Wells Road and is marked with the Letter **W** on the said plan and contains by admeasurement  
three roods and eighteen perches or thereabouts and abuts towards the south on Frederick Street aforesaid towards  
the east on Bagnigge Wells Road aforesaid from which it is separated by the River Fleet towards the west  
on other ground belonging to the said George Lord Callthorpe demised to Taylor and towards  
the north on land belonging to divers persons being the northern boundary of the Estate of the said George  
Lord Callthorpe in Groups Inn Lane aforesaid Another of which said pieces or parcels of ground hereby agreed  
to be demised is situate on the east side of other ground belonging to the said George Lord Callthorpe set out for  
and intended as a new Street to lead from Frederick Street aforesaid into Wells Street and is marked with the Letter  
**X** on the said plan and contains by admeasurement one acre three roods and four perches or thereabouts  
abutting towards the west on the said intended new Street towards the north on Frederick Street aforesaid towards  
the east on the said River Fleet and on the southern side thereof on a certain new line of Road leading to Bagnigge  
Wells Tavern intended as a continuation of Wells Street and the other of which said pieces or parcels of ground  
hereby agreed to be demised is situate on the western side of the said ground set out for the said new Street  
leading from Frederick Street to Wells Street and is marked with the Letter **Y** on the said plan and contains  
by admeasurement three acres three roods and twenty four perches or thereabouts abutting towards the east on the  
said intended new Street on the north side thereof on Frederick Street aforesaid on part of the west side thereof  
upon a certain new Street called Ampton Street and on the remainder of the western side thereof running in an  
indirect line narrowing towards the south abutting in part on other ground belonging to the said Thomas  
Cubitt and to the City Light Horse Volunteers and in other part on the Welsh Charity School and Saint Andrews  
burial ground To hold the said three several pieces or parcels of ground and the messuages Dwellinghouses or  
Tenements erections and Buildings intended to be erected and built thereon as hereinafter mentioned with their  
and every of their appurtenances unto the said Thomas Cubitt his executors administrators and assigns or such other  
person or persons as he or they shall for that purpose nominate and his her or their executors administrators and

St Andrew's Church



applies from the twenty fifth day of September  
and until the full term and end of twenty six

Remaining twenty four years of the said term  
forty pounds of lawful English money but in  
that one shall be granted of the said piece  
yearly out of five hundred and forty pounds at  
quarterly payments on the twenty fifth day of  
of September and the twenty fifth day of March  
any deduction whatsoever being made thereof in  
lawes rates charges assessments or impositions for  
respect of the said piece or parcels of ground and  
the said 1 of five hundred and forty pounds

assigns from the twenty ninth day of September one thousand eight hundred and twenty three for and during and until the full term and end of thirty nine years thence next ensuing and fully to be complete and ended at and under the yearly rent of a pepper corn for the first five years of the said term and for the remaining thirty four years of the said term at and under the yearly rent or sum of Five hundred and forty pounds of lawful English money But subject nevertheless to such apportionment thereof in case more than one lease shall be granted of the said pieces or parcels of ground as is hereinafter mentioned the said yearly rent of Five hundred and forty pounds when the same shall become payable to be paid by equal quarterly payments on the twenty fifth day of March the twenty fourth day of June the twenty ninth day of September and the twenty fifth day of December in every year free and clear of and from and without any deduction whatsoever being made thereout in respect of future land tax (if any) sewers rates or any other taxes rates charges assessments or impositions parliamentary parochial or otherwise howsoever upon or in respect of the said pieces or parcels of ground and premises or of the said rent the first quarterly payment of the said rent of Five hundred and forty pounds to become due and be made on the twenty fifth day of December which will be in the year one thousand eight hundred and twenty eight And in consideration of the premises the said Thomas Cubitt for himself his heirs executors and administrators doth hereby agree with the said George Lord Calthorpe and his assigns and to and with the person or persons for the time being entitled to the said pieces or parcels of ground hereby agreed to be demised subject to the agreement hereinbefore contained or to any lease or leases which shall be made in pursuance hereof in manner following (that is to say) That he the said Thomas Cubitt his executors or administrators shall and will at his or their own proper costs and charges within the first seven years of the term hereby agreed to be granted under the inspection and direction and to the satisfaction of the Architect or Surveyor for the time being of the said George Lord Calthorpe or his assigns or other the person or persons for the time being entitled as aforesaid fill up in a solid and permanent manner the whole of the hollow parts of the said three several pieces or parcels of ground hereby agreed to be demised and of the said new Streets which lead through or adjoin the same pieces or parcels of ground respectively and bring the whole surface of the said pieces or parcels of ground and Streets respectively to the levels which shall be required by the said Architect or Surveyor for the time being as aforesaid and such filling up and levelling shall be done with road or Street dirt or with brick and lime rubbish of buildings properly spread from time to time so that the whole may duly settle and become firm and solid as aforesaid and no soil from or the contents of privies or drains vegetable remains or other unfit materials shall be used in filling up or levelling the said pieces or parcels of ground or the Streets aforesaid on any pretence whatsoever And also that he the said Thomas Cubitt his executors administrators or assigns shall and will within the said first seven years of the said term hereby agreed to be granted at his or their like costs and charges under the inspection and to the approbation of the said Architect or Surveyor for the time being build and construct proper and sufficient brick sewers under and along Frederick Street and the said intended new Street leading from Frederick Street to Wells Street and all other sewers and drains which may be requisite in any other part of the said three several pieces or parcels of ground hereby agreed to be demised and also contribute one half of the expence that may be incurred in forming a sewer along that part of Wells Street which adjoins the said ground hereby agreed to be demised And also shall and will within the said first seven years of the said term hereby agreed to be granted at his or their like costs and charges and to such approbation as aforesaid imbank and fence the said pieces or parcels of ground hereby agreed to be demised marked respectively **W** and **X** where the same

are bounded by the said River Fleet with a proper and substantial embankment or wall of such description and of such height and thickness as may be required or approved of by the said Architect or Surveyor for the time being so as to prevent any inundation of the said River Fleet And also shall and will at his or their like costs and charges within the said seven years fix and construct at the eastern end of Frederick Street where the same will communicate with the Bagnigge Wells Road a strong and handsome wooden or cast iron Gate across the said Street and build up and construct a proper and commodious Lodge in which some fit person may reside as Gatekeeper and provide such person accordingly And also pay a sufficient Salary to such person until some arrangement shall be made for the permanent management of the same Gate and Lodge which are intended for the use and protection of the said Estate of the said George Lord Caithorpe in Gray's Inn Lane And also that he the said Thomas Cubitt his executors administrators or assigns shall and will within the time aforesaid at his or their like costs and charges lay out form and pave with proper materials and on proper levels to be fixed or approved of by the Architect or Surveyor for the time being of the said George Lord Caithorpe or his assigns or other the person or persons for the time being entitled as aforesaid the said Street called Frederick Street the said intended New Street to lead from Frederick Street to Wells Street and also one half extending to the centre of that part of Wells Street which adjoins the Ground hereby agreed to be demised And also (unless the Assignee or assigns of Charles Herries Esquire now deceased formerly Colonel of the Light Horse Volunteers of London and Westminster acting for and on behalf of the whole of that Corps shall duly signify that they do not require or desire the same) in like manner form and pave a new Street or Road of the width of thirty feet to lead from the Great Gate on the east side of the Station or ground of the said Light Horse Volunteers across the said piece or parcel of Ground hereby agreed to be demised marked Y to the said intended New Street leading from Frederick Street to Wells Street with proper foot paths on each side of such respective Streets except Wells Street and on the west side of that Street under the inspection and to the approbation of the said Architect or Surveyor for the time being And also that he the said Thomas Cubitt his executors administrators or assigns shall and will at his or their own costs and charges within the space of seven years to be computed from the date of this Agreement according to plans elevations and specifications to be settled and approved of by the Architect or Surveyor for the time being of the said George Lord Caithorpe or his assigns or such other person or persons for the time being entitled as aforesaid with sound good and proper new materials of the best description and agreeably to the dimensions and quality set forth in such specifications and in a substantial and workmanlike manner on such part or parts of the said three several pieces or parcels of Ground hereby agreed to be demised or some or one of them as may be arranged and agreed upon between and by the said Architect or Surveyor for the time being and the said Thomas Cubitt his executors or administrators erect and build Messuages Dwellinghouses or other Buildings for the purposes of Trade or otherwise (except such Trades as hereinafter prohibited) of the full value in the whole of Twenty thousand pounds at the least And also shall and will within the space of fourteen years to be computed from the date of this Agreement subject to such approval as aforesaid and in the like manner in every respect erect and build upon such other part or parts of the said three several pieces or parcels of Ground or some or one of them as may be arranged and agreed upon as aforesaid other Messuages Dwellinghouses or Buildings for the purposes of Trade or otherwise (except as aforesaid) of the full value in the whole of thirty thousand pounds at the least And also that he the said Thomas Cubitt his executors administrators or assigns shall and will at his or their own proper costs and charges within the space of ten years to be computed from the date of this Agreement inclose all

such parts of the several frontages of the said three several pieces or parcels of Ground hereby agreed to be demised which shall not be built upon as aforesaid with a substantial brick wall or such other fence as may be agreed upon of such height and dimensions and in such manner in every respect as may be approved of by the said Architect or Surveyor for the time being *Provided always* And it is hereby agreed and declared between and by the said parties hereto that after the said Thomas Cubitt his executors or administrators shall have erected and built Messuages Dwellinghouses or Buildings to the full value of fifty thousand pounds in satisfaction of the Covenant hereinbefore contained in that behalf it shall be lawful for the said Thomas Cubitt his executors or administrators to erect and build upon any part or parts of the said three several pieces or parcels of Ground hereby agreed to be demised which shall not be occupied by the said Messuages or Buildings so covenanted to be built as aforesaid or the yards or Gardens thereto any number of Messuages Dwellinghouses or other Buildings for the purposes of trade or otherwise except as aforesaid which he or they may think proper such Messuages Dwellinghouses or Buildings nevertheless are to be built subject to the like approval of the like elevation with the like new materials and in the like substantial and workmanlike manner and to the like satisfaction of the said Architect or Surveyor for the time being as hereinbefore stipulated and agreed with respect to the Messuages Dwellinghouses or Buildings hereinbefore covenanted to be built as aforesaid And also that in erecting and building the Messuages Dwellinghouses or Buildings hereinbefore covenanted and authorized to be built as aforesaid it shall and may be lawful for the said Thomas Cubitt his executors and administrators by and with the consent in writing of the said George Lord Calthorpe or his assigns or other the person or persons for the time being entitled as aforesaid to set out and form any new street or streets over or upon any or either of the said three several pieces or parcels of Ground as he or they may think proper so that the same be formed and completed under the inspection and to the satisfaction of the said Architect or Surveyor for the time being And it is hereby also declared and agreed by and between the said parties to these presents that in as much as the said Thomas Cubitt hath hereby agreed to build and construct all proper and requisite sewers and drains under and along the said several pieces or parcels of Ground hereby agreed to be demised as hereinbefore mentioned the said Thomas Cubitt his executors or administrators shall not be called upon for nor shall any or either of the Messuages Dwellinghouses or other Buildings to be erected and built upon the said several pieces or parcels of Ground or any of them be in any manner liable to or charged or chargeable with any expence which the said George Lord Calthorpe hath already incurred or which he or his assigns or other the person or persons for the time being entitled as aforesaid shall or may hereafter incur or be put to in the cutting driving or building all or any sewers channels wydraughts gutters or watercourses in upon through over or under any other part of the Estate of him the said George Lord Calthorpe in Grays Inn Lane *Provided nevertheless* that if it shall happen that any sewers which have been built and constructed by the said George Lord Calthorpe shall be made use of for any of the Messuages Dwellinghouses or other Buildings so to be erected and built by him the said Thomas Cubitt his executors or administrators then and in such case the said Thomas Cubitt his executors or administrators shall and will bear and pay in respect of such Messuages Dwellinghouses or other Buildings a fair and just proportion with the other tenants Lessees or Occupiers of any other Messuages Lands or Hereditaments of the said George Lord Calthorpe or his assigns or such other person or persons as aforesaid on the said Estate in Grays Inn Lane aforesaid such proportion to be ascertained by the Architect or Surveyor for the time being of the said George Lord Calthorpe or his assigns

or other the person or persons for the time being entitled as aforesaid. And the said George Lord Callthorpe doth hereby agree with the said Thomas Cubitt that when and as Messuages Dwellinghouses or buildings shall be built up and covered in by the said Thomas Cubitt his executors or administrators in pursuance of and conformable to the covenant for that purpose hereinbefore contained he the said George Lord Callthorpe shall and will from time to time at the expence of the said Thomas Cubitt his executors or administrators by Indenture Lease and Demise such part or parts of the said several pieces of ground hereby agreed to be demised whereon such Messuages Dwellinghouses or other buildings shall be so erected and built together with the House or Houses or other Buildings thereon erected and built and the yards gardens or other conveniences attached or belonging to the same unto the said Thomas Cubitt his executors administrators or assigns or unto such other person or persons as he or they shall in that behalf nominate and appoint during the then residue of the said term of ninety nine years and under and subject to such parts and proportions of the said yearly rent of Five hundred and forty pounds hereinbefore mentioned as shall be thought proper and convenient by the said George Lord Callthorpe or other the person or persons granting such Lease or Leases but so that the yearly rent to be reserved upon any such Lease or Leases do not exceed one sixth <sup>part</sup> of the clear yearly <sup>rack</sup> rent or value of the Land and Buildings to be thereby demised and be not less than forty shillings. Provided always that if the yearly rent or rents to be reserved upon the Lease or Leases to be granted in pursuance of the Agreement aforesaid of any part or parts of the Land hereby agreed to be let as aforesaid shall amount to or make up the said yearly rent or sum of Five hundred and forty pounds then and in such case the remainder of the land hereby agreed to be let as aforesaid or any part or parts thereof shall from time to time when and as the same shall be built upon in the manner aforesaid be demised and leased together with the Houses or Buildings thereupon erected at the yearly rent of a pepper corn. Provided always and it is hereby expressly agreed and declared that notwithstanding the agreement aforesaid the said Thomas Cubitt his executors or administrators shall not be entitled to require nor the said George Lord Callthorpe or any other person or persons be compelled or compellable to grant any Lease or Leases in pursuance of these presents unless there shall be at the time of requiring such Leases or Lease erections and Buildings commenced on some other part of the said three several pieces or parcels of ground hereby agreed to be demised other than those already leased or then required to be leased of the full value of Two thousand pounds or unless the erections and buildings then erected on the said Land hereby agreed to be demised shall amount to the full value in the whole of Fifty thousand pounds. And it is hereby agreed and declared that the Lessee or Lessees to be named in every such Lease so to be granted as aforesaid shall seal and deliver a Counterpart or Counterparts of such Lease or Leases and state in and by such Lease or Leases enter into proper covenants for the due payment of the rent or rents to be thereby reserved and for the completing and finishing the house or houses or other buildings thereby demised (if not then already completed and finished) within a reasonable time to be fixed by the said George Lord Callthorpe or other the person or persons granting such Lease or Leases as aforesaid and also for repairing and keeping in repair such house or houses or other buildings and premises during the term to be thereby granted and also for surrendering the demised premises at the end of the said term well and sufficiently repaired amended and kept in

repair together with all chimney pieces and other fixtures which shall during the last seven years of the Lease be upon the demised premises And also for insuring from loss or damage by fire the messuages or buildings to be comprized in any such Lease and rebuilding the same in case of any accident by fire And also for restraining the said Thomas Cubitt his executors administrators lessees undertenants and assigns from exercising or carrying on in or upon the said piece or parcels of Ground hereby agreed to be demised or the messuages or Dwelling houses and Buildings hereby agreed to be built thereon respectively or any of them or any part thereof any of the several trades hereinafter mentioned (that is to say) the trades of a Brewer Distiller Distiller Vintner Copper Smith Cooper Trunk Maker Coach Maker Working Brazier Working Smith Carpenter Letter press founder printer Pipe Burner Pipe Boiler Sugar Baker Scavenger Nightman Bagpio Keeper Founder or Meller of Iron Ironkeeper Butcher Slaughterman Carrier Dyer Tanner Tinsmith Soap boiler Meller of Tallow, maker of Varnish Maker of Grease for Carriages, Flayer of Horses or Gas Manufacturer (Except as to any part of the said Ground which shall continue in the occupation of the said Thomas Cubitt in his business of a Builder such of the before mentioned trades or businesses as he may require to exercise in carrying on his said Building business) and from using or permitting or suffering the same premises respectively or any part thereof to be used for a Coal shed or for the laying of Night Soil or Scop or for a lay stall or for any other offensive or noxious trade or business without the consent in writing for that purpose first had and obtained of the said George Lord Caeshorpe or the person or persons entitled to the said demised premises in reversion or remainder immediately expectant upon the determination of such Lease or Leases as aforesaid And also that it shall and may be lawful to and for the said George Lord Caeshorpe and his assigns and other the person or persons entitled as aforesaid and his and their agent or agent with workmen or others or without at all seasonable times during the said term to enter and come into and upon the said premises thereby demised to take pains and also to view search and see the state and condition thereof and of all such defects decays and wants of reparation or amendment as upon any and every such view shall be found to give or leave notice in writing at the said demised premises for the said lessee or lessees their or his executors administrators or assigns to repair and amend the same within three calendar months next after every such notice shall be given or left as aforesaid and that within the space of three calendar months the lessee or lessees their or his executors administrators or assigns shall and will well and sufficiently repair and amend all the defects decays and wants of reparation mentioned in such notice And also that the said Lessee or Lessees his or their executors administrators or assigns shall not nor will cut main or injure nor suffer to be cut mained or injured any of the principal timbers or walls of the messuages and buildings thereby demised And that in each such lease so to be granted as aforesaid a condition or agreement shall be contained by which it shall be declared that if the yearly rent thereby to be reserved or any part thereof shall be unpaid by the space of thirty days next after the same shall become due or in case of the breach or nonperformance of any of the covenants or agreements therein to be contained on the part of the Lessee or Lessees his or their executors administrators or assigns then and in either of the said cases it shall be lawful for the said George Lord Caeshorpe and his assigns and the person or persons for the time being entitled as aforesaid and every of them at any time hereafter into and upon the premises thereby demised or any part thereof in the name of the whole to reenter and the same to have again repossessed and

enjoy as in his and their former estate and the said lessee or lessees his or their executors administrators and assigns and all other tenants and occupiers of the same premises thereout and from thence utterly to expel put out and amove And the said Thomas Cubitt doth hereby agree with the said George Lord Calthorpe and the person or persons for the time being entitled to the said pieces or parcels of ground hereby agreed to be demised subject to the agreements herein contained for demising the same that he the said Thomas Cubitt his executors administrators or assigns shall and will accept and take a Lease or Leases of the said three several pieces or parcels of ground hereby agreed to be demised with the messuages or Dwellinghouses erections and buildings to be thereupon erected and built as aforesaid under the terms and conditions hereinafore expressed and execute a Counterpart or Counterparts thereof respectively and pay the expence of such Lease or Leases and the Counterpart or Counterparts thereof which are to be prepared by the Solicitor for the said George Lord Calthorpe or such other person or persons so entitled as aforesaid and also the expence of preparing and executing these presents and the Counterpart hereof And likewise that he the said Thomas Cubitt his executors administrators or assigns shall and will well and truly pay or cause to be paid unto the said George Lord Calthorpe or his assigns or other the person or persons for the time being entitled as aforesaid the said clear yearly rent or sum hereinafore agreed to be reserved and paid as aforesaid by equal quarterly payments on the days on which the same is hereinafore agreed to be reserved and made payable although all the said messuages or Tenements or Buildings hereinafore agreed to be built as aforesaid shall not be then erected or built and shall not nor will prior to the granting of any such Lease or Leases as aforesaid exercise or carry on nor permit or suffer to be exercised or carried on upon any part of the said three several pieces or parcels of ground any of the trades or businesses nor use nor permit or suffer the same or any part thereof respectively to be used for any of the purposes hereinafore agreed to be prohibited Provided always And it is hereby expressly agreed and declared between and by the said George Lord Calthorpe and the said Thomas Cubitt that if the said pieces or parcels of ground hereby agreed to be demised as aforesaid or any of them shall not be filled up and levelled or the said messuages Tenements or Dwellinghouses hereby agreed to be erected and built as aforesaid or any of them shall not be erected built up and covered in at or within the time or respective times hereinafore mentioned and appointed for such filling up levelling erecting building and covering in as aforesaid or in case any breach neglect or default shall be made in performance of any of the agreements or stipulations either as to the manner of building or otherwise hereinafore contained on the part of the said Thomas Cubitt his executors and administrators and which on his or their part are or ought to be performed and kept previous to the granting of such Lease or Leases as aforesaid Then and in any or either of such cases it shall be lawful for the said George Lord Calthorpe or other the person or persons for the time being seized of or entitled to the said several pieces or parcels of ground hereby agreed to be demised as aforesaid into and upon such part or parts of the same pieces or parcels of ground <sup>respectively</sup> whereof no such lease or leases shall have been granted or any part or parts thereof in the name of the whole to enter and the same together with the messuages or tenants erections and buildings thereupon erected and built to have lived occupy possess and enjoy for his or their own use and benefit and the said Thomas Cubitt and all other tenants and occupiers of the premises thereout and from thence to expel put out and amove and in case of such entry or entries as aforesaid the said Thomas Cubitt his executors administrators or assigns shall not be entitled to any recompence compensation or allowance for or in respect of any messuages or Tenements Erections or Buildings which shall or may be then erected or built upon the land or ground in or upon which such entry or entries

See in original  
a 18  
C. 18

shall be made as last mentioned or for any improvements made thereto *In witness whereof* the  
said parties to these presents have hereunto set their hands and seals the day and year first above  
written - *Calthorpe* *Ed.* *Tho.* *Ed.* *Cubitt* -

Signed sealed and delivered by the within named George Lord Calthorpe in the presence  
of - John Hennaway Jr. Esq. of Exeter - Isaac William S. Lillingston Esq. of Emdon Warwickshire -

Signed sealed and delivered by the within named Thomas Cubitt in the presence of -  
Wm. Holding - Factors Hall London - Edward Arthur 1 Calthorpe Place - Grays Inn Road -

*Examined with the original  
and found to be a true copy  
thereof this twentieth day  
of November 1832 by us -*

*John Ellis . 11. Britannia Street. Gray Inn Road  
C. J. Fox . 45 Strand Square, Chancery*

# This Indenture

made the first day of January in the year of our Lord one thousand eight hundred and twenty eight Between the within named Thomas Cubitt of the first part Lewis Cubitt of Belgrave Street in the parish of Saint George Hanover Square in the County of Middlesex Builder of the second part and William Cubitt of Calthorpe place Great Inn Road in the said County of Middlesex Builder of the third part Whereas at the time of the date of the within written Contract or Agreement the said Thomas Cubitt carried on the business of a Builder in partnership with his brothers the said William Cubitt and Lewis Cubitt but there was not any Deed or Articles of Copartnership executed between them And whereas on or about the twenty third day of June one thousand eight hundred and twenty seven the said partnership was by mutual consent dissolved and it was thereupon and upon the Settlement of the partnership accounts mutually agreed that the said Thomas Cubitt should assign to the said William Cubitt the within written Contract or Agreement and all benefit and advantage thereof together with the Ground and premises thereby let and demised or agreed to be let and demised and the houses buildings and improvements erected thereon and made thereto except as hereinafter is mentioned and that the same Agreement should be by him the said William Cubitt performed and completed so far as the same remained to be carried into effect on the part of the said Thomas Cubitt his executors administrators or assigns And whereas since the date of the within written Contract or Agreement and during the continuance of the said Copartnership and since the dissolution thereof great part of the Ground comprised in such Contract or Agreement has been levelled great part of the Sewers built great part of the Embankments to the Fleet River made the pavement completed in front of the houses now built thereon all the frontages of the Ground thereby demised or agreed to be demised not built upon have been enclosed the continuation of Frederick Street has been laid out many houses have been built upon various parts of the said Ground and divers other acts in part fulfilment of the same Contract or Agreement have been done by the said Thomas Cubitt William Cubitt and Lewis Cubitt and a large sum of money has been expended by them therein but divers of the stipulations in such Contract or Agreement contained remain to be performed and some deviations from the precise terms and stipulations of such Contract or Agreement may have taken place And whereas during the continuance of the said Copartnership twelve houses numbered respectively Nos 51, 50, 49, 48, 47, 46, 45, 44, 43, 42, 41, 40 were built upon that part of the within mentioned piece of Ground marked W. at the western end of the northern side of Frederick Street and Leases have been granted of all of them by the said George Lord Calthorpe to the said Thomas Cubitt or his nominees which houses with the Joies thereof and the Ground buildings and appurtenances attached thereto it was agreed upon the Dissolution of the said Copartnership should become remain and be the sole property of the said Thomas Cubitt And it was thereupon also agreed that all other houses and buildings erections improvements additions matters and things whatsoever erected built added put made or done upon or to the said three pieces of Ground within described and all right title interest benefit possession property claim and demand whatsoever of the said Thomas Cubitt his executors administrators assigns or nominees and of the said Lewis Cubitt his executors administrators or assigns (if any) therein under or by virtue of the within written ~~written~~ Contract or Agreement by virtue of the said Copartnership or otherwise should become remain and be the sole individual absolute property and effects of the said William Cubitt his executors administrators nominees and assigns And the said Thomas Cubitt doth hereby witness that in pursuance of the before mentioned agreement in that behalf and for the consideration aforesaid and in consideration of ten shillings to the said Thomas Cubitt paid by the said William Cubitt at or before the execution

of these presents the receipt whereof is hereby acknowledged by the said Thomas Cubitt at the request and  
with the concurrence and consent of the said Lewis Cubitt (testified by his being a party to and executing  
these presents) **Hath** bargained sold assigned transferred and set over and by these presents **Doth**  
bargain sell assign transfer and set over unto the said William Cubitt his executors administrators and assigns  
**All** that the within written Contract or Agreement and all benefit and advantage thereof **And also all**  
those the said three pieces or parcels of Ground and Premises thereby demised or agreed to be demised to  
him the said Thomas Cubitt his executors administrators assigns or nominees **And** all erections buildings and  
improvements now erected and made erecting and making or to be erected and made thereon or thereto  
with the rights members and appurtenances (save and except out of this assignment the said twelve  
houses on the north side of Frederick Street numbered respectively as aforesaid already leased to the  
said Thomas Cubitt or his nominees as aforesaid and the Sites thereof and the Ground Buildings and  
appurtenances attached thereto and all rents benefit and advantage to accrue and be derived from the same  
twelve houses and premises) and all the right title benefit possession claim demand and interest of him the  
said Thomas Cubitt into or out of or in respect of the said Contract or Agreement Buildings and  
premises hereby assigned or intended so to be and of the covenants clauses provisions and conditions in the same  
agreement contained and all benefit profit and advantage whatsoever to accrue thereby or therefrom respectively  
(save and except as hereinbefore is excepted) Together with the said within written Deed or Contract itself  
and all other documents muniments papers and writings relating thereto and to the premises hereby assigned or  
intended so to be now in the custody or possession of the said Thomas Cubitt or which he can procure without  
suit at law or in equity **To have and to hold** the said Contract or Agreement pieces or parcels  
of Ground and all other the premises hereinbefore assigned or intended so to be (except as aforesaid) with  
the appurtenances unto the said William Cubitt his executors administrators and assigns absolutely subject nevertheless  
to the several annual progressive rents by the said within written agreement reserved and to the  
observance and performance of the covenants conditions and agreements therein contained (save and except  
as to such part or parts of the said rents as are reserved or agreed to be reserved by the said Contract or  
by the said Leases of the said twelve houses and premises on the north side of Frederick Street in lease  
to the said Thomas Cubitt or his nominees as aforesaid in respect of such twelve houses and premises  
with their appurtenances and save and except as to such or such parts of the covenants conditions &  
agreements in the said within written Contract or in the said last mentioned leases contained as apply to or  
affect such twelve houses and premises with their appurtenances **And** the said Thomas Cubitt and  
Lewis Cubitt do hereby for themselves severally and respectively and for their several and respective heirs  
executors and administrators (and so far as respects their respective acts and deeds only and not further or otherwise  
covenant and declare with and to the said William Cubitt his executors administrators and assigns  
in manner following that is to say that they the said Thomas Cubitt and Lewis Cubitt respectively have  
not at any time heretofore made done or committed or been party or privy to or knowingly suffered  
to be done any act deed matter or thing whatsoever whereby the said within written Contract or  
the Ground and premises thereby let and demised or agreed to be let and demised and hereby assigned or  
intended so to be or any of the houses buildings or other improvements erected thereon or made thereto  
is are or shall or may be surrendered forfeited or avoided impeached charged or in any manner  
incumbered except as appears by these presents and that the said Thomas Cubitt now hath in himself

or that the said Thomas Cubitt and Lewis Cubitt now have in themselves good right full power and lawful and absolute authority to assign and assure the said within written Contract and the Ground thereby let and demised or agreed to be let and demised and the messuages and buildings improvements and other the premises hereby assigned or intended so to be with the appurtenances (except as hereinafter excepted) unto the said William Cubitt his executors administrators nominees and assigns in manner aforesaid and according to the true intent and meaning of these presents And that they the said Thomas Cubitt and Lewis Cubitt respectively and their respective executors administrators and assigns and all and every other person and persons having or lawfully claiming any estate right title or interest of in to or out of or under or by virtue of the said agreement and premises intended to be hereby assigned from by under or in trust for them or either or any of them shall and will at all times hereafter at the request and costs of the said William Cubitt his executors administrators nominees or assigns execute and perfect all such further assurances that may be necessary for the more effectually and satisfactorily assigning the within written Contract or agreement and all benefit and advantage thereof and of the covenants conditions and agreements therein contained and the premises thereby let and demised or agreed to be let and demised and the buildings and other improvements thereon erected or hereto made or to be erected or made and all other the premises hereby assigned or intended so to be with the appurtenances (except as hereinafter is excepted) unto the said William Cubitt his executors administrators nominees and assigns (subject as aforesaid) and according to the true intent and meaning of these presents as by the said William Cubitt his executors administrators nominees and assigns or his or their Counsel in the Law shall be lawfully and reasonably required and tendered to be executed And the said Thomas Cubitt doth hereby for himself his heirs executors and administrators covenant promise and agree with and to the said William Cubitt his executors administrators and assigns that he the said Thomas Cubitt his executors administrators nominees or assigns shall and will from time to time and at all times hereafter during the continuance of the term by the within written agreement granted or agreed to be granted pay or cause to be paid the respective ground rents reserved upon the said twelve houses on the north side of Frederick Street with the appurtenances so leased to him the said Thomas Cubitt or his nominees as aforesaid and all taxes rates charges assessments and impositions to become payable in respect thereof and observe and perform all such or such parts of the Covenants and Conditions in the within written contract contained (if any now remaining to be observed and performed) that relate to the said twelve houses with the appurtenances or any of them and shall and will save defend keep harmless and indemnified the said William Cubitt his heirs executors administrators and assigns and his and their lands tenements goods and chattels from all loss costs damages and expences (if any) that may arise or happen from the nonpayment of such last mentioned ground rents taxes or other charges or the breach neglect nonobservance or nonperformance of any of the said covenants or conditions (so far as the same relate to the said twelve houses with the appurtenances) And the said William Cubitt in further pursuance of the said recited agreement and in consideration of the premises doth hereby for himself his heirs executors and administrators covenant promise and agree with and to the said Thomas Cubitt his heirs executors administrators and assigns that he the said William Cubitt his executors administrators nominees or assigns shall and will well and truly observe perform abide by fulfil and keep all and every the covenants conditions stipulations and contracts in the within written agreement contained on the part of the said Thomas Cubitt his heirs executors administrators and assigns now remaining to be observed