

Articles of Agreement indented made concluded  
and agreed upon this eleventh day of April in the year of our Lord  
One thousand eight hundred and twenty eight between Thomas Cubitt of Belgrave  
Street in the parish of St George Hanover square in the county of Middlesex Builder of  
the one part and George Smith of Mansionhouse place in the city of London  
Esquire of the other part. —

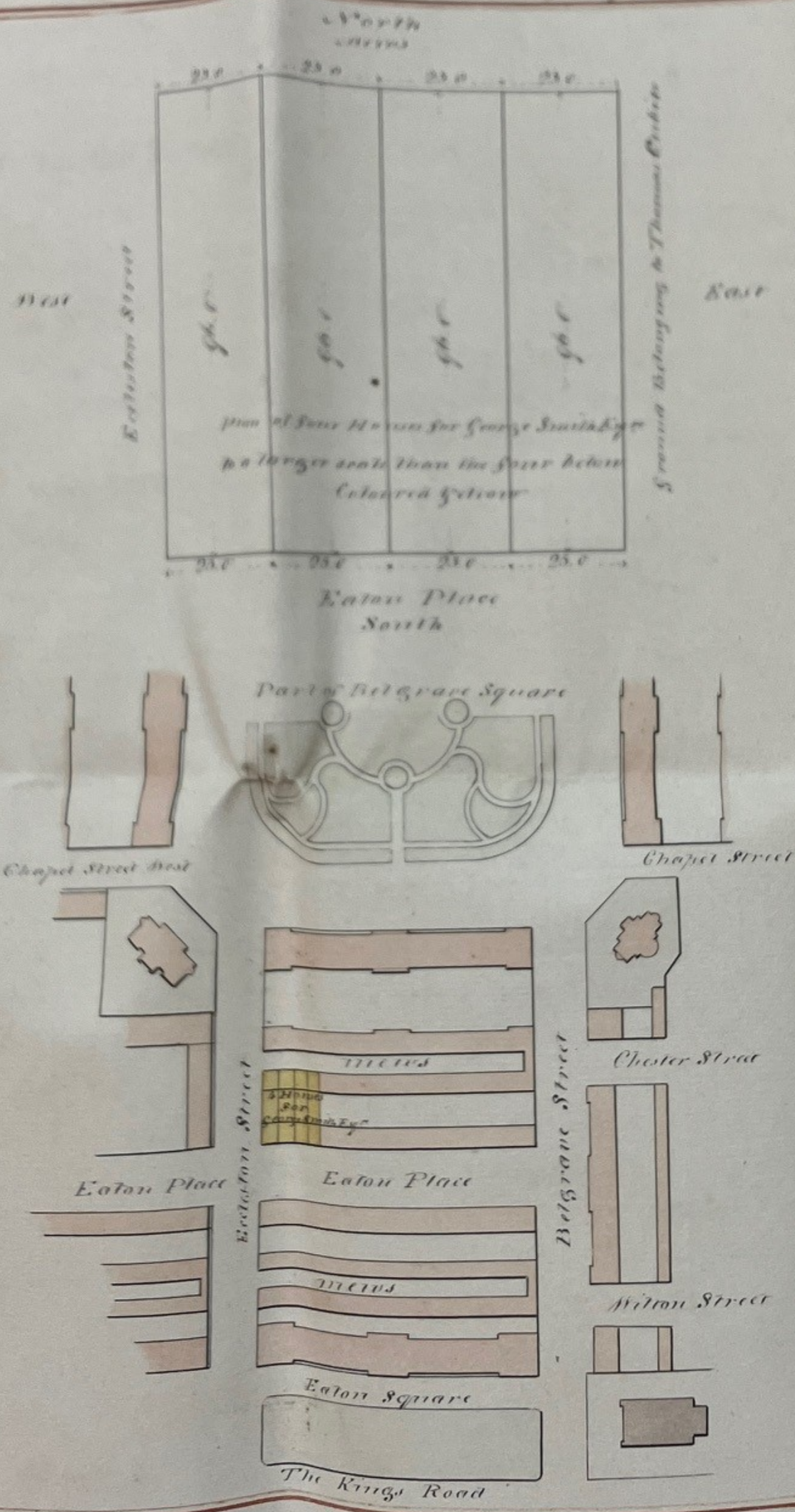
Whereas the said Thomas Cubitt under and by virtue of certain Articles of Agreement in writing bearing date on or about  
the eighteenth day of March one thousand eight hundred and twenty five and made or supposed to be made between The Right and  
Honorable Robert Earl Grosvenor Viscount Belgrave and Baron Grosvenor of Eaton in the County Palatine of Chester of the one part  
and the said Thomas Cubitt of the other part the said Robert Earl Grosvenor for the considerations therein mentioned did thereby  
covenant promise and agree to demise and grant unto the said Thomas Cubitt his executors administrators and assigns or  
unto such person or persons and in such parts and portions as he or they should for that purpose nominate and specify  
such messuages or tenements erections and buildings respectively as should be erected built and covered in upon all or any part  
or parcel of all those several pieces or parcels of ground of or belonging to the said Robert Earl Grosvenor situate lying and being in the  
parish of St George Hanover square in the said County of Middlesex and containing by admeasurement twenty acres or more  
twenty perches or thereabouts as the same are more particularly delineated and described in the plan or ground plot thereof  
thereunto annexed and marked and distinguished as therein mentioned together with the ground to such messuages or  
Dwellinghouses erections and buildings respectively belonging to hold unto the said Thomas Cubitt his executors administrators  
and assigns from the Feast day of the Annunciation of the Blessed Virgin Mary one thousand eight hundred and twenty  
five for and during and unto the full end and term of ninety nine years subject to the yearly rents and to the several Covenants  
Conditions stipulations restrictions and agreements therein contained **Also whereas** the said Thomas Cubitt hath agreed with  
the said George Smith to erect and build and completely finish fit for habitation use and occupation four several messuages  
or Dwellinghouses with Coachhouses Stables erections and other Buildings to the same respectively upon the four several  
pieces or parcels of ground hereinafter particularly described or some part or parts thereof respectively (being respectively  
part of the ground described in the said recited Articles of Agreement) And to cause and procure one or more Lease or Leases  
to be granted of the said pieces or parcels of ground messuages or Dwellinghouses Coachhouses Stables erections Buildings  
and premises to be granted unto the said George Smith his executors administrators and assigns as hereinafter mentioned  
at or for the sum of ten thousand pounds And upon and under the terms and conditions hereinafter mentioned or  
referred to **Now these Presents witness** that in consideration of the sum of ten thousand pounds of lawful  
money of Great Britain by the said George Smith paid to the said Thomas Cubitt at or immediately before the execution  
of these Presents the receipt whereof he the said Thomas Cubitt doth hereby acknowledge He the said Thomas Cubitt doth  
herby for himself his heirs executors administrators and assigns covenant promise and agree with and to the said George Smith  
his executors administrators and assigns in manner following (that is to say) that he the said Thomas Cubitt his executors  
administrators and assigns shall and will for and on the behalf and as the property of the said George Smith his executors  
administrators and assigns on or before the first day of July now next ensuing in a proper and workmanlike manner  
in all respects and under the inspection and to the entire approbation of the said George Smith his executors adminis-  
trators and assigns or his or their Surveyor for the term being well and substantially erect build up and cover in four several  
messuages or Dwellinghouses on the respective fronts of the four several pieces or parcels of ground hereinafter particularly  
described and form and enclose the areas of the same with proper stone walls and drains and erect build up and  
cover in the Coachhouses Stables erections and other Buildings upon the same ground agreeably in every respect to the plans  
specifications and elevations signed by the said Thomas Cubitt And that he the said Thomas Cubitt his executors adminis-  
trators and assigns shall and will for and on the behalf and as the property of the said George Smith his executors  
administrators and assigns in like manner and under the like inspection as aforesaid on or before the twentieth  
day of September one thousand eight hundred and twenty nine and agreeably to the said plans specifications  
and elevations completely finish fit for habitation use and occupation the said messuages or dwellinghouses  
Coachhouses Stables erections and buildings with the covenants and appurtenances therunto belonging to the



...in all respects of the said George Smith his executors administrators and assigns or his or their Surveyor for  
the time being And also that he the said Thomas Cubitt his executors administrators and assigns shall and will so far as relates  
to or concerns the said four pieces or parcels of ground and the Messuages or Dwellinghouses Coachhouses Stables Erections Buildings  
and premises in all things well and truly perform fulfil observe and keep all and singular the Covenants Clauses Conditions  
Stipulations restrictions and agreements in the said recited Articles of Agreement of the Eighteenth day of March One thousand  
eight hundred and twenty five contained on the part and behalf of the said Thomas Cubitt his executors administrators and  
assigns to be performed fulfilled observed and kept according to the true intent and meaning thereof And also that he the  
said Thomas Cubitt his executors administrators or assigns shall and will when and as soon as the said several Messuages  
or Dwellinghouses Coachhouses Stables Erections and Buildings shall have been erected and built up and covered in and the Areas  
of the said Messuages or Dwellinghouses formed and inclosed and all necessary fence walls and drains made and built  
as aforesaid by good and sufficient Indentures or Indenture as the said George Smith his executors administrators or assigns  
shall direct to be prepared by the Agent or Solicitor or Agents or Solicitors of the said Robert Earl Grosvenor his heirs or  
assigns but at the costs and charges of the said George Smith his executors administrators and assigns procure (and join in  
if required) a Lease or Leases as the said George Smith his executors administrators and assigns shall direct to be granted by  
the said Robert Earl Grosvenor his heirs or assigns unto the said George Smith his executors administrators and assigns of such four  
several Messuages or Dwellinghouses Coachhouses Stables Erections and Buildings respectively as shall be so erected built and covered  
in upon any part or parcel of the four pieces or parcels of ground hereinafter described (that is to say) All that piece or  
parcel of ground situate lying and being in the parish of St. George Hanover Square in the County of Middlesex situate and  
being on the North side of Eaton place and abutting on the front or south side thereof upon Eaton place aforesaid on the  
East side upon a piece or parcel of ground belonging to the said Thomas Cubitt on the West side upon a piece or parcel of  
ground next hereinafter described and on the north or back part thereof upon an intended Messuage and which said  
piece or parcel of ground before described contains in the front or south side thereof and also at the north or back  
part thereof from east to west twenty five feet or thereabouts and in depth or length on each side thereof  
from south to north Ninety ~~five~~<sup>six</sup> feet or thereabouts And on which said piece or parcel of ground is intended  
and hereinafter covenanted to be erected and built one Messuage or Dwellinghouse with the Coach  
House Stable and buildings thereto belonging and which Messuage or Dwellinghouse will be the fourth house  
in Eaton place Eastward from Coleston street And all that other piece or parcel of ground situate and being  
also in the said parish of St. George Hanover Square and on the north side of Eaton place aforesaid and  
abutting and adjoining on the front or south side thereof upon Eaton place aforesaid on the west side upon the  
piece or parcel of ground next hereinafter described on the East side upon the piece or parcel of ground lastly herein  
before described and on the north or back part thereof upon the said intended Messuage and which last  
described piece or parcel of ground contains in the front or south side thereof and also at the North or  
back part thereof Twenty five feet or thereabouts and in depth or length on each side thereof from south to  
North Ninety ~~five~~<sup>six</sup> feet or thereabouts and on which same piece or parcel of ground is intended and  
hereinafter covenanted to be erected and built one other Messuage or Dwellinghouse with the Coachhouse  
Stable and buildings thereto belonging and which said Messuage or Dwellinghouse will be the third house  
in Eaton place Eastward from Coleston street And also all that other piece or parcel of ground situate  
and being also in the said parish of St. George Hanover Square and on the north side of Eaton place aforesaid  
and abutting and adjoining on the front or south side thereof upon Eaton place aforesaid on the  
East side upon the piece or parcel of ground lastly hereinbefore described on the West side upon the piece  
or parcel of ground next hereinafter described and on the north or back part thereof upon the said intended  
Messuage and which last described piece or parcel of ground contains in the front or south side thereof  
and also at the north or back part thereof twenty five feet or thereabouts and in depth or length  
on each side thereof from south to north Ninety ~~five~~<sup>six</sup> feet or thereabouts and on which same piece or parcel of  
ground is intended and hereinafter covenanted to be erected and built one other Messuage or Dwellinghouse  
with the Coachhouse Stable and buildings thereto belonging and which said Messuage or Dwellinghouse  
will be the second house in Eaton place Eastward from Coleston street And also all that other piece or parcel of  
ground situate and being also in the said parish of St. George Hanover Square and on the north side of Eaton place and  
abutting and adjoining on the front or south side thereof upon Eaton place aforesaid on the East side upon the piece or parcel of ground lastly hereinbefore



described on the West by Eccleston Street and on the North or back part thereof upon the said intended streets and which last described piece or parcel of ground contains in the front or South side thereof and also at the North or back part thereof from East to West twenty five feet or thereabouts and in depth or length on each side thereof from South to North twenty ~~two~~ <sup>two</sup> feet or thereabouts And on which same piece or parcel of ground is intended and herebefore covenanted to be erected and built on the Messuages or Dwellinghouses with the Coachhouse Stable and Buildings thereto belonging And which same Messuages or Dwellinghouses will be the Crown House in such place next to Eccleston Street And which said four several pieces or parcels of ground with the several boundaries and dimensions thereof are more particularly delineated and described in the Ground Plans thereof drawn in the margin of these presents and colored Red (or the same several dimensions little more or less) And all ways passages vaults lights easements watercourses profits commodities advantages and appurtenances whatsoever to the said four several pieces or parcels of ground Messuages or Dwellinghouses Erections and buildings belonging or in anywise appertaining **To hold** the said four several pieces or parcels of ground Messuages or Dwellinghouses Coachhouses Stables Erections Buildings and premises with their and every of their appurtenances unto the said George Smith his executors administrators and assigns from the Feast day of the Annunciation of the



in such place next to Eccleston Street And which said four several pieces or parcels of ground with the several boundaries and dimensions thereof are more particularly delineated and described in the Ground Plans thereof drawn in the margin of these presents and colored Red (or the same several dimensions little more or less) And all ways passages vaults lights easements watercourses profits commodities advantages and appurtenances whatsoever to the said four several pieces or parcels of ground Messuages or Dwellinghouses Erections and buildings belonging or in anywise appertaining **To hold** the said four several pieces or parcels of ground Messuages or Dwellinghouses Coachhouses Stables Erections Buildings and premises with their and every of their appurtenances unto the said George Smith his executors administrators and assigns from the Feast day of the Annunciation of the

Blessed virgin Mary which was in the year of our Lord one thousand eight hundred and twenty five for and during the full end and term of **Ninety nine** years from thence next ensuing and fully to be complete and ended **Shelding and Paving** therefore unto the said Robert Earl Grosvenor his heirs and assigns for the said piece or parcel of ground firstly herebefore mentioned and described and the messuage or dwellinghouse and buildings to be erected and built thereon as aforesaid and during the first twelve years of the term of Ninety nine years from the said twenty fifth day of March one thousand eight hundred and twenty five



heavily agreed to be therein granted as aforesaid the rent of a pepper corn only (if demanded). And for and during all the rest residue and remainder of the same term for the same ground messuage or dwellinghouse and buildings so firstly herebefore mentioned and described the yearly rent or sum of Ten pounds of lawful money of Great Britain And also Providing and Saving therefore unto the said Robert Earl Grosvenor his heirs and assigns for the said piece or parcel of ground messuage or dwellinghouse and buildings to be erected and built thereon for and during the first twelve years of the term of Ninety nine years from the said twenty fifth day of March One thousand eight hundred and twenty five heavily agreed to be thereof granted as aforesaid the rent of a pepper corn only (if demanded). And for all the rest residue and remainder of the same term for the same ground messuage or dwellinghouse and buildings so firstly herebefore mentioned and described the yearly rent or sum of Ten pounds of lawful money of Great Britain And also Providing and Saving therefore unto the said Robert Earl Grosvenor his heirs and assigns for the said piece or parcel of ground messuage or dwellinghouse and buildings to be erected and built thereon as aforesaid for and during the first twelve years of the term of Ninety nine years from the said twenty fifth day of March One thousand eight hundred and twenty five heavily agreed to be thereof granted as aforesaid the rent of a pepper corn only (if demanded). And for all the rest residue and remainder of the same term for the same ground messuage or dwellinghouse and buildings so firstly herebefore mentioned and described the yearly rent or sum of Ten pounds of lawful money of Great Britain And also Providing and Saving therefore unto the said Robert Earl Grosvenor his heirs and assigns for the said piece or parcel of ground messuage or dwellinghouse and buildings to be erected and built thereon as aforesaid for and during the first twelve years of the term of Ninety nine years from the said twenty fifth day of March One thousand eight hundred and twenty five heavily agreed to be thereof granted as aforesaid the rent of a pepper corn only (if demanded). And for and during all the rest residue and remainder of the same term for the same ground messuage or dwellinghouse and buildings so firstly and lastly herebefore mentioned and described the yearly rent or sum of Ten pounds of lawful money of Great Britain The said several quarterly rents to be payable and paid by equal payments on the four most usual feasts or days of payment of rent in the year (that is to say) the Nativity of St John the Baptist the Feast day of St Michael the Archangel the Birth of our Lord Christ and the Annunciation of the Blessed Virgin Mary in cash and every year of the said term of Ninety nine years heavily agreed to be granted in net money clear of and from all taxes sewers rate and other rates taxes duties assessments and impositions whatsoever as well parliamentary as parochial or otherwise howsoever the first quarterly payment of the said several rents herebefore agreed to be reserved respectively to become due and to be made on the feast day of the nativity of St John the Baptist which will be in the year of our Lord One thousand eight hundred and thirty seven And it is heavily covenanted declared and agreed between the said parties hereto That the said leases respectively or lease as he the said George Smith his executors administrators or assigns shall direct or to be granted to the said George Smith his executors administrators and assigns shall contain the same covenants clauses conditions provisions and agreements as are mentioned specified and provided for in and by the said Articles of Agreement herebefore in part recited In witness whereof the said parties to these Presents have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered by the above named Thomas Lubitt in the presence of

He: Newman  
5 New Bank Buildings  
London

Received the day and year first above written of the above named George Smith the sum of Ten thousand £ 10,000 pounds in full for the consideration of money above mentioned to be paid by him to Me

Signed in the presence of  
He: Newman.

Thomas Lubitt

George Smith

