

Issue d. dated and delivered
to the witness above named
Read book in the presence of
M. WILKES
Frederick Duncoube

and held and delivered by the ~~testator~~
Mathias Wilks in the presence of —
Mr. Belton Esq. Clerk
4 Regent Street London
Frederick Duncoube
Warwick Court

Dated 20 June 1828

B/172

Mathias Wilks Esq:

To

Two Dicas Esq:

Deed of Covenants

relative to House No. 6. on the
west side of Curzon Square in
Brighton.—

Appointees and Assigees

and other her person or persons to whom he or they may grant the use thereof
 all and singular her lands now made and from hence to hence to be made or
 caused by the said Thomas deas deas and now stand bounded to the use of the said Matthew Wills and his assigns granted and reserved with their appurtenances have been appointed towards and
 towards the said Matthew Wills his assigns during the natural life of the said Matthew Wills upon his death for him and his assigns for his natural life with remainder to the said Matthew Wills of the said Matthew Wills
 and assigns for ever. Now this indenture witnesseth that in pursuance of an agreement in this behalf and in consideration of the Covenant so made or expressed and
 intended to be made to us for the benefit of the said Matthew Wills his assigns and assigns as aforesaid he the said Matthew Wills for himself his assigns and assigns by these presents in manner following (that is to say) That as the said
 and assigns doth covenant promise and agree with us to the said Thomas deas deas and assigns his assigns in trust the said marriage or tenement certain and buildings or any part thereof shall at any time
 or times be burnt down destroyed or damaged by fire from hence to hence as soon as may be afterwards rebuilt or well and substantially repaired and caused to be paid or
 assigned money or charges for the same to the said Matthew Wills his assigns and assigns as aforesaid on the said Thomas deas deas and assigns his assigns and will pay or cause to be paid within a year from the date of these
 presents reasonable rent and reversion of the said marriage or tenement in diverses parts as the said Matthew Wills his assigns and assigns and will at the end of every year make afterwards pay the same or cause the same to be paid in
 previous right in writing for that purpose with two rents of good oil colour'd at least **2d** and will at the end of every year make afterwards pay the same or cause the same to be paid in
 manner aforesaid and in order to prevent uniformity of rents in respect therof hereto is to be seen and determined by a Committee of five persons the said Thomas deas deas during his life and after his death the Owner for the time being of the burgages or pleasance grounds at deas Town aforesaid or where so ever the said Thomas deas deas and assigns shall always be found one and the remaining four to
 be chosen by a majority of the electors thereof and occupied for the time being of the said marriage or tenement and becauses aforesaid person at a meeting or meetings to be appointed for that purpose **2d** and
 further that the said Matthew Wills his assigns and assigns money or charges for the time being of the said marriage or tenement and becauses aforesaid person at a meeting or meetings to be appointed for that purpose **2d** and
 to the use of the said Matthew Wills his assigns and assigns shall and will from hence to hence and at all times thereafter pay and discharge a fair and equal proportion with the Owner or Owners for the time
 being of other Towns in deas Town aforesaid who may have a right to the use and enjoyment of the same of the electors of planting rolling maintaining and keeping in good order the
 pleasure grounds roads and footways mentioned in the said written instrument of conveyance and of rents to or from or to their tenant or tenants and also of cleaning
 repairing pursuant to the same structures and the roads and streets in the said pleasure grounds and the walls thereon and the curiosities railings or fence therof after such pleasure
 grounds walls roads and footways shall have been first made laid out put up and completed by the said Thomas deas deas his assigns appointed or assigned and also of cleaning
 and repairing and making ready required of rebuilding the principal streets with their appurtenances made for the convenience of houses built or building at deas Town aforesaid the same
 to be regulated by the said Committee **2d** and further that the said Matthew Wills his assigns and assigns or his tenant or tenants occupied or occupied of the said
 marriage or tenement and premises for the time being shall not nor will at any time or times thereafter alter or let or suffer to be altered the front elevation of the aforesaid in
 marriage or tenement and premises for the time being **2d** and further that the same to be used to the amount or injury of the said marriage or tenement shall at any time or
 day part thereof or otherwise use the same or cause or suffer to be made or put any stop window thereon or suffer to be raised on any part thereof or railing whatsoever in or upon
 the said marriage or tenement and premises for the time being **2d** and further that no building of an officious nature shall at any time thereafter be erected on the said part or parcel of land or
 ground by the said structure standing thereon without to be appointed grants and reserved or any part thereof **2d** and further that the said Matthew Wills his assigns and assigns
 or his occupier or occupier for the time being of the said marriage or tenement shall not nor will at any time or times thereafter erect or cause or suffer to be erected or set in front of
 the said marriage or tenement any veranda or balcony whatsoever **2d** and further that the said Thomas deas deas and assigns shall and will erect or cause or suffer to be erected an iron balcony before the front of the said marriage
 or tenement veranda or balcony shall not exceed two feet six inches in projection and is to be made of Portland stone and iron railings and the pattern or design of the said iron work
 shall be first approved by the said Thomas deas deas and assigns and to be let into a proper portland stone rock inclosure set up by the said
 Thomas deas deas and assigns and to be set up with open iron railings of the said and pattern now used at deas Town aforesaid and to be let into a proper portland stone and iron railings set up by the said
2d and also that the steps leading and running before the said area shall be of portland stone and that the steps and landing leading into the said area shall be of portland stone
2d and further that the steps leading and running before the said area shall be of portland stone and that the steps and landing leading into the said area shall be of portland stone
 on the said part or parcel of land or ground aforesaid agreed and believed that the same is not to extend to present or
 under the said Matthew Wills his assigns and assigns from making any addition to the said marriage or tenement so purchased by him as aforesaid in the case of the same
 marriage or tenement or from erecting any shop or building in the rear of the same marriage or tenement and also the area vaulted under offices or buildings are also and occupied with
 the said marriage or tenement **2d** and further that the front of the said marriage or tenement towards to the said Matthew Wills as aforesaid and also the area vaulted under
 and particularly belonging thereto shall be completed on or before the twenty sixth day of December next ensuing **2d** and further that the interior of the said marriage or tenement shall
 be finished on or before the twenty sixth day of December next ensuing **2d** and also that none of the materials or timber which may be used in the
 completing the same shall at any time be deposited in the front of the said marriage or tenement but that the whole of such materials and timber shall be laid in the rear
 thereof **2d** and his hereby agreed and declared between and by the said parties aforesaid that the several covenants stipulations and agreements herein
 contained shall run with the said part or parcel of land or ground marriage or tenement buildings and hereditaments comprised in the said
 recited conveyance bearing even date herewith so that the same shall at all times thereafter remain and be subject thereto and the said Matthew Wills
 his assigns and all future purchasers or owners of the said part or parcel of land or ground marriage or tenement buildings and hereditaments respectively
 shall so far as the rules of law and equity will permit be charged or affected by such contracts stipulations and agreements **2d** and also that the said several
 covenants stipulations and agreements shall run with the land and hereditaments vested in the said Thomas Head Kemp adjacent to the
 aforesaid part or parcel of land or ground marriage or tenement and hereditaments comprised in the said conveyance and forming the land now laid out and called deas
 Town aforesaid and shall pass therewith and that the said Thomas deas deas and assigns shall have the benefit thereof to repair and cause the
 observant and performance of the aforesaid contracts stipulations and agreements on the part of the said Matthew Wills his assigns and assigns **2d** and also that the said parties
 to these presents shall account and render the day and year first above written.

Matthew



Wills

Robert



Kemp

This Indenture



made the ²² day of January in the year of our Lord one thousand seven hundred and twenty
and six by witness of Great Seal and Seal being deposited of the said lands in the year of our Lord One thousand seven hundred and twenty
and six between Matthias Wilks of Cambridge Court in the Parish of Cambridge in the County of Cambridgeshire of the one part and a
Thomas Hard Kemp of Bishopsgate in the County of London Esquire of the other part **WITNESSES** unto or by virtue or means
of an Indenture of lease and an Indenture of Sale and Appurtenant thereunto

of a certain building late built and now standing and the appurtenance of the same and Appurtenant
belonging to some parts and building now late with these parts and made or appointed to
be made between the said Thomas Wilks Esquire of the first part and the said full of
appurtenances thereto and gentleman of the second part the said Matthias Wilks of
the third part and Joseph Addison Wilks of the Parish of Cambridge Esquire of
the fourth part and of a sum located in or out of this present Trinity term in writing the said
sum paid plaintiff and the said Thomas Wilks Esquire was defendant and
of a declaration of the uses of the same fine instance in the said Indenture of
Sale and Appurtenant now in writing **That** piece or parcel of land or
ground situate lying and being On the west side of Silver Square in a
place now called Hemps Town in the Parish of Brightelmstone in the
said County of Sussex bounded on the north by a piece or parcel of land or ground
lately belonging to the said Thomas Wilks Esquire and on either a messuage or
tenement being $\text{2}\frac{1}{2}$ in width square about and off set from the said
and built and lately sold by the said Thomas Wilks Esquire to Thomas Cubitt or
his wife by a road or way on the south by another piece or parcel of land or
ground now lately belonging to the said Thomas Wilks Esquire and on either a
messuage or tenement being $\text{2}\frac{1}{2}$ in width square about and off set from the said
and built and lately sold by the said Thomas Wilks Esquire to the said Thomas Cubitt or
his wife by a road or way on the east by the said Thomas Cubitt or his wife
and wife by a piece or parcel of land or ground intended to be thereby reserved contained ad
well on the west as on the east sides thereof fully five feet or thereabouts on the north
side thereof fully three feet and three inches or thereabouts and on the south side thereof
fully four feet and three inches or thereabouts by the same several dimensions respectively
little more or less **And also** **That** messuage or tenement and all other
buildings and appurtenances thereto and thereabout standing and being in or upon the
said piece or parcel of land or ground thereunto and thereto before reserved and in trust so
to thereby appear and released or otherwise annexed or any part thereof **The said**
messuage **maner** **being** or **being** considered to be **Numbered** as the **6th**
house in **the** **square** **so** **called** and **being** **one** **piece** **or** **parcel** **of** **land** **so** **called**
with the several buildings and dimensions thereof as more particularly delineated and
described in **Plan** drawn in the margin of these presents and also in the
margin of the writing **Indenture** and is therein **Colored** **Pink** **together**

with the absolute and exclusive use and enjoyment of the said land in front of the said messuage or tenement or building or building appointed and released or otherwise annexed or intended so to be built
of the width of eleven feet and measured or taken from the front line of the said messuage or tenement and also of the vaulted Cellars made or to be made in front of the same messuage
or tenement not exceeding the width of the said area **Eggersher** also with the full and free use and enjoyment in common to the said persons to and for the said Matthias Wilks and said Thomas
and assigned tenants or occupiers for the time being of the said messuage or tenement and premises either with or without let or carried of **11** several Roads now made or reserved to be made by him
the said Thomas Wilks Esquire his heirs appointed or assigned leading to or from the said messuage or tenement and premises either with or without let or carried of **11** several Roads now made or reserved to be made by him
intended so to be or upon or about **Land** **now** **so** **called** or any part thereof **Eggersher** also with the full and free use and enjoyment in common with the said Thomas Wilks Esquire and
said appointed and assigned and the tenants and occupiers of the adjoining and contiguous Grounds of the several pleasure Grounds I squared set out and enclosed by the said Thomas Wilks Esquire
for the use of the inhabitants of the several houses erected and to be erected at **Land** **now** **so** **called** **Silver** **Square** and **Lewes** **Crescent** the sites of which said pleasure
Grounds and squares outward the said castments and pavements are to be carried are delineated in the same map or **Plan** given in the margin of these presents and also in the margin of
the now writing **Indenture** by the parts thereof colored **Green** **and** **Eggersher** also with the full and free use and enjoyment in common with the said Thomas Wilks Esquire and said

