

This Indenture made the 5th day of February 1829 Between
Thomas Cubitt late of Grays Inn Lane Road but now of Eaton Place in the
Parish of Saint George Hanover Square of the first part George Palmer
of Bedford Row in the County of Middlesex Esq^{re} of the 2nd part The
Most Noble William Spencer Duke of Devonshire Knight of the
Most Noble Order of the Garter of the 3rd part Whereas by ~~an~~ Indenture of
Lease and Release bearing date respectively the day before and even date
with these presents the Release being made ^{expressed to be made} between the s^d George Palmer of
the 1st part the said Thomas Cubitt of the 2nd part and the said William
Spencer Duke of Devonshire of the 3rd part & Benjamin Currey of Old
Palace Yard in the City of Westminster Esq^{re} of the 4th part In consow of
the sum of £1950 to the said Thomas Cubitt paid by the said Duke and also
in consow of 10^s paid to the said George Palmer by the said Duke He
the said George Palmer did bargain sell and release and He the said
Thomas Cubitt did grant bargain sell release and confirm unto the said
Duke A certain piece or parcel of Land situate on the West side of Lewes
Crescent in Kemp Town in the Parish of Brixham in the County
of Sussex therein after particularly described and also the Curcase Mofuage
or Tenement erections and buildings thereon erected and built standing &
being with the appurts To hold the same to the said Duke and his heirs
To such uses for such Trusts intents and purposes and with issue and subject
to such powers provisoes agreements and declarations as the s^d Duke sh^d by
Deed or Instrument in writing appoint and in default thereof to his
use for life with Remainder to the use of the s^d Benj^{am} Currey & his heirs
during the life of the said Duke In Trust Nevertheless for the said Duke with
remainder to the use of the heirs and assigns of the said Duke for ever

And whereas the Deeds mentioned in the Schedule hereunder written
relates as well to the heredit and premises conveyed to the said Duke as of
as to other property of the said Thomas Cubitt Mortgaged by him to the
George Palmer and it was agreed on the said Sale that the said
Deeds should remain in the Custody of the said George Palmer as such
Mortgagor but that he should at the request of the said Duke join with the said
Thomas Cubitt in a covenant for production thereof as hereinafter contained
Now this Indenture witnesseth that in pursuance of the said
agreement and in conson of the said purchase he the said Thomas Cubitt
for himself his heirs executors and assigns doth hereby covenant promise and
agree to and with the s^r William Spencer Duke of Devonshire his heirs
appointees and assigns That he his heirs and assigns shall and will from time
to time and at all times hereafter upon every reasonable request but at the
costs and charges of the s^r Duke his heirs appointees and assigns produce
and shew forth ^{in due & proper manner and their faith} unto the said Duke his heirs appointees and assigns or any
or either of them or their or his or her Counsel or Attorney or Agent or at
any Trial or Hearing in any Court of Law or Equity or on the execution
of any Commission for the examination of Witnesses or Elsewhere in
England as occasion may require the said Deeds whole and uncancelled
unless he shall be prevented from so doing by fire or other inevitable
accident and also shall and will at the like request costs & charges make
and deliver or cause and procure to be made and delivered to the said
Duke his heirs appointees and assigns or any of them true and attested
or other Copies or Extracts of the said Deeds for the evidencing maintaining
making out and defending the Right and Title of the said Duke his
heirs appointees and assigns to the said heredit & premises And the said

George Palmer doth hereby for himself his heirs exors and admors covenant
promise and agree to and with the s^d Duke W^m Spencer Duke of Devonshire
his heirs appointees and assigns that so long as the s^d Deeds shall remain
in his and their custody he his heirs and assigns shall and will in
like manner and at the like request costs and charges as hereinbefore
stipulated between the said Duke and the said Thomas Cubitt produce
or cause to be produced the said Deeds and in like manner and at
the like costs and charges as hereinbefore make or cause to be made
attested or other Copies or Extracts thereof for the said Duke his heirs
appointees and assigns for the purposes afo^r In witness &c^o

The Schedule above referred to

20th & 21st July 1827 } Indentures of Lease & Release of these dates the Release made between
Thomas Cubitt (therein described of Gray's Inn Road in the County of
Middlesex Builder) of the 1st part Edward Arthur (therein described
of Frederick Street Gray's Inn Road afo^r Gent) of the 2nd part & George
Palmer of Beauford Row in the said County of Midd^x Gent of the 3rd
part. —

Wm. W. W. W. W.

Wm. W. W. W. W.

Wm. W. W. W. W.

Wm. W. W. W. W.

Wm. W. W. W. W.

Wm. W. W. W. W.

Dated 5th February 1824

Mr Thomas Colth and
George Palmer Esq^r

to

The Duke of Devonshire

Copy
Sent of Government for the
Production of

2951

James Wilson
Esq^r Eaton Place
Bayswater Street