

6<sup>th</sup> May 1968

THE MAYOR ALDERMEN AND  
BURGESSES OF THE LONDON  
BOROUGH OF LEWISHAM

- and -

WILLINGS PCSTER ADVERTISING  
COMPANY LIMITED

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TENANCY AGREEMENT

- of -

land at junction of Duncombe Hill  
and Brockley Rise Lewisham

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13/-  
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A N A G R E E M E N T made the *Sixth* day of *May* One thousand nine hundred and Sixty-eight B E T W E E N THE MAYOR ALDERMEN AND BURGESSES OF THE LONDON BOROUGH OF LEWISHAM (hereinafter called "the Corporation") of the one part and WILLINGS POSTER ADVERTISING COMPANY LIMITED whose Registered Office is at 356/364 Grays Inn Road London W.C.1. (hereinafter called "the Company") of the other part

W H E R E A S:

- (1) The Corporation is the owner of the land at the junction of Duncombe Hill and Brockley Rise Lewisham shown coloured pink on the plan attached hereto (hereinafter called "the pink land") and has agreed to let part thereof to the Company at a rent of one shilling per annum
- (2) The Company is the owner of the land at the junction of Duncombe Hill and Brockley Rise Lewisham shown coloured green on the said plan (hereinafter called "the green land") and has agreed to let the same to the Corporation at a rent of one shilling per annum
- (3) The Company has agreed to remove its advertisement hoardings at present sited between the points shown on the said plan and thereon marked Y and Z
- (4) The Company has agreed to erect an advertisement hoarding on the pink land
- (5) The Corporation has agreed to layout the whole of the pink land and the green land as a public garden at an estimated cost of £650 and the Company has agreed to contribute the sum of £250 towards the cost of such laying out

N O W T H I S D E E D W I T N E S S E T H as follows:-

1. The Corporation lets and the Company takes ALL THAT piece or parcel of land at the junction of Duncombe Hill and Brockley Rise Lewisham between the points marked A and B being part of the land shown coloured pink on the said plan (hereinafter called "the new site land") TO HOLD the same unto the Company from the *Sixth* day of *May* One thousand Nine hundred and Sixty-eight for the term of THREE YEARS and thenceforth from year to year until the tenancy is determined as hereinafter provided yielding and paying therefor the yearly rent of one shilling exclusive of all rates taxes assessments and outgoings whatsoever
2. The Company lets and the Corporation takes ALL THAT piece or parcel of land at the junction of Duncombe Hill and Brockley Rise Lewisham shown coloured green on the said plan and herein referred to as the green land TO HOLD the same unto the Corporation from the *Sixth* day of *May* One thousand nine hundred and Sixty-eight for the term of THREE YEARS and

thenceforth from year to year until the tenancy is determined as herein-  
after provided yielding and paying therefor the yearly rent of one  
shilling exclusive of all rates taxes assessments and outgoings whatsoever

3. The Company agrees with the Corporation as follows:-

- (a) to remove the existing advertisement hoardings from the green land
- (b) to permit the green land to be laid out by the Corporation and used as a public garden
- (c) to pay to the Corporation the sum of Two hundred and Fifty pounds (£250) when the garden is completed as a contribution towards the cost of the laying out of the pink and the green land as a public garden
- (d) not to assign underlet or part with the possession of the new site land or any part thereof without the written consent of the Corporation
- (e) to use the new site land as an advertising station only
- (f) to erect and maintain to the satisfaction of the Corporation an advertisement hoarding on the new site land extending from the point A to the point B as shown on the said plan
- (g) to erect and maintain at its own expense and to the satisfaction of the Corporation throughout the term of this agreement close boarded fences seven feet high at the least at each end of the advertisement hoarding referred to in 3(f) above such fences to extend one from point A and one from point B on the said plan to the boundary of the adjoining property known as Number 5 Duncombe Hill thus enclosing the whole of the rear of the new site land
- (h) at the determination of the tenancy to remove all advertisement hoardings and fences erected upon the new site land and to deliver up the land cleared and levelled
- (i) not to exhibit on the new site land any advertisement which is in any way objectionable to the Corporation and to remove any such advertisement on request

4. The Corporation agrees with the Company as follows:-

- (a) to arrange for the layout of the pink and green land as a public garden in accordance with the design already agreed with by the Company such garden or any part thereof not to interfere with the visibility of the said advertisements.
- (b) not to assign underlet or part with possession of the green land or any part thereof without the written consent of the Company

(d) at the determination of the tenancy to deliver up the green land to the Company

5. The Company hereby agrees that the Corporation observing and performing the stipulations on its part herein contained shall peaceably hold and enjoy the green land during the tenancy without interruption by the Company or any person lawfully claiming under it

6. The Corporation hereby agrees that the Company observing and performing the stipulations on its part herein contained shall peaceably hold and enjoy the new site land during the tenancy without interruption by the Corporation or any person lawfully claiming under it

7. Provided always and it is hereby agreed as follows:

(a) Either party may determine the tenancy hereby created by giving to the other Twelve months previous notice in writing expiring at the end of the said term of Three years or thereafter at any time any such notice to be in respect of both the pink land and the green land and the new site land jointly but not severally

(b) The Corporation shall not allow to remain or be affixed any other poster or advertising matter than that of the Company or enter into any other contract for the display of signs carrying posters of other General Advertising matter upon any part of the pink or green land

(c) In the event of war riot civil commotion usurpation of power death of royalty or other national calamity or should any Association of Billposters refuse permission for the erection and/or user of the said advertisement hoarding either party shall have the right to terminate this agreement by giving to the other part One months notice in writing

(d) Any notice under this agreement shall be in writing and shall be sufficient if addressed to the Corporation if sent by pre-paid post to the Town Clerk at the Lewisham Town Hall and if addressed to the Company if sent by pre-paid post to the Secretary at the registered office of the Company

I N W I T N E S S whereof the Common Seals of the Corporation and the Company have been hereunto affixed the day and year first above written

THE COMMON SEAL OF THE MAYOR )  
ALDERMEN AND BURGESSES OF THE )  
LONDON BOROUGH OF LEWISHAM was )  
hereunto affixed in the )  
presence of:- )

*Alvin Herbert Smith*

Town Clerk

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