

1907.

VICTORIA.

LONDON COUNTY COUNCIL AGREEMENT.

RETURN to an Order of the *House*,
Dated 21st August, 1907, for—

A COPY of the Agreement between the Government and the London County Council in
connexion with the building lease of land required for the Agent-General's Offices.

(*Mr. Prendergast.*)

Ordered by the Legislative Assembly to be printed, 21st August, 1907.

[*Approximate Cost of Return.*—Preparation, not given ; Printing (550 copies), £3 10s.

By Authority :

J. KEMP, ACTING GOVERNMENT PRINTER, MELBOURNE.



MEMORANDUM OF AGREEMENT

Made this 21st day of June, 1907, between THE LONDON COUNTY COUNCIL (hereinafter referred to as the Council) of the one part and the Honourable JOHN WILLIAM TAVERNER of 142 Queen Victoria-street in the City of London Agent-General of the State of Victoria in the Commonwealth of Australia a Member of the Executive Council of the said State for and on behalf of such State (hereinafter referred to as the Lessee) of the other part.

WITNESSETH that it is hereby covenanted and agreed by and between the Council and the Lessee as follows that is to say—

1.

*

2. Upon exchange of this Agreement the Lessee for the purpose only of building and executing works in the manner and to the extent hereinafter stipulated may subject to the provisions of this Agreement enter upon and hold possession of the land hereby agreed to be leased but shall not use or allow to be used the said land or any part thereof for any other purpose whatsoever.

3. The said land is believed to be correctly described herein and to be correctly shown upon the plan hereto and the Lessee having viewed the same no error of description or measurement or misstatement or omission herein or in the said plan nor the existence in or over the said land or any part thereof of any right of light air way watercourse drainage support or other right or easement shall entitle the Lessee to be released from this Agreement or to compensation or abatement in rent but the Lessee shall take the land subject to all rights and easements (if any) now existing in or over the same.

4. The Lessee will maintain and if need be from time to time renew any shores struts or supports now existing on the said land which support or are intended to support any adjoining or adjacent land building or erection and will exercise all due care in the removal thereof and if necessary or proper from time to time supply additional or other adequate support to any such adjoining or adjacent land building or erection so that no damage may occur thereto and will keep the Council indemnified against all claims which may be made by the owners lessees or occupiers of any adjoining or adjacent land building or erection in respect of any loss or damage by reason or in consequence of the removal absence or weakening of support and against all costs charges damages and expenses incidental to or consequent on every such claim or any action or proceeding in respect thereof.

4a. The Council will at the expense of the Council construct prior to the grant of the Lease on the piece of land marked "Proposed thoroughfare" on the plan hereto adjacent to the said land a proper pavement and carriage way and also in continuation of such pavement a footway to facilitate communication between the Strand and Aldwych (such carriage way and pavement to have no greater gradient opposite the buildings to be erected by the Lessee than 1 in 40 measuring from the level of the pavement in the Strand) and the Council will keep the said carriage way pavement and footway in repair until the same shall be taken to by the Local Authority the Lessee

paying a fair proportion of the cost of maintenance of the said carriage way pavement and footway when constructed until the said thoroughfare shall be dedicated to the public and taken over by the Local Authority. Proper covenants to carry out these provisions shall be inserted in the Lease of the premises if the road or way shall not have been taken to by the Local Authority at the time the Lease is granted including a covenant by the Council to indemnify the Lessee against the expense of constructing paving and metalling the said road or way. Provided that the Council shall not be bound to continue the said road or way as a carriage way to Aldwych beyond a point opposite to the buildings to be erected by the Lessee.

5. The Lessee will build on the said land or on some part or parts thereof in accordance with the provisions hereinafter expressed a building or buildings of a substantial and permanent character and expend in so doing to the satisfaction of the Council a sum of not less than £5000.

6. The said building or buildings shall be built in such position and be of such class form elevation architectural and other proportions mode of construction and materials of such structural arrangement and general character and the portions of the said land not to be built on shall be laid out fenced paved or otherwise dealt with in such manner as the Council shall approve.

6a. The Lessee in connection with and as part of the building or buildings to be erected by him hereunder is to have the benefit free of charge of the two vaults and part of a third vault constructed by the Council under the pavement on the Strand frontage but is to brick off or otherwise effectually enclose the said portion of such third vault to the satisfaction of the Council's Architect and the Lessee may in connection with and as part of the said building or buildings construct vaults or cellars under the intended thoroughfare which is marked on the said plan "Proposed thoroughfare" where such intended thoroughfare abuts upon the land hereby agreed to be leased provided that such last-mentioned vaults or cellars be completed before any lease hereby agreed to be granted is executed and be constructed so that the walls of such vaults or cellars do not extend beyond 9 feet from the face of the wall of the building to be erected by the Lessee fronting upon the intended new thoroughfare and to the reasonable satisfaction of the Architect and at such depth not less than 2 feet below the surface of the pavement and of such strength to support that surface as he shall approve.

7. The Lessee shall within three calendar months from the date hereof submit to the Council for approval plans elevations sections and drawings of the said building or buildings to a scale of one-eighth of an inch to a foot drawn and figured in detail together with full specifications of the proposed construction of the said building or buildings and of the materials to be used and shall adopt such reasonable alterations in the said plans elevations sections drawings and specifications as shall to the Council seem fit and such plans elevations sections drawings and specifications with such alterations (if any) as aforesaid shall after examination thereof be signed by the Architect and also by the Lessee or by his authorised agent and be deposited in the Offices of the Council. Such documents so signed are hereinafter referred to as "the approved plans and specifications" and shall be binding both upon the Council and the Lessee but so nevertheless that the Council may if they think fit upon the application of the Lessee at any time before the completion of the works authorise or (if upon excavation for the foundations it shall be found necessary) require in writing signed by the Architect any additions to alterations in or omissions from "the approved plans and specifications" and any such authorised or required additions alterations or omissions shall be denoted on or by memoranda annexed to "the approved plans and specifications" and shall be binding upon the Lessee and the Council such requirements to be limited to questions of foundation.

8. The Lessee shall within four calendar months after "the approved plans and specifications" shall have been signed by the Architect commence the erection of the said building or buildings and will thenceforth continuously proceed with and will complete the erection thereof in a substantial and workman-like manner under the inspection of the Architect and in conformity with "the approved plans and specifications" and any additions to alterations in or omissions from the same authorised or required by the Council as aforesaid and otherwise in all respects to the satisfaction of the Council with all yards fences and appurtenances fit for occupation and use within the term of 18 calendar months from the date hereof. The Lessee shall conform to the requirements of all Statutes for the time being in force in relation to buildings within the Administrative County of London and to all by-laws and regulations for the time being in force under any of the same Statutes.

9. The Lessee will not without the previous written consent of the Architect execute any building work or excavation on the said land until "plans and specifications" shall have been approved by the Council as aforesaid.

10. The Lessee will not excavate any part of the said land to any extent beyond what is necessary for the erection of the said building and execution of other works to be executed by the Lessee under these presents and will not without the written consent of the Architect remove or permit to be removed from the said land or sell or dispose of any earth stone soil clay sand loam or gravel dug out from the said land except such as in the opinion of the Council it shall be necessary to remove for the erection of the said building or buildings and execution of other works and if the Lessee shall commit any breach of this clause he shall

forfeit and on demand pay to the Council as ascertained or liquidated damages for every cubic yard of earth stone soil clay sand loam or gravel so dug out removed or permitted to be removed or sold or disposed of the sum of fifteen shillings and the certificate in writing of the Architect shall be conclusive between the Council and the Lessee as to the quantity so dug out removed or permitted to be removed or sold or disposed of by the Lessee. The Lessee will fill in all excavations made in the said land and which will not be occupied by the said building or buildings or the foundations drains or fences thereof to the satisfaction of the Council and with such materials only as they shall approve.

11. The Architect and all officers of the Council authorised by him may from time to time and at all times enter upon the said land and into any building thereon or in course of erection thereon for the purpose of inspecting the same and any materials and things brought on the said land or taking any plans or drawings and of seeing that the terms of this Agreement have been or are being complied with by the Lessee and if the Architect or any officer so authorised by him shall find that any building erection or work or portion or portions of any building erection or work or the said land have not respectively been built erected laid out prepared or otherwise dealt with in all respects in conformity with "the approved plans and specifications" and any additions to alterations in or omissions from the same authorised or required as aforesaid and with this Agreement or otherwise to the satisfaction of the Council or that any materials used or brought on the said land are not in accordance with the approved specifications and any additions to alterations in or omissions from the same authorised or required as aforesaid and with this Agreement or otherwise to the satisfaction of the Council the Council may by notice in writing given or posted to the Lessee or left upon the said land require the Lessee forthwith to take down and remove the same building erection or work or portion or portions of a building erection or work or materials and to rebuild and make good the same building erection or work or portion or portions of a building erection or work in such manner and with such materials as shall be in conformity with the "approved plans and specifications" and any additions to alterations in or omissions from the same authorized or required as aforesaid or otherwise to the satisfaction of the Council within such time as the Council shall by notice require and if the Lessee shall fail to comply with any such notice within the time thereby limited the Council may (without prejudice to any other right or remedy of the Council against the Lessee and without relieving the Lessee from any liability penalty or forfeiture under this Agreement or otherwise or entitling the Lessee to any payment or compensation from the Council) take down and remove such building erection or work or portion or portions of a building erection or work or materials and provide other proper materials and employ workmen to rebuild and make good the said building or portion or portions of a building or work and the Lessee will on demand pay to the Council the cost incurred by them in so doing with interest thereon at the rate of £4 per cent. per annum from the date when the same shall be expended to the date of payment.

12. The Lessee will at all times during the erection of the said building or buildings keep the erected portions insured to the extent of two-thirds of their full value (the amount to be settled in case of dispute by the Architect) in the joint names of the Lessee and the Council in some insurance office to be approved in writing by the Council and shall when required produce to the Council the policy or policies of insurance and the receipts for the premiums and in default the Council may (but they shall be under no liability so to do) from time to time effect and keep up such insurance in such office or offices and to such amount or amounts as they may think convenient and the Lessee will on demand repay to the Council all sums expended by them in so doing. In case a fire shall at any time occur the Lessee will rebuild or reinstate the said building or buildings or the part or parts thereof destroyed or damaged in all respects in conformity with "the approved plans and specifications" and any additions to alterations in or omissions from the same authorised or required as aforesaid and with this Agreement or otherwise to the satisfaction of the Council and under and subject to all such conditions and stipulations as are herein expressed with respect to the said building or buildings required to be originally built as aforesaid. All moneys recovered under any such insurance as aforesaid shall be expended in rebuilding or reinstating the said building or buildings or such part or parts thereof as shall have been destroyed or damaged by fire and the Lessee shall make good any deficiency. The Architect shall in the event of any fire happening as aforesaid in writing under his hand grant to the Lessee such (if any) extension of the period limited by the 8th Clause hereof for the completion of the said building or buildings as the Architect may think fit and this Agreement shall thereupon and thenceforth be construed and have effect in all respects as if such extended period (if any) had been originally inserted in the 8th Clause hereof instead of the period therein inserted but otherwise the occurrence of any such fire as aforesaid shall in nowise take away or alter the obligations or liabilities of the Lessee under this Agreement. All rents payable by the Lessee shall continue to be paid as if no fire had happened.

13. The Lessee will not build or erect or allow to be built or erected or to stand or to be in or upon the said land or any part thereof any building or erection or part of a building or erection whatsoever except such as shall be built or erected in accordance with the provisions of this Agreement. The Lessee shall take the said land subject to the liability under the Building Acts to the owner (whether the Council or not) of any party wall erected or to be erected on the boundaries of the said land in respect of the erection or use of such party wall but as regards party walls generally the Lessee shall be at liberty to construct half of the party walls on the north and east sides of the said land on land of the Council the Lessee undertaking to allow the use of the whole or any part of the said party walls by the Council their lessees or tenants of adjoining land on payment in accordance with the provisions of the London Building Act 1894 or any Statutory modification thereof.

14. Any relic article or thing whatsoever of antiquity rarity or value which may be found or discovered in or upon or under any

part of the said land or any buildings thereon shall belong to the Council and be delivered up by the Lessee to the Council and immediately upon the finding or discovery of any such relic article or thing the Lessee shall give notice thereof to the Architect and will afford all reasonable facilities to the Council to remove the same.

15. The Lessee shall be at liberty prior to the grant of the Lease to use or allow to be used the said land or any part thereof or any building or erection thereon or any hoarding pallsade scaffolding lifts machinery instrument posts poles boards or things erected for or employed in or in connection with the erection of the said building or buildings or any materials or thing placed or brought on the said land for advertising purposes or for displaying any advertisement or notice of any kind except such advertisements or notices as in the opinion of the Council may be objectionable but the Lessee shall not use or allow to be used the said premises or any part thereof for displaying any advertisement or notice which the Council shall notify to the Lessee that they consider objectionable and for every breach of this clause the Lessee will forfeit and on demand pay to the Council the sum of £10 and also for every day after the first during which such breach shall continue a further sum of £5 such sums to be recovered by the Council as and for liquidated damages but without prejudice to any other right or remedy of the Council against the Lessee for any breach of this clause.

16. Upon a certificate in writing signed by the Architect that the said building or buildings has or have been completed in carcass by the Lessee and roofed in in conformity with "the approved plans and specifications" and with this Agreement or otherwise to the satisfaction of the Council the Lessee will accept and upon payment by the Lessee of all sums payable to the Council by the Lessee under this Agreement the Council will if the Lessee shall not under this Agreement have forfeited his right to the same grant to the Lessee a Lease for 99 years from the 29th day of September 1907 of all that piece of land situate in the Parish of St. Clement Danes in the County of London having a frontage on the Strand of 25 feet or thereabouts and a return frontage to an intended public thoroughfare of 65 feet or thereabouts including the vaults constructed and the vaults or cellars authorised to be constructed as hereinbefore provided and a right of way over and along the said intended thoroughfare when constructed in accordance with Clause 4a hereof as the same piece of land is delineated in the plan hereto and thereon coloured pink together with the building or buildings built by the Lessee thereon at the rent of a peppercorn for the first year of the term at the rent of £218 10s. 0d. for the second year at the rent of £437 for the third year at the rent of £655 10s. 0d. for the fourth year and at the yearly rent for each subsequent year of £874 and the Council will if required by the Lessee grant and the Lessee will if required by the Council accept separate Leases of separate parts of the said land at such apportioned yearly rents making together the aggregate yearly rent as the Council shall approve but neither the Council nor the Lessee shall be entitled to require a separate Lease to be granted of any part of the said land on which part only of

one entire message or building shall have been built or of any part of the said land on which no building shall have been built. All rents shall be payable quarterly on the usual quarter days without any deduction or abatement except the Landlord's property tax. All rates taxes impositions and outgoings whatsoever (except the Landlord's property tax) payable by either Landlord or Tenant in respect of the said land or the buildings thereon shall as between Lessor and Lessee be paid by the Lessee but subject and without prejudice to the rights of the Council under the stipulation hereinbefore contained the said stipulation shall not be construed as a waiver by the Lessee of such rights of exemption (if any) enjoyed or claimed by the Government of the State of Victoria as such in respect of rates and taxes. The Leases and Counterparts shall be prepared by the Solicitor to the Council and the Lessee will execute and deliver to the Council the Counterparts and will pay to the Council for the preparation of each Lease and Counterpart the actual disbursements in connection therewith. Each Lease shall be in the form hereto annexed with such modifications only (if any) as the special character of the building or buildings built on the land to be comprised in such Lease shall render necessary or proper and in case any dispute shall arise as to the nature or extent of any such modifications or whether any such ought to be made such dispute shall be referred to the senior Conveyancing Counsel for the time being of the Chancery Division of the High Court of Justice who shall settle the draft of such Lease on behalf of both parties and his decision and the draft settled by him shall be binding on the Council and the Lessee and the fees paid to such Counsel shall be paid as he shall direct.

17. The Lessee will until the granting of the said Lease or Leases pay the rent and observe and perform the covenants and conditions (so far as the same may be applicable) to be reserved and contained in such Lease or Leases when granted as if the said Lease or Leases had been actually granted and the Council shall have and may use and exercise all the rights powers authorities and remedies which they would have had or might have used or exercised under the said Lease or Leases as fully as if the same had been actually granted and in addition and without prejudice to any other rights powers authorities and remedies vested in or exercisable by them under this Agreement.

18. The Lessee will not in respect of the said land or any building or erection thereon without the licence of the Council under their seal first obtained apply for or allow any application to be made for any licence for the sale of beer wine cider spirits or other intoxicating liquor to be drunk on the premises or use or allow to be used such land building or erection for the carrying on therein of the trade of a publican or licensed victualler.

19. The Lessee will not without the previous licence of the Council under their seal assign or part with either in whole or in part this Agreement or the benefit thereof or assign or underlet or (except under and subject to this Agreement and for the purpose of carrying out the same) part with the possession of the said land or any part thereof.

20. The Council shall not be required to furnish any abstract of their title to the said land

or to produce or covenant to produce any title deeds or evidence of title or to acknowledge the right of the Lessee to production thereof or to give any undertaking for the safe custody thereof or to furnish any evidence of their right to grant the said Lease or Leases and no objection whatsoever shall be made by the Lessee to the title of the Council or to their right to grant the said Lease or Leases.

21. If the Lessee shall not within the times (if any) for those purposes respectively limited in this Agreement and which times are for the purposes of this clause to be considered as of the essence of the contract submit for approval (Clause 7) proper plans elevations sections drawings and specifications of the said building or buildings or commence (Clause 8) the erection of the said building or buildings or expend (Clause 5) in the erection and completion of the said building or buildings the minimum sum specified in the 5th Clause or completely finish (Clause 8) the said building or buildings fit for immediate occupation and use or if the Lessee shall (Clause 2) use or allow to be used the said land or any part thereof for any purpose whatever other than for building and executing works thereon in the manner and to the extent in this Agreement stipulated or if the Lessee shall (Clause 13) build or erect or allow to be built or erected or to stand or be on the said land or any part thereof any building or erection or part of a building or erection whatsoever except such as shall be built or erected in accordance with the provisions of this Agreement or if the Lessee shall (Clause 19) without having first obtained the consent of the Council under their seal assign or part with either in whole or in part this Agreement or the benefit thereof or assign or underlet or (except under and subject to this Agreement and for the purpose of carrying out the same) part with the possession of the said land or any part thereof or if the Lessee shall fail to pay to the Council within 28 days after the same shall have accrued due any quarterly payment of rent whether previously demanded or not and the Council may by resolution under their Common Seal put an end to this Agreement and thereupon resume possession of the said land or of any part thereof not already leased and appropriate as absolute owners all buildings and parts of buildings then standing thereon and all building and other materials and things then remaining thereon and relet the said land or any part thereof not already leased and otherwise deal with the same as fully in all respects as if this Agreement had never been made but without prejudice to the right of the Council to recover any arrears of rent or other sums then due from the Lessee under this Agreement and without prejudice to all other rights and remedies which the Council might otherwise have for the breach of this Agreement.

22. The expressions "the Council" and "the Lessee" wherever the same occur in these presents shall unless the context shall otherwise require respectively include the successors and assigns of the Council and the executors administrators and permitted or accepted assigns of the Lessee and the expression "the Architect" means the person for the time being holding such office under the Council and includes any persons or person for the time being appointed by the Council to discharge the duties of such office.

23. If any dispute shall arise between the Council and the Lessee (except as to workmanship and as to the quality of any materials or things brought upon or used on the said land and building as to which the decision of the Architect shall be final) as to any matter connected with the said land or the building or buildings thereon which matter is not provided for by "the approved plans and specifications" for the time being binding upon the Council and the Lessee or by these Conditions or Conditions of Approval or as to whether any such matter is or is not so provided for

or as to the manner in which the same is provided for every such dispute subject as hereinafter mentioned shall if it arise before the plans and specifications have been approved be decided by the Architect and if it arise thereafter be decided by an Arbitrator to be appointed by the Council and Lessee and failing agreement to be decided by two Arbitrators one to be appointed by each party and in the event of the two Arbitrators differing to be decided by an Umpire to be chosen by them and the decision of the sole Arbitrator joint Arbitrators or Umpire as the case may be shall be final and binding on both parties.

In witness whereof the Council have hereunto caused their Common Seal to be affixed and The Honourable John William Taverner as such Agent-General as aforesaid has hereunto set his hand and seal the day and year first before written.

Sealed by Order.

G. L. GOMM,
Clerk of the Council.

(L.S.)

Signed Sealed and Delivered by the before-named The Honourable John William Taverner Agent-General of the State of Victoria in the presence of

J. W. TAVERNER,
Agent-General for Victoria. (L.S.)

Henry Kerby,
1 Adam-street,
Adelphi, Strand,
London,
Solicitor

HOLBORN TO STRAND.

GOVERNMENT OF VICTORIA, AUSTRALIA.

