



Kantoor van die Eerste Minister
Prime Minister's Office.

Goewerneur-Raad Uitvoerende Raad	Approved by Executive Council
Minuut/Minutes No.	
1954	
5-8-1954	
D.P. Visser	
Ministers het die eer	Clerk of the Executive Council

MINUUT NO.

Ministers het die eer om Sy Eksellensie die Goewerneur-generaal in kennis te stel dat die Regering van die Unie van Suid-Afrika graag 'n ooreenkoms met die Regering van die Verenigde Koninkryk wil aangaan betreffende die huur van sekere geboue en die grond waarop die geboue staan te Tristan da Cunha.

Ministers het die eer om Sy Eksellensie verder te verwittig dat 'n konsep-ooreenkoms voorgelê is, en dat die Regering van die Unie van Suid-Afrika die terme daarvan nagegaan het en met die bepalings daarin vervat instem.

Ministers wens gevolglik aan te beveel dat dit Sy Eksellensie mag behaag om goedkeuring aan Sy Edele die Eerste Minister en Minister van Buitelandse Sake te verleen om die huurkontrak namens die Regering van die Unie van Suid-Afrika te bekragtig.

'n Afskrif van die betrokke ooreenkoms word vir die inligting van Sy Eksellensie aangeheg.

D.F. Malan

B. Jansen
5-8-1954

I.D.J.

act

Dr.



THIS LEASE made the _____ day of _____
 One thousand nine hundred and fifty-four
BETWEEN THE CROWN AGENTS FOR THE COLONIES whose offices
 are at No. 4, Millbank in the City of Westminster, England,
 (hereinafter called "the Crown Agents") acting for and on
 behalf of the GOVERNOR OF TRISTAN DA CUNHA (hereinafter called
 "the Governor") of the one part and the MINISTER OF EXTERNAL
AFFAIRS for and on behalf of the GOVERNMENT OF THE UNION OF
SOUTH AFRICA (hereinafter called "The Lessee") of the other
 part

WITNESSETH as follows:-

1. IN consideration of the covenants by the Lessee herein-
 after contained the Governor hereby demises unto the Lessee
ALL THOSE pieces of land upon which have been erected the
 buildings forming what was formerly used as a Naval Station
 at Tristan da Cunha with the Meteorological Station and
 Wireless Telegraphy Station shown on the plan hereto annexed
 and thereon numbered 5, 8 and 9 (including therein the
 verandahs erected thereon) and 28-34 (inclusive) and the
 building used as an oil store recently erected shown on the
 said plan and thereon numbered 37 TOGETHER with the free right
 of passage at all times and for all purposes to and from the
 said demised premises or any of them in common with the other
 persons having the like right but subject to all rights and
 easements or reputed easements belonging to or usually enjoyed
 with any adjacent property TO HOLD the premises hereby demised
 unto the Lessee from the first day of January One thousand
 nine hundred and fifty-four for the term of Ninety-nine years
PAYING THEREFOR yearly during the said term the rent of Five
 Shillings to be paid if demanded without any deduction in
 advance on the First day of January in every year the first
 of such payments to be made on the First day of January One
 thousand nine hundred and fifty-four

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2. AND the Lessee hereby covenants with the Governor in manner following that is to say:-

- (a) That the Lessee will during the continuance of the term hereby granted pay if demanded the said yearly rent hereinbefore reserved and made payable at the times and in the manner at and in which the same is made payable without any deduction
- (b) And also will from time to time and at all times during the said term pay and discharge all rates taxes duties charges easements and outgoings whatsoever which are now or may at any time hereafter be assessed charged or imposed upon or payable in respect of the said premises
- (c) And also will from time to time and at all times during the said term keep the buildings erected on the demised premises and all additions thereto and the walls fences vaults roads sewers drains and appurtenances in a reasonable state of repair
- (d) And the said pieces of land hereby demised at the expiration of the said term quietly yield up unto the Governor with the buildings thereon in such reasonable state of repair together with all improvements additions and fixtures added thereto during the said term
- (e) And also will permit the Governor or his agents at any time to enter the buildings erected on the said premises and to examine the state of repair and condition thereof and will repair and make good all defects of which notice in writing shall be given by or on behalf of the Governor to the Lessee within three calendar months after the giving of such notice
- (f) And also that it shall be lawful for the Governor or his agents or workmen and for the tenants or occupiers

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of the adjoining premises at any time or times during the said term at reasonable hours in the daytime to enter upon the buildings erected on the premises hereby demised or any of them for executing repairs or alterations upon such adjoining premises making good to the Lessee all damage thereby occasioned

- (g) And that in case of the destruction or damage of the buildings erected on the said premises or any of them by fire will rebuild and reinstate the same provided that the Lessee shall not be liable to make good any damage caused otherwise than by the acts or defaults of its employees
- (h) And also will not do anything which will interfere with the reasonable amenities of any adjoining or neighbouring buildings
- (i) And also will not assign transfer or underlet or part with the possession of the said premises or any part thereof without the previous consent in writing of the Governor or any person authorised by him in that behalf

3. AND the Governor hereby covenants with the Lessee that the Lessee paying the rent hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on his part to be performed and observed shall and may peaceably and quietly hold and enjoy the said premises hereby demised during the term hereby granted without any lawful interruption or disturbance from or by the Governor or any person or persons rightfully claiming under or in trust for him

4. THE Governor hereby agrees that within a reasonable time after receipt of written notice to that effect from the Lessee he the Governor will demise unto the Lessee further building or buildings shown on the said plan and to be selected by the

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Governor or some person authorised by him in that behalf to provide quarters either for one married couple or for two single persons and thereupon the said additional buildings shall be included in this demise as though referred to and specified therein

5. NOTWITHSTANDING anything contained in this Lease the Governor shall take into consideration transport and other difficulties and shall grant an extension of the time stipulated or waive the relative conditions of this Lease in the event of the Lessee showing that the costs to fulfil such conditions will be unreasonable in relation to the value of the service

6. THE Crown Agents for the Colonies and the Governor enter into this Lease in their official capacities and neither they nor any person on their respective staffs shall personally be in any way liable for or in respect of any matter or thing hereby made obligatory on the Governor

I N W I T N E S S whereof SIR GEORGE FREDERICK SEEL, K.C.M.G. one of the Crown Agents for the Colonies and the Lessee have hereunto set their hands and seals the day and year first before written

SIGNED SEALED AND DELIVERED by)
 Sir George Frederick Seel, K.C.M.G.)
 one of the Crown Agents for the) (Sgd) G.F. Seel.
 Colonies in the presence of :-)

Name - F.C. Twyman,

Address - 4 Millbank, London, S.W. 1.

Occupation - Civil Servant.

P.O.S.