



DEED OF LEASE

made and entered into by and between the

CITY COUNCIL OF JOHANNESBURG

(hereinafter referred to as "THE COUNCIL")

herein represented by

CHARLES JAMES HENRY PATMORE

in his capacity as Mayor of Johannesburg, he being duly authorised hereto by virtue of a Resolution passed at a meeting of the Council's Special Traffic Committee on 11th August, 1954, approved by the Finance Committee on 17th August, 1954, and in terms of Standing Order No. 146, promulgated by Administrator's Notice No. 670, dated 25th July, 1951, of the one part; and

THE BAFTU MEN'S SOCIAL CENTRE

(hereinafter referred to as "THE LESSEE")

herein represented by

Ray Edmund Killeen

in his capacity as Secretary under authority of a Resolution passed at a meeting of the Committee of the lessee held at Johannesburg on the 14th day of October, 1954.

IT IS HEREBY AGREED:

1. THAT the COUNCIL lets to the LESSEE who hereby takes in hire from the COUNCIL a certain tennis court situated in the South-Eastern corner of the old Police Sports Ground, laid out on Portion 9 of Portion K of the Farm Turffontein No. 21, district Johannesburg.
2. THAT the lease shall be for an indefinite period commencing on the date hereof and shall be terminable after the expiry of 3 (THREE)

:- months'

[Handwritten signatures and initials]

months' notice in writing given by the one party to the other.

3. THAT the LESSEE shall pay ^{to} the COUNCIL during the currency of this lease an annual rental of 1/- (ONE SHILLING), payable in respect of the first year of the lease, immediately on the signature hereof and for each succeeding year, in advance, on the same date in such year. All payments shall be made to the City Treasurer, Johannesburg, or at such other place as the COUNCIL may direct, free of exchange or any other deductions.
4. THAT the tennis court shall be used for this purpose by residents at the Bantu Men's Social Centre and their guests and for no other purpose and by no other persons whatsoever.
5. THE LESSEE shall maintain the surface of the tennis court hereby leased in a hard and level condition and shall regularly water, roll and mark the same. The LESSEE shall also regularly maintain the fence and gate to the tennis court and keep the precincts in a neat and tidy condition free of rubbish and other litter. The court shall be subject to inspection at all reasonable times by the Council's duly authorised officials, workmen and agents.
6. THE LESSEE shall not permit any person to walk on the court with footwear capable to damage the surface thereof and the LESSEE shall ensure that play progresses with as little interference with the amenities of the neighbourhood as possible. In particular, the LESSEE shall not permit natives not resident at the Bantu Men's Social Centre from congregating in the precincts of the court so as to constitute a nuisance.
7. THAT the LESSEE hereby agrees to indemnify and hold the COUNCIL harmless in respect of all loss, costs and damages that may in any way be incurred by the COUNCIL and in respect of all claims which may be made against the COUNCIL by third parties by reason of or

:- in

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in any way arising out of the exercise of the rights hereby granted, as also in respect of all legal or other expenses that may be incurred by the COUNCIL in examining, resisting or settling any such claims.

8. THAT in the event of the non-payment of the rent or in the event of the LESSEE committing any breach whatsoever of the terms and conditions of this lease, the COUNCIL shall have the right forthwith to declare this agreement cancelled and at an end, without any notice thereof being required and the COUNCIL shall have the right immediately to re-enter upon and take possession of the tennis court and shall further be entitled to prohibit any person claiming any right of access to the court, from gaining access to the same. Any such cancellation shall in no way prejudice any claim which the COUNCIL may then or thereafter have against the LESSEE for any rent due or for damages or for any such breach of any of the terms and conditions hereof, and the COUNCIL shall in no wise be liable to compensate the LESSEE for any damages it may suffer by reason of any such cancellation.
9. ANY building erected or improvement effected by the LESSEE on or to the court or its precincts shall, in the event of this agreement being cancelled or terminated for any reason whatsoever, shall be removed forthwith and the court shall be restored to the COUNCIL in the condition it was in before any such buildings were erected or improvements effected. The COUNCIL shall, however, in its discretion, have the right to purchase from the LESSEE any or all of such buildings and improvements upon payment of a price to be mutually agreed upon between the COUNCIL and the LESSEE, or failing such agreement to be fixed by arbitration in the manner provided by law.
10. THE LESSEE chooses domicilium citandi et executandi at 223 Eloff

Street Extension, Johannesburg.

11. THAT the LESSEE shall pay the stamp duty payable on this Lease in duplicate.

THUS DONE AND SIGNED on behalf of the COUNCIL at Johannesburg on this the 28th day of October, 1954.

AS WITNESSES:

1. W. Buckles
2. Laneta D. Solosh

[Signature]
MAYOR.

THUS DONE AND SIGNED on behalf of the LESSEE at Johannesburg on this the 18th day of October, 1954.

AS WITNESSES:

1. [Signature]
2. [Signature]

[Signature]
BANTU MEN'S SOCIAL CENTRE

SOUTH AFRICAN POLICE.



SUID-AFRIKAANSE POLISIE.

P.O. Box } 1149.
Postbus }

Telegraphic Address } "POLICE"
Telegramadres }

Office of the District Commandant,
Kantoor van die Distrikskommandant,
Johannesburg.

6/1/1954.

The Hon. Treasurer,
B.M.S. Centre,
P.O. Box 1331,
JOHANNESBURG.

Dear Sir,

RENT : SOUTH EAST CORNER: CENTRAL POLICE
SPORTS GROUNDS.

In returning your cheque for 1/- being rent for the year 1954 in respect of the South Eastern Corner of the old Central Area Police Sports Grounds, Rissik Street South, I have the honour to inform you that the Johannesburg Municipality took over the sports grounds from the South African Police on 1/8/53.

Yours faithfully,

Lieut. Colonel,
DISTRICT COMMANDANT : JOHANNESBURG.
WJH/JVS.

--- 0754
--- 1331

8th January, 1954.

The Manager,
Non-European Affairs Department,
P.O. Box 5382,
JOHANNESBURG.

Dear Sir,

RENT: SOUTH EAST CORNER: CENTRAL POLICE
SPORTS GROUND

The following is a copy of a letter dated 6th
January 1954 from the S.A. Police:-

"In returning your cheque for 1/- being rent for
the year 1954 in respect of the South Eastern Corner of
the old Central Area Police Sports Grounds, Rissik Street
South, I have the honour to inform you that the Johannes-
burg Municipality took over the sports grounds from the
South African Police on 1/8/53."

Please inform me whether we could now pay the
rent to your Department and what the charge will be in
future. AS you are probably aware, we already pay Rentals
totalling £1. 4. 0. annually each July for the use of
certain pieces of land.

Yours faithfully,

BMSC/DGF.

Hon. Treasurer.



No. K^H 97640

4/1 1954

The Standard Bank of South Africa Limited.

(WITH WHICH IS INCORPORATED AFRICAN BANKING CORPORATION LIMITED.)
 (REGISTERED AS A COMMERCIAL BANK)

460

COMMISSIONER STREET, JOHANNESBURG (T.V.I.) (6-122)



Pay District Commandant, S.A. Police *or* *Beaters*

the sum of one shilling _____

BANTU MEN'S SOCIAL CENTRE,

L _____ *&*

B. Mac Mudey
 CHAIRMAN OR SECRETARY ~~HON. TREASURER~~

City of
Johannesburg



Stad
Johannesburg

NON-EUROPEAN AFFAIRS DEPARTMENT
AFDELING NIE-BLANKE-SAKE

Telephone } 33-3322/4
Telefoon }

Kindly address all
communications to the Manager.

Adressee asb. alle mededelings
aan die Bestuurder.

Ref. No. } N.A. 191/7.
Verwys No. }

409/512, His Majesty's Buildings/Gebou,

Eloff St./Eloffstr.,

P.O. Box 5382,
Posbus

JOHANNESBURG.

25 JAN 1954

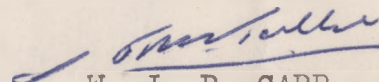
Hon. Treasurer,
Bantu Men's Social Centre,
P.O. Box 1331,
JOHANNESBURG.

Dear Sir,

RENT : SOUTH EAST CORNER : CENTRAL POLICE
SPORTS GROUND.

With reference to your letter of the 8th January,
I have to advise you that the former Police Sports Ground
is under the control of the Traffic Department. I have
referred your communication to the Chief Traffic Officer
who no doubt will reply to you direct.

Yours faithfully,


W. J. P. CARR.
MANAGER.

DFH/RMC.

City of
Johannesburg



Stad
Johannesburg

P.O. Box
Posbus } 1450

Telephone
Telefoon } 34-1111

BC/PF.

City Treasurer's Department
Stadstesouriersafdeling

5th March, 1954.

The Hon. Treasurer,
Bantu Men's Social Centre,
P.O. Box 1331,
JOHANNESBURG.

Dear Sir,

LEASE OF TENNIS COURT : SOUTH EAST CORNER :
CENTRAL POLICE SPORTS GROUND.

With reference to your letter of the 8th January, 1954, addressed to the Manager, Non-European Affairs Department, and passed to me for attention, I have to inform you that the old Police Sports Ground has not been transferred to the Council as yet, although it is being used for municipal purposes.

In the circumstances, I am unable to refer to the Title Deeds to ascertain whether or not there is a lease in existence or if it is being ceded to the Council. It would be appreciated if you could offer any information in this respect.

Alternatively, I would suggest that you make an application to the Council for the grant of a lease on the same terms as your agreement with the South African Police. Upon receipt of your application, it will be placed before the relative Committee for decision.

I regret the delay in replying to your letter, which is due to enquiries regarding the Title Deeds.

Yours faithfully,

I.Q. HOLMES,
CITY TREASURER.

*Sgt. Joubert
93-5721.*

[2 o'clock 93-2-1691.]

Head Const Kruger.

Per:

Cowie

---0754
---1331

23rd March, 1954.

REF: BC/PF

The City Treasurer,
P.O. Box 1450,
JOHANNESBURG.

Dear Sir

LEASE OF TENNIS COURT: SOUTH EAST CORNER,
CENTRAL POLICE SPORTS GROUND

We acknowledge receipt of your letter of the 5th inst., and have to advise you that we have searched both our files and those of the S.A. Police, and are unable to find any lease or record of lease between ourselves and the S.A. Police. As far as we know, the Title Deeds have been sent from Pretoria to Johannesburg, we presume for transfer.

Under the circumstances therefore we are unable to apply for a lease from the Municipality on the same terms as our agreement with the S.A. Police. We suggest, therefore, that a new agreement be entered into, and we would be pleased to hear from you further in this connection.

Yours faithfully,

Hon. Treasurer.

BMSC/DCF.

City of
Johannesburg



Stad
Johannesburg

P.O. Box } 1450
Posbus }
Telephone } 34-1111
Telefoon }

BC/MJ.

City Treasurer's Department
Stadstesouriersafdeling

20th April, 1954.

The Hon. Treasurer,
Bantu Men's Social Centre,
P.O. Box 1331,
JOHANNESBURG.

Dear Sir,

LEASE OF TENNIS COURT : SOUTH EAST CORNER,
CENTRAL POLICE SPORTS GROUND.

In reply to your letter of the 23rd March, 1954, I have to advise you that I will now discuss the matter with the Chief Traffic Officer, with a view to obtaining the Council's authority to enter into a new lease.

Yours faithfully,

I.Q. HOLMES,
CITY TREASURER.

Per:

City of
Johannesburg



Stad
Johannesburg

WB/AS

P.O. Box
Posbus } 1049

Tel. 34-1111 } Municipal Exchange
 } Munisipale Telefoonburo

Ref. No. } 41/11/2
Verw. Nr. }

Please ask for/Spreek asseblief
Mr./Mnr. Berry

Office of the Town Clerk
Kantoor van die Stadsklerk
JOHANNESBURG
15 NOV 1954

The Chairman,
Executive Committee,
Bantu Men's Social Centre,
Eloff Street South,
JOHANNESBURG.

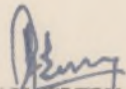
Sir,

LEASE OF TENNIS COURT : BANTU MEN'S SOCIAL CENTRE.

I have your letter of 16th October, 1954, with enclosures.

....
I return one copy of the Lease signed by the Mayor for your records.

I am,
Your obedient servant,


TOWN CLERK.

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