

IN THE MAGISTRATE'S COURT  
FOR THE DISTRICT OF MAPEKING  
HELD AT MAPEKING.

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Case No. 64/1925.

Between

JAMES FLEMING

Plaintiff

And

W. G. BERNARD

Defendant.

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P L E A .

(1) Defendant admits paragraphs (1) (2) (3) and (4) of the particulars contained in Plaintiff's summons, <sup>but</sup> in regard to paragraph (2) states that the lease was originally granted to one H. Siddons, who ceded the same to the Late Walter Middleton Wirsing, and that subsequently it was ceded by the Estate of the said W. M. Wirsing to Defendant.

(2) In or about June or July 1915, the said John ~~Kewkska~~ Bakoloping Montsica the then owner of the said farm granted Defendant <sup>a</sup> renewal of the said lease for a further period of ten years from the 1st April, 1920.

(3) By reason of the said renewal and in terms of the said lease Defendant had at the time Plaintiff  
acquired.....

acquired John Montsioa's rights and still has the right to occupy the said farm up to and until the 30th day of March 1930.

(4) Defendant denies paragraph (5) of the particulars and stated that in terms of the said cession, <sup>to Defendant</sup> of the said lease rent is payable annually in advance on the 1st day of April in each and every year.

(5) Defendant further states that in or about the months of June or July 1915, prior to the date on which Plaintiff acquired his rights, the said John Montsioa agreed to take over certain improvements consisting of a borehole and windmill to be put down and erected by Defendant as and in lieu of rent for the ten years commencing on the 1st April, 1920; and that such improvements were effected by Defendant in or about April 1916.

(6) By reason of the foregoing Defendant denies that rent is in arrear as alleged or that Plaintiff has the right to eject him before the expiration of the said period of renewal of the said lease.

WHEREFORE Defendant prays that Plaintiff's summons may be dismissed with costs.

COUNTERCLAIM.

ALTERNATIVELY if Defendant's Plea is

not.....

not upheld but not otherwise Defendant (now Plaintiff in reconvention) states:-

(1) That in or about the month of April 1916 a borehole was put down and a windmill erected by the Plaintiff in reconvention on the said farm with the said John Montsioa's consent, and that such borehole and windmill cost Plaintiff in reconvention £235.0.0.

(2) That certain other improvements, namely a dwelling house, the material from which the same was built being valued at £200, and fencing to the value of £50 were made on the said farm with John Montsioa's consent, both by previous lessees and by Plaintiff in reconvention.

(3) That rates and taxes amounting to £15.5.11 for the years 1916, 1917, 1918, 1919 and 1922 were paid by Plaintiff in reconvention although there was no obligation upon him to do so.

In order to bring the claim within the jurisdiction of the Court, Plaintiff in reconvention reduces his claim to £200, abandoning the sum of £300.3.11.

WHEREFORE Plaintiff in reconvention claims payment of the sum of £200 as and for compensation in respect of improvements effected and rates and taxes paid by him on the said farm.

Dated.....

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Dated at MAFEKING this 10th day of March 1925.

DE KOCK & DE KOCK

Defendant's Attorneys.

MAFEKING.

Messrs Minchin & Kelly,  
*Attorneys*  
Plaintiff's Defendants

MAFEKING.

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