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Mayville, N. Y. July 27th, 1908.

Monday a. m.

Dear Judge Vandusen:

I am having a little controversy with my tenant, Mr Waite as to what is meant by the "care of the furnaces" and of the lawn, by which as you will see by the lease which I enclose, he was to pay a part of his rent. I was not at all satisfied with the care he gave to the lawn last summer, but as everything in the back part of the lot was in such a state of neglect and confusion, I thought he did not have much incentive to be particular about the front lawn, so let his work pass with an occasional jog to do this or that that I thought he had neglected. His care of the furnaces was such that my coal bill amounted to over \$211. -- besides the 5 tons he was to furnish, and he burned out one of the grates by neglecting to take out the ashes for which to replace I had to pay \$12. This was more than I could stand, but still I bore with it mildly protesting however last spring -- that is a year ago -- I called his attention to the fact that "the care of the furnaces" meant that they should be thoroughly cleaned out after the fires were out for the summer and saw that he did it. This cleaning out of the furnaces is considered a very essential part in the running of these, as given in the directions, nailed up on a post beside each furnace in the cellar, as the accumulations of soot and sulphur rot out the pipes. I was not here in the spring but not thinking it was necessary to look after Mr Waite as if he were a 10 year old boy who was working for me, I only found out on Thursday last that he had not touched the furnaces, leaving them more than three months in the state they were in when the fires were out, thus causing much damage to my property. He made a great fuss about mowing the new lawn at the back and utterly refused to cut down a great crop of weeds under the trees, saying it was "not in the

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contract". When he does mow the lawn which he does in a very sloppy manner, never giving more than an hour and a half to it, he leaves the grass without being raked up which as he will not mow it but once a week is often very high and the lawn will look so untidy that I am ashamed of it. I have had to hire a boy to rake up the grass and cut the grass from the side of the walks and about the house several times. I have paid out about \$5.00 in cash for the care of the premises this summer for work which certainly belongs to Mr Waite to do, and I am getting tired of this sort of business. When I found out about the furnaces on Thursday, I wrote him the note which you will find enclosed as "Exhibit 1". His reply is "Exhibit 2." My reply to him of today is "Exhibit 3." When I learned about his neglect of the furnaces it was "the hair that broke the camel's back." I am tired of the continual annoyances he gives me to say nothing of the loss to my property and the money I have had to pay out for some one to do his work, and I think I am quite justified in telling him he has vitiated his contract. There are a thousand other things I might mention, but I will not worry you with farther details. The fact is Mr Waite is a man of too small calibre for me to get along with, besides he is lazy. One would suppose that he would have a little pride himself in keeping things looking tidy about the premises whether it was specifically put down in the "contract" or not, but he is not of that kind.

I think from what I have written you will understand the situation and be primed for him should he want to talk with you. I shall never again rent an apartment under such conditions. This has been a lesson to both the daughter and myself which I think we have well conned. Thanking for any help you may give me, I am,

Sincerely yours,

