

29th October, 1935.

Mr. H. M. Birse,  
RANFURLY.

Dear Sir,

I return herewith conditions of tenancy which have had to be re-typed through your signing same incorrectly. Please sign the document where your name is pencilled at the foot of the first page and again where pencilled on the last page. The witness to your signature will sign opposite where I have pencilled Name, Occupation and Address. Your first payment of rent is now due and I shall be pleased to receive same at y or early convenience.

Yours faithfully,

*J. Whitcombe*

COUNTY CLERK.

16th. October 1935.

Mr. H. M. Birse,  
RENFURLY.

Dear Sir,

I am in receipt of your letter of the 14th instant requesting to be supplied with a copy of the Conditions of Tenure applicable to your occupancy of the Council's Renfurly property.

In reply I have to advise you that a copy will be forwarded you when you sign and return the document in your possession.

Yours faithfully,



COUNTY CLERK?

2nd October, 1935.

Mr. H.M. Birse,  
RANFURLY.

Dear Sir,

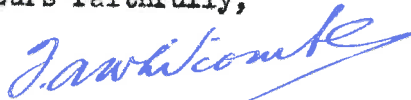
I enclose herewith agreement in connection with your tenancy of the Council's house at Ranfurly.

Please sign same where your name is pencilled and have the Ranfurly Post Master witness your signature.

You will note that the weekly rental has been inserted at 15/10d. This has been done to obviate the necessity of including a clause whereby you are responsible for payment of Sanitation and Rubbish Removal charges.

Please return the Agreement as soon as possible after you have signed same.

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'J. Whitcomb', with a long horizontal flourish extending to the right.

COUNTY CLERK.

AN AGREEMENT made this 31 day of Oct, One thousand nine hundred and thirty five BETWEEN the CHAIRMAN COUNCILLORS and INHABITANTS of the COUNTY of MANIOTOTO in the Dominion of New Zealand (hereinafter called "the Council") of the one part AND HUGH MARR BIRSE in the Provincial District of Otago Motor Driver (hereinafter called "the Lessee") of the other part WHEREAS the Council agrees so far as the Council can or may to let and the Lessee agrees to occupy ALL THAT parcel of land situate in the Town of Ranfurly containing by admeasurement THIRTY-THREE PERCHES more or less being Section Numbered 6 Block VI ON THE Map of the said District upon a weekly tenancy from the 1<sup>st</sup> day of Oct One thousand nine hundred and thirty-five at a weekly rental of FIFTEEN SHILLINGS AND TEN PENCE payable on the FIRST days of each of the months of JANUARY to DECEMBER inclusive subject to the following conditions and restrictions.

1. The Lessee will pay the said weekly rental on the days and in the manner aforesaid and will in the event of the said term being terminated by a re-entry under the power on that behalf hereinafter contained pay the said rent up to the date of such re-entry.
2. The Lessee will not without the leave in writing first had and obtained assigned sublet or in any manner part with possession of the said land or any part thereof.
3. The Lessee will at his own expense (fair wear and tear excluded) well and substantially repair maintain and keep in good repair all buildings fences and erections which now are or which at any time during his occupancy shall be erected on the said land and will so leave the same at the end or sooner determination of his occupancy.
4. The Lessee will permit the Council or its agent at all reasonable times to enter upon the said land or any part thereof.
5. The Lessee hereby covenants with the Council that if Default shall be made in the observance or performance or any of the covenants or conditions herein contained or on the part of the Lessee to be observed and performed then and in any of the said cases and as often after as the same shall happen the Lessee shall whenever called upon so to do forfeit and pay to the Council the sum of TEN POUNDS (£10) sterling as and for liquidated damages.

*H. M. Birse*

6. If the said weekly rent shall be in arrear and unpaid for FOURTEEN days after any of the days hereinbefore appointed for payment thereof although the same may not have been formally ~~be~~ legally demanded or if there shall be any breach non-observance or non-performance or any of the agreements conditions and restrictions herein contained and on the part of the Lessee to be observed and performed then and in any of the said cases and as often as the same may happen and notwithstanding advantage shall not have been taken of any previous breach the Council may by its agent re-enter upon the said land or any part thereof in the name of the whole and take possession of the same and thereupon the said term shall absolutely determine and the Council shall be entitled to possess and enjoy the said land as if this Agreement had never been entered into provided that such re-entry as aforesaid shall not in any way whatever affect the rights of the Council in respect of any previous breach.
7. The term "the Council" shall be deemed to mean and include the Council its successors and assigns and the term "the Lessee" shall be deemed to mean and include the Lessee and his executors administrators and assigns and the benefit and burden of the conditions and provisions herein contained shall extend to and bind the representatives and assigns of the parties hereto accordingly.

IN WITNESS whereof these presents have been executed by or on behalf of the parties hereto the day and year first before written.

The Common Seal of the Chairman  
Councillors and Inhabitants of  
the County of Maniototo was  
hereunto affixed in the presence of)

*W. Shwell*  
*R. Leath*

*J. Whitcombe*  
County Clerk  
Nasby.

Signed by the said HUGH MARR BIRSE )  
in the presence of )

*H. M. Birse*

*J. M. Gilbert*  
Postmaster  
*R. M. Purdy*

18.  
Ranfurly.  
4<sup>th</sup> Sept 1943.

To the  
Chairman & Councillors  
Maniototo County Council  
Ranfurly.  
Sirs.

Mr Tallentire informs me that I am only allowed to drive h9 and in an emergency h4 but on no account any other truck and that these instructions came from the councillors.

As you consider I am not a fit person to drive any truck that has no driver if h9 is laid up for repairs it is only a matter of time, when drivers are more plentiful, that I will be dismissed from my position.

Therefore please accept my resignation from the position of driver for the Maniototo County Council to take effect from Friday 10<sup>th</sup> Sept 1943.

I am  
A. B. Birse

