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Villa Trocadero,

Arcachon, April 13, 1899.

My dear Martinsen:

I do not quite understand your avoue's position. If he is of opinion ~~that~~ that I cannot recover at all, in an action for damages, against Breton, I do not care to pursue it farther. But I would like him to say so in writing so that I may have his opinion as justification for my action. I have as you know, recommended Arcachon in the very highest terms to millions of American people through the most widely circulated journals of the United States. Now if I have to tell them just what they must expect in coming here, I want good authority for it.

My notion, was that the course taken by Breton was a mere piece of personal rascality, but facts which have come to my knowledge as the result of recent inquiries, incline me to the belief that such things are matters of frequent occurrence here, and that agents, proprietors and guardians, very frequently combine to swindle foreigners by such false allegations in regard to what is included by the contracts of lease which they make. I wish to know just what I must tell my countrymen in regard to this matter and what risks they run should they follow my previous advice and come here in search of health and happiness. It is not a matter of any great moment to me, but if the French law allows a man to rent a whole house and then exclude the tenant from occupying important portions of it without making any reservation whatever, then the American people must know it. That's all.

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My view upon the subject, based upon natural law, as well as English and American common law was this:

1--A party renting premises to another, whether by formal lease or parole, if he makes no exception in the lease or verbally, before the same is signed and the first instalment of the rent paid, ex necessitate must give the tenant during his term, the use and enjoyment of the whole premises.

2--That he cannot keep silent both in the written lease and the verbal negotiations preceding the same, and then after receiving an instalment of rent, refuse to deliver the keys giving access to a portion of the premises.

3--I rented the villa Trocadero mainly because I was informed that it contained a bath-room, which many villas here do not, and certain medicated baths had been prescribed for me as essential to any hope of recovery.

4--As you know I was very ill when the exchange from the other villa was made. When I had recovered sufficiently to take the baths, I supposed that the failure to give me the key was simply an oversight on the part of the gardien. When she declared that I could only have the bath-room, by employing her as a servant, I sent you to interview M. Breton. You know what he said. Dr Woolonghan knows why I took this villa and not another, namely, because it had a bath-room.

5--Neither I nor any member of my family had any hint of purpose ~~on~~ to reserve the bath-room until we had been in possession for some days, and had paid 1000 francs rent in advance. When my wife and daughter ~~xxx~~ examined the premises before the lease was signed, the agent informed them that the ~~small~~ brick building in the corner of the lot was reserved. As we had no use for it, we made no objection. He was then asked if any other part of the building was reserved, to which he distinctly replied "Nothing."

6--That my health suffered from the lack of the baths required, is perfectly evident from its improvement after I began to take them from parties outside. It is also evident that if I had been allowed to use the bath-room, I would have avoided the cost of baths brought in, at 4 francs <sup>apiece</sup>, two and three times a week.

Now, if the avoué thinks that under such circumstances, a French tribunal will not give me damages against the landlord, that is all I wish to know. It is not a question of money with me, but of principle. So far as money is concerned, I have no doubt but I can get more by writing the case up for American readers, than I could recover damages from M. Breton and with much less trouble. But I wish to give the French law a fair chance and see if its tribunals will treat an American citizen as they would a native of the French republic, or even a subject of Germany. Of course, the avoué knows substantially what the prospect is for such a thing, and all I wish him to do is to state his opinion in writing, giving such reasons for it as he may see fit; and if he is satisfied that such course is useless, I will drop it without more fuss, paying him very willingly for his advice.

Yours very truly,

*William M. Tourgée*