



April 15th 1899.

Saturday 2 p.m.

My dear Martinsen:

I have yours of yesterday, enclosing letter of avoue.

He seems to be of the opinion, that as a matter of necessity, I must yield to M. Breton's demands, and that I have no reasonable hope of redress because it is a custom at Arcachon and elsewhere, to lock up and reserve all the rooms not shown to the party contemplating leasing the premises. Granting this presumption as to which he must of course, be correct, it must certainly be susceptible of rebuttal:

1--It does not seem possible to me that a court of justice should hold parties who are stranger, and consequently cannot be supposed to know such unique and recondite customs, as bound by them in contravention of the express words of the agent of the proprietor.

2--Mrs Tourgee and Miss Tourgee, were the only persons, who visited the premises on my behalf previous to the lease. They will both testify that on passing through the house, many of the doors were not opened. They did not suppose it necessary that they demand that they should be. After passing out at the side door in the rear, observing the small brick building in the corner of the lot, one of them asked the agent, whether it was a wine cellar or a stable? He replied, "That is reserved." They then asked "Is that the only reservation? or "Is that the only thing reserved? The agent replied distinctly and promptly "Oui Mademoiselle.--Oui Madame." If he had replied that "the bath-room was reserved", that would have ended all negotiations for the lease of the Trocadero. The bath-room in the then state of my health was the most important part to us, and it never occurred to them or to me, that a party leasing a villa for 3ight months would think of reserving that part of the house, pecularly essential to the health of the family who were to occupy it. We had been informed that this villa contained a good bath-room, and would just as soon have expected the dining-room to be reserved as that. It was some days before I became able to take a bath and it was not until that time that we found the room locked.

The avoue refers to this as a "petites affaires". That which means life or death to a man ought hardly to be considered of "small account." and when one has paid 4 months rent and engaged to pay 8 months, it not a small matter, that he is refused possession and enjoyment of what he is bound to pay 2400 francs for the use of. The perusal of the avoue's letter conforms me in the view that the course I suggested in mine of last

night, viz, depositing the money with Bebin, and taking a receipt from him showing the terms of the deposit, is the best. If I have to sue for damages, this will show my entire good faith. If Breton wants to keep on fighting, we'll see what he will do next. Please consult Bebin with regard to this--but you need not say anything to him about the amount of damage I should demand--only that I am willing to make a reasonable compromise. I think I have more confidence in Bebin's judgement than in these other fellows.

I am sorry indeed to seem to reflect on the avoué in any way, but I it seems to me he ought to have spoken out plainly when his advice was first asked. However, I think Breton's nerve is getting pretty near the breaking point, and such an unexpected thing as a notice from Bebin that he holds the entire sum in trust to await the result of litigation, will incline him to make sure of the traditional "bird in the hand," especially when he finds how much a row his writ of restraint has caused.

sincerely yours,

*William W. Sawyer*

I will send up the vouchers signed so you can make up your trial sheet.