

sidered the agreement sufficient for him." (20) He says he had been assured by the Duke's solicitor that "he would see him through any Court in England with that agreement" (21); but he was soon to learn the difference in English law between a lease and an agreement for a lease. The Duke complained of his digging chalk, cutting down timber, pulling down buildings, sub-letting part of the farm, etc., etc., and served a notice to quit for October, 1812. Now, Gourlay took advice and learned the result of his folly in refusing to carry out his agreement and execute the formal lease. Under the English law a tenant who enters under an agreement for a lease is a mere tenant at will till he pays rent, and then a tenant from year to year whose tenancy can be put an end to by a proper notice to quit. This folly was the cause, direct or indirect, of much of his subsequent trouble. He was forced to file a Bill in Chancery to compel the Duke to give him the lease he had himself refused. Some writing about this suit speak of it as the Duke throwing the case into Chancery and the like, and look upon it as an act of oppression. Gourlay himself suggests but nowhere says explicitly that the suit was the act of the Duke, and it certainly was not. An injunction was obtained against the Duke ejecting Gourlay by process of law under the notice to quit, and, December 10th. 1812, the case came on for argument at Lincoln's Inn Hall before Lord Eldon. Gourlay retained Sir Samuel Romilly and another; the defendant was represented by three Counsel, and the Lord Chancellor decided instanter in favor of the plaintiff. The Bill had claimed not only the lease but also damages for not obtaining possession of the buildings on the day set. These damages were sent down to the County of Wilts to be assessed by a jury. The case came on at Salisbury in June, 1816, when Gourlay was represented by Sir Robert Gifford, Solicitor-General, but soon to be Attorney-General and finally (as Lord Gifford) Chief Justice of the Common Pleas and Master of the Rolls: a special jury allowed £1,325 certain and £625 subject to the opinion of the Court. This latter sum was disallowed by the Master of the Rolls later in the year. The Master made a "short order" for £1,325, but a "long order" was necessary. Sir Samuel Romilly moved in February, 1817, before Lord Eldon for this "long order." The Lord Chancellor proposed a delay of six weeks, whereupon Gourlay, who was present in Court, rushed in between Sir Samuel and the Court, and spoke for himself so earnestly and effectively that the "long order" was granted at once. (22) This scene seems to be the only foundation for the statements later on in some of the London newspapers about Gourlay insulting Lord Eldon day after day and putting him in bodily fear.

In the meantime the "reference" as to the lease was going on. The matter was brought at least once before the Master of the Rolls, Sir William Grant, (23) who directed the case to be settled entirely by the Master of the Court. We shall see more of this suit later.

Gourlay was not neglectful of the interests of the poor. In March, 1815, he published a small pamphlet of fifteen pages on the Tyranny of the Poor Laws, (24) in which he relates shocking cases of the cruel operation of the poor-laws, compares the condition of the labouring classes