

reserving to myself all the Game & Rabbits on the farm,  
which the Tenant ~~had~~<sup>was</sup> also required to preserve. He  
complained to me often of Rabbits doing much mischief -  
& I spoke to Mr. Brown, to whom I gave the right of  
shooting, & also to The Moor Gamekeeper, to have them  
kept down - which was not done properly I believe, but  
the keeper says the Tenant ordered him off the land.

Last July or Aug. all the country was excited by the  
decision of a case in the neighbourhood in which a Tenant  
recovered from a gentleman to whom the landlord had given  
leave to shoot, very heavy damages - It was not known  
that this was under special agreement for compensation -

so we non-lawyer folk all imagined we could recover for  
injury by law. In this state of affairs my tenant came to  
me, just before beginning to harvest a field of barley, to tell  
me it had been previously damaged, & to ask what he was  
to do. I, knowing the man, & wishing to protect the Moor  
interest from his misrepresentations, though I thought he  
ought to have some compensation, advised him to get it  
valued, undertaking myself to see that it should also be  
done on The Moor behalf. Mr. Brown was as usual in  
London - the crop would be cleared off in some 3 days - I sent  
to the bailiff - he objected to go because my tenant had insulted  
him - I begged him to send up some one else, which he did,  
but the man, afraid of a bad neighbour, would not appear,  
& the adverse valuation, £45 odd (an enormous exaggeration)

was sent ~~by~~ to me & by me to Mr. Brown. Mr. B. said he  
would make the man a present of £5. which the said man  
refused - & now I am sued in County Court (9th June) by  
the Tenant (who left at Caudleman) for the full amount -  
& his lawyer tells me he intends to set the matter, on which  
many similar cases will depend, in a new light. He volunteered  
the opinion that it was exclusively laid upon myself, not being  
my business at all, but he had no one else to proceed against -  
& he wanted it tried out in a "scientific" point of view. Which is  
this. That whatever may be the terms of an agreement made  
in former years, on the mutual understanding that the quanti-  
ty of game & amount of damage would be moderate, it would  
not prevent damages being recovered if the mischief was ex-  
ceptional. And we believe my opponent intends to have a jury  
of farmers, who invariably, if possible, give an anti-land-  
lord verdict. Whether the Judge may consider the agree-  
ment perfectly conclusive - as my Attorney thinks - or whe-  
ther he will allow the question of what seems to me more like  
Equity than Law to be raised, is uncertain - if it goes to a  
Jury I shall probably be flung - but I don't care for that  
for several reasons - I think the Tenant ought to have some  
compensation - I shall be really glad to see a decision which  
will tend to the destruction of such voracious creatures as are  
doing us all - including poor cottagers - immense damage - and  
(but this entirely over) I don't think the Moor will allow  
me to suffer. - But of course I must do what I can, for  
success - So much for the state of the case. Now, the