

# Landlords and Tenants in Co. Armagh

by JOE CANNING

When one looks at 19th century Irish politics a number of issues stand out e.g. Catholic Emancipation, Home Rule and education, but perhaps the most important — and certainly the most persistent over the period — was “the land question”. It gave rise to a lot of debate, produced much literature, was the subject of a number of government commissions and an issue at elections and, unfortunately, led at times to considerable violence. The extent of the difficulty in finding a solution can be gleaned from the fact that between 1849 and 1920 over 40 Acts of Parliament were passed relating to land tenure.

The purpose of this article is to illustrate, from contemporary sources, various aspects of landlord-tenant relationships in the 19th century and especially the legislation which led to a solution of the land question. The illustrations will relate to Co. Armagh and the sources used will be mainly the reports of government commissions and local newspapers.

As a background it will be useful to recall the social structure of 19th century rural Ireland. This structure has been likened to a pyramid. At the top were the landlords — few in number but wielding enormous power. Underneath were a number of groups who occupied the land under different forms of tenure — middlemen, tenants and sub-tenants, while at the bottom were the cottiers and landless labourers.

The estates varied in size but some of them were enormous e.g. the Marquis of Downshire owned 115,000 acres in five counties. In the 1870s twenty per cent of the country was owned by landlords with between 2,000 and 5,000 acres, while a half of the country belonged to less than a thousand great landlords. In addition to this property and the great wealth derived from it, the landlords had immense political power. They acted as justices of the peace and were ex-officio poor-law guardians. They were county grand jurors, and held important positions in their localities, being for example, managers and patrons of schools. Parliamentary politics were dominated by the landowning class e.g. in 1852, 68 of 104 members of parliament were from landed families, and in all elections up to 1880 the landlord influence was dominant in returning candidates. Before 1872 when the secret ballot was introduced, it is obvious that the landlords would have a great influence over how their tenants voted.

With regard to the tenants, there were basically two kinds — leaseholders and tenants-at-will. In 1870 the leaseholders numbered about 135,000, and in Ulster they occupied 40,726 holdings, which was approximately 16% of all holdings, whereas the tenants-at-will numbered approximately 526,000 in the whole of Ireland, and about 205,000 in Ulster. Most of the leases were for long terms of years or for the duration of two or more lives; some were good in perpetuity or renewable forever. Leaseholders, to a large extent, occupied large grazing farms. The leases were not all that popular with the landlords — one reason was that if there was an increase in the prices of agricultural produce, the landlords could not reap the benefit by increasing the rent. The tenants-at-will held the land on oral agreements which could be terminated at the end of any year on six months notice. They were certainly worse off than the leaseholders; if the landlords decided to increase the rents, there was very little the tenants could do about it and there were severe penalties for failure to pay the rent.

When one considers the immense power of the landlords, the wide economic gulf between them and the tenants, and the fact that over a large part of the country they were separated from the tenancy by religion and ancestry, it is easy to see the potential for conflict between the two parties. The traditional picture of their relationship that has come down to us has been well described by one writer as follows:— “The parts in deepest shadow reveal tenants cowering under landlord tyranny, landlord greed exploiting tenant industry and generally strangling it, the whole resulting in agricultural stagnation and chronic tenant discontent expressing itself in spasmodic outbursts of agrarian crime.” Tradition does allow for exceptions and there are several examples of landlords who were highly regarded by their tenants. As well as that modern historians are inclined to take a more optimistic view of landlord - tenant relations. They have a much wider range of sources at their disposal and as a result of their studies on estate documents e.g. rentals, it is clear that relations between landlords and tenants were much better than previously represented.

Certainly in the north-east of Ireland the picture was much brighter than in the rest of the country. A number of travellers who have given accounts of their travels in Ireland have spoken of the marked difference in

conditions when they passed from Leinster into Ulster. One of the reasons given for the better conditions in this part of the country is a practice which was referred to as tenant right or the "Ulster custom." This was the recognition of the tenant's saleable interest in his holding, the right to free sale, and it was one of the three's F's that figured later in the century in attempts to find a solution to the land question. The demand for the legalising of the custom, which was of concern to the bigger tenant-farmers, grew during the 1850s but it was not given legal recognition until 1881.

To obtain a picture of conditions in Co. Armagh there are two sources which provide valuable information:— 1, COOTE, Charles Statistical survey of the County of Armagh (1802); 2, Return of owners of land of one acre and upwards in Ireland, 1876.

According to Coote there were 109 landed proprietors, including the Archbishop of Armagh, in the county, and 71 of these were resident. The 1878 return lists 1,542 owners of land, the amount going from one acre upwards. There were four proprietors with more than 10,000 acres, three of whom were resident in the county. The Earl of Charlemont owned the largest amount with over twenty and a half thousand acres; next came Lord Lurgan who had slightly over fifteen thousand, while the Earl of Gosford and the Duke of Manchester each had slightly over twelve thousand. In the group of those owning between five and ten thousand, there were eleven — one was a corporate body: the Commissioners of Church Temporalities, and seven of the remainder were resident. The second largest estate in this category belonged to Maxwell Close of Drumbanagher who had 9,087 acres, while among the others were Francis Coope of Loughgall, John G. Richardson of Moyallon, Marcus Synnott of Ballymoyer and Sir William Verner of Vernersbridge. Thirty-eight proprietors had estates of between one and five thousand acres, and sixteen of these were resident; they included Stewart of Carrickblacker, outside Portadown, the McGeough Bonds of the Argory and Drumsill, Richard Harden of Harrybrook, Sir Capel Molyneux of Castledillon and Sir James M. Stronge of Tynan Abbey. There were twenty-nine proprietors with estates containing between five hundred and one thousand acres, but only five of these were resident in the country.

With regard to land tenures in Armagh, Coote has this to say:—

"Leases in perpetuity are not numerous, nor of great value; the terms are but short, twenty-one years and

a life, or a life only; some are for thirty-one years, or three lives, and on account of the short tenure few are under value. Landed property is in much demand, and a small estate well circumstanced will bring from twenty-five to thirty years purchase; few large estates have been offered for sale.

"But one advantage so materially, and, from what I have seen, almost solely enjoyed in this country is, that the occupying tenant has no lazy middleman between him and his landlord. Where there are large farms, none of which are met here, as much land is generally set by the original lessee at a rack rent, as will leave himself a great portion, and the prime of the farm, rent free; but, where agriculture is not the main pursuit, and gives place, as here, to manufacture, there are so many bidders for farms at a high rent, that it is the interest of the landlord to give each tenant only sufficient ground for his family, and thus none can be spared to a middleman."

During the early part of the nineteenth century there was a lot of agrarian trouble in Ireland, particularly in the southern parts. One of the many causes of this trouble was the obligation of paying tithes to the established Church. In some instances landlords carried out this obligation on behalf of their tenants and we have one example of this in Co. Armagh. The following item was displayed prominently in the "*Newry Telegraph*" of 7th July 1835.

"At a numerous MEETING of the TENANTRY who reside on the ESTATE of THOMAS P. BALL, Esq.; situate in the Counties of ARMAGH and MEATH held in CROSSMAGLEN, on the 10th day of April, 1835;

Mr. PETER M'GEOUGH in the Chair;

The following Address was unanimously agreed to, and requested by the Meeting to be presented to THOMAS P. BALL Esq. by the Chairman and Mr. Peter Quin:

"Sir,— We beg leave to express to you our truly grateful and sincere thanks for the very many benefits you have conferred on us since you became our Landlord — and more especially for your kindness and liberality, at a period when there was a fear of your Estates being disturbed in case the payment of tithes should be demanded from us, in having at once generously come forward, and not only undertaken the payment of tithes for your several Tenants who held at will — but also for your tenants who held under old leases and at extremely low rents. And what was our surprise, when it was communicated to us that you had,

without any request on our parts, undertaken the payment of those tithes, not merely for one year, but altogether, and that it was not your intention ever to call on us for repayment of them. If, we say, the Landlords of Ireland were to follow your example, the kingdom would, ere long, be rich, prosperous, and happy. We also beg leave to express our gratitude, for your frequent and kind visits to us: and we beg also to thank you for having nominated our worthy Agent, who constantly resides amongst us, and from whom, in your absence, we receive great kindness, friendly advice, and every reasonable request; and he has, by his unwearied exertions, not only increased your rental, but, by planting, &c., has improved our farms, and rendered comfortable our habitations.

“We humbly beg to offer you our cheerful services at any time you may require them, and request your kind acceptance of the accompanying small token of the esteem and reverence in which you are held by a numerous and grateful tenantry.

Signed on behalf of the Meeting.

PETER M'GEOUGH, Chairman  
PETER QUIN, Secretary

The concern of the authorities during the 1840s about landlord - tenant relations is shown by the decision in 1843 to set up a commission of inquiry “into the state of the law and practice in respect to the occupation of land in Ireland” under the chairmanship of the Earl of Devon. The Commission was asked “to inquire ..... in respect also to the burdens of county cess and other charges which fall respectively on the landlord and occupying tenant; and to report as to the amendments, if any, of the existing laws, which, having due regard to the just rights of property, may be calculated to encourage the cultivation of the soil, to extend a better system of agriculture and to improve the relation between landlord and tenant.” The report of the Commission was published in 1845 but the onslaught of the Great Famine and the economic dislocation that followed rendered its findings purely academic. However in compiling its report the Commission was very painstaking. It held meetings in several parts of Ireland and heard over one thousand witnesses, and their evidence, which was published along with the report and amounted to around four thousand pages, gives a very comprehensive account of social conditions in pre-Famine Ireland. Twenty-nine people from Co. Armagh gave evidence and a wide variety of occupations was represented among them:— land

proprietors, tenant farmers, clergymen of the three main demominations, solicitors, surveyors. One of them was from the Poyntzpass area. His name was Alexander Kinmouth and he lived at Deer Park. He held a farm of approximately eighty acres and had been land steward for Colonel Close for twenty years. The following are some of the questions that were put to him and his replies to them:—

What is the general size of the tillage farms in the district; and what is the mode of agriculture pursued? — The size of the farms upon Colonel Close’s property would not average more than ten acres; there are some as large as 150, down to five acres, but they average ten or twelve acres.

Are there any farms in the neighbourhood held in common or in joint tenancy? — There are a few, upon land let twenty or thirty years ago, held in common, but they were not in Colonel Close’s time; he will not let them divide the farms at all; it was before it came into his hands.

What is the effect of that mode of occupation? — I think the subdivision of land has the worst effect upon land it can have.

In what manner is the rent fixed in that district; is it by proposal or by valuation? — Valuation.

What class of persons are generally employed to value the land? — I have myself valued land nearly twenty years. I valued 20,000 or 30,000 acres in the county of Armagh, but since I have got my farm, it is done by a practical farmer or a land surveyor.

A person employed by the landlord? — Yes.

In case the landlord and tenant should not agree in reference to the rent of the land, is there any other surveyor called in than the one appointed by the landlord? — I have never heard of any one being called in.

How soon after rent becomes due is it usually demanded? — Six months, in our district.

When is the May rent demanded? — In November.

Does the tenant depend upon loan funds or local ensurers much in making up his rent? — A small farmer, holding only five or six acres, is sometimes obliged to go to the loan fund, which is a very bad fund to go to.

What is the rate of interest? — I have tried to make it up, and I have never been able to do it. I think it runs from forty to fifty per cent. including the fines and loss of time.

How is the rent usually recovered from defaulting tenants? — Either by impounding the cattle, or land

process at the quarter sessions — that is, in turning out; but it is generally by impounding cattle.

Which is the more usual mode of recovery? — If a tenant falls into arrear of rent, suppose a year or a year and a half, he gets a land process, and six months to recover; and if he does not come forward in that time to pay the rent, of course it goes to the sessions, and he is turned out; but the usual mode of recovering the rent, if a person falls back for six months or so, is the impounding his cows by the baliff.

Are the receipts of rent usually on account or for a particular gale? — For a particular gale; not on account.

Is the tenure in that district generally under the proprietor or the middleman? — Generally under the proprietor.

What is the relative condition of the tenants under the proprietor and under the middleman? — I should consider that the tenant holding under a proprietor is better off than under a middleman.

Is the tenure generally at will, or by lease? — I think, in the district I am speaking of, it is about half on lease and half at will.

On what terms are the leases granted, and are there any particular conditions in them? — No; the leases Colonel Close has granted are for one life, or twenty-one years; formerly they were three lives, and thirty-one years.

What is your opinion of the effect of that mode of tenure upon the condition of the tenant or the improvement of the farm? — The better the lease, of course there is the greater encouragement to improve.

Do you find it practically the case, that the tenants holding under long leases are in a more improved state than those holding under a shorter and more recent lease? — I have found it generally the case, that a person who has a longer lease is more inclined to improve.

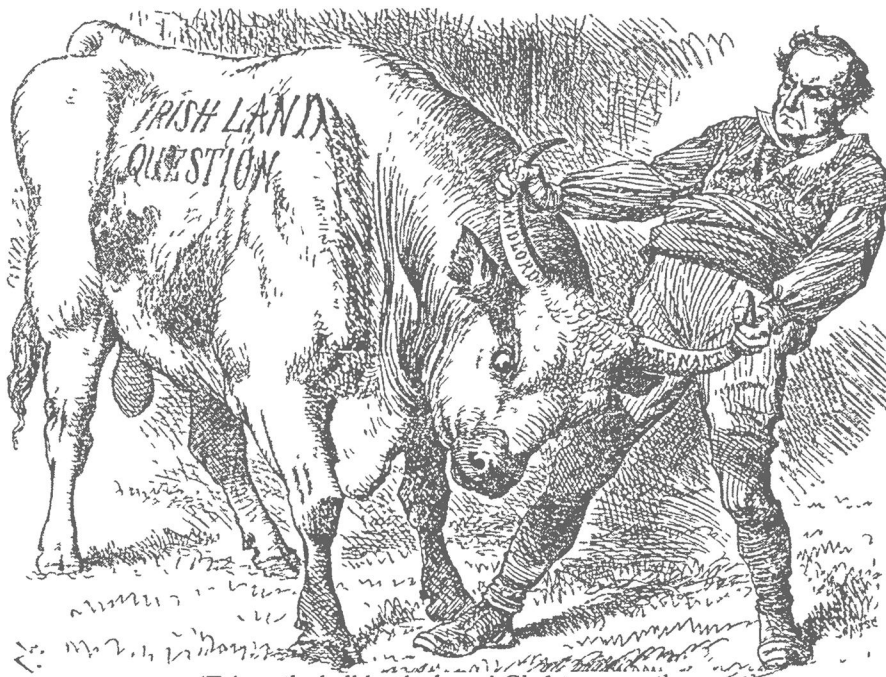
Is there much anxiety on the part of the tenantry to get leases? — Yes. Colonel Close is one of one hundred; you may hold for a lifetime, and never be disturbed; it makes no difference. But if you were in the neighbourhood of a gentleman's demesne, you would not have the same encouragement if you held at will, as if you had it upon lease.

Do you find the improvements are equally carried on upon the old leases for thirty-one years and three lives, as upon the late leases for twenty-one years and one life? — I do not think there is a great deal of difference in them.

Is the tenant-right prevalent in the district? — It is.

What is your opinion of the effect of it? — I should think that it gives the tenant an interest in the land, and it encourages him to improve.

What should you say was the value of the tenant-



'Taking the bull by the horns' Gladstone wrestles with the Irish Land Problem

right, taking it by the year's rent or by the acre? — By the acre, £10.

Was there any attempt made to fix the price on Colonel Close's estate? — Ten pounds is what is allowed; but the landlord must be satisfied with the tenant. It sometimes rises to a great deal more, sometimes as high as £15; but £10 is the average of what is allowed.

Is the value of it increasing or decreasing? — Increasing, on our estate.

How do you account for that increase? — They have found out that Colonel Close is a good landlord. It may not be the case all over the country. It is decreasing in other parts.

How far do you consider it affected by the tenure; how much higher would the tenant-right of land, held on lease, sell for, compared to land held at will? — I should think £5 an acre.

If a tenant has a good character, and is a solvent person, is it usual for the landlord, from any other motive, to refuse his consent? — He would refused his consent, if he was a stranger to the country. I always have given a preference to any one having land adjoining.

Although the money offered by the stranger might be more? — Yes, he would not be encouraged. It is to get the farms enlarged."

The devastating effects of the Famine are well known, but it was not only the tenants and labourers who suffered. Many landlords emerged from the catastrophe greatly in debt. This was due to the fact that they had to provide the finance for many of the schemes that were organised for the relief of distress. Two Acts of Parliament were passed in 1848 and 1849, called the Encumbered Estates Acts, which made provision for the sale of estates which had been mortgaged. Under the Act of 1849 an Encumbered Estates Court was established with authority to sell estates on the application of the owner or the person who had a claim on an estate. After the sale the court distributed the money among the creditors and granted clear title to the new owners. The existing tenants on the estates were not protected by legislation. Between 1849 and 1857, three thousand estates, totalling five million acres were disposed of under the Acts.

In 1847 a Tenant Right Association had been established in Ulster. One of the founders was William Sharman Crawford, whose bill seeking to legalise the Ulster Custom had been defeated in Parliament. In 1850 the Tenant League was founded by Charles Gavan

Duffy and Frederick Lucas. The aim of the League was to secure the three F's of Fair Rent, Fixity of Tenure and Free Sale. Initially the League had support from the northern body, but this withered away when members of the latter became suspicious of some of the activities that the League were engaged in. However, the land question was now very much on the political scene and it became an issue in the general election of 1852. Both candidates in Co. Armagh, William Verner and James Caulfield of Hockley, referred to it in their manifestoes. Verner said:— "I have ever been desirous to protect the Institutions of the country against open and secret enemies, to promote a good understanding between Landlord and Tenant, in which each shall remember the duties as well as the rights of his position; and I have endeavoured to assert and maintain, without prejudice to the just claims of commerce and manufacture, the interests of owner and occupier of the soil as essential to the permanent well-being of our whole social system."

Caulfield's manifesto contained the following statement:— "Upon the subject of the relations of Landlord and Tenant, although I cannot assent to the unwise and impracticable propositions of an extreme party, I am most anxious for a settlement of this difficult question; and I will cheerfully support any measure having that object, which shall be just in principle and practicable in its details, no matter by whom it may be proposed."

It was 1860 before any legislation was enacted relating to the land question. In the meantime another government commission was set up and its evidence contains information about tenants and their farms in some parts of Ireland. This was the Endowed Schools Commission which made its report in 1857. The report was of course principally concerned with the schools, but reference had to be made to estates, because these schools derived a lot of their income from estate rents. One such school was the Royal School in Armagh and its estate was near Loughgilly. This is part of the description given in the report:—

"The present rental is £1,469 5s. 7½d., together with £20, received for the grass of the marsh. This latter amount varies a little from year to year

"In the year 1833 the estate was valued by J. Thomas Noble at £1,413 18s. per annum.

"The new general valuation is not yet completed for the County Armagh. The old valuation is £1,303 1s. 3d.

“The present rent corresponds with Noble’s valuation, the tithe rent-charge being added to it, and it has been unchanged since 1833.

“The estate appears to be let at its full value, consistent with the prosperity of the tenantry.

“*Arrears* — The arrears due on the estate to the 1st November, 1855, when the agent furnished his account in May, 1856, amounted to £2,601 15s. 1½d., equal to nearly one year and three quarters’ rent of the whole estate. It has been usual in that part of the country to let half a year’s rent remain outstanding, and those tenants who do not owe more, consider their rent fully paid up. There are, however, seventeen tenants who owe three years rent or upwards. These arrears, with the exception of the one half-year, which is due by all the tenants, accrued between the years 1845 and 1851; the amount of arrears due now is less than it was in the year 1851, and the agent thinks he will be able to get them all in.

“With the exception of an allowance of £170 3s. 2d., made for the failure of the potato crop in 1846, the tenants on this estate seem to have received no allowance or abatement whatever. They did not get the abatement of ten per cent. for three or four years, which was given on the other estates.

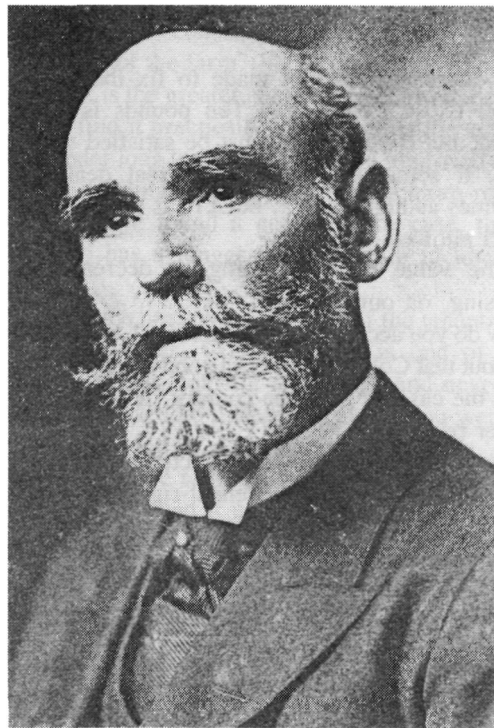
“There are no leases on the estate.

“*Present State of the Property* — The tenants generally have comfortable slated houses, and appear to be respectable and industrious.

“The farms for the most part are well cultivated. Flax is generally grown on the estate.

“The houses and farms of those tenants, who are much in arrear, are an exception, however, to the observations just made. Their houses are in bad order and their farms exhausted.”

The Act passed in 1860, called the Deary Act after its sponsor, had the effect of strengthening the position of the landlord. It allowed the landlord to recover the landholding at the termination of a lease or yearly letting. As the tenant was usually in no position to bargain, the Act allowed the landlord to set whatever terms he wished. However, certain events during the 1860s ensured that something would be done to improve the lot of the tenant. The extension of the suffrage ensured the election to Parliament of many members sympathetic to the Irish tenants. The Conservative Government, naturally sympathetic to the landowners, was replaced by a Liberal Government led by Gladstone. A number of M.P’s, e.g. John Bright



Michael Davitt—founder of the Land League

and John Stuart Mill, helped to promote an understanding of the Irish position in Parliament, and the Fenian Insurrection made clear the potential danger of Irish discontent.

In 1870 the Landlord and Tenant (Ireland) Act was passed. In this Act Gladstone tried to give legal status to the Ulster custom. The Act also tried to provide compensation to tenants for disturbance in occupancy and for their improvements. It also made provision for the purchase of his holding by the tenant who could borrow up to two-thirds of the price, repayable at 5 per cent over 35 years. In all, 887 tenants availed of the Act to buy their farms.

The 1870 Act, however, did not turn out to be as successful as its sponsors had expected. It was an extremely complicated piece of legislation and most of the tenants could not understand it. Its biggest weakness was the fact that it did not deal with the basic evil of the system — the lack of security for the tenants. In addition the courts failed to understand and apply the new provisions. Between 1870 and 1877 Irish agriculture was in a moderately prosperous condition with the result that the evils of the tenancy system were not so obvious. However, there was a general crop

failure in 1877 and its effects continued into the next two years. Tenants were unable to pay their rents and evictions became numerous with the result that the tenants were ready to use any measures to improve their lot.

One result of the worsening conditions experienced by the tenant farmers as a result of the agricultural depression of the late 1870s was the founding of the Land League in October 1879. Its aims were the protection of the tenant and the abolition of landlordism, and these aims were to be achieved by "every means compatible with justice, morality and right reason." It was supported by individual members of the Irish Republican Brotherhood, the Irish Parliamentary Party and the Fenians in America. Although according to its constitution the League was a moral-force movement, the Government regarded it as a physical-force movement because it seemed to be propagating the ideas of the old secret societies which were in existence earlier in the century.

The Land League became the dominating force in Irish political life after the general election of 1880 in which its supporters together with those of Parnell won more seats than the representatives of the landlords. In the ensuing excitement, tenants refused to pay rent, certain landlords were boycotted and agrarian outrages became common. The number of outrages in 1880 was greater than in any year since 1845. The struggle during the years between 1879 and 1887 is often called the "Land War," but strictly speaking the term should apply only to the first phase of the struggle between 1879 and 1882.

Branches of the Land League were established in Co. Armagh at Ballymacnab, Dromintee, Middletown and Newtownhamilton. The "Newry Reporter" of 29th September, 1881 carried a report of a meeting of the Dromintee Branch: according to this report "nearly one thousand persons were present," and among those who addressed the meeting was Eiver Magennis, Poyntzpass "who made a brilliant and effective speech." The report mentions the attendance of police, but says that their duties were light "owing to the peaceable and orderly demeanour of the people." There were plans to establish a branch of the League at Poyntzpass as is shown by the following news item which appeared in the "Newry Reporter" of 20th October 1881.

*"THE LAND LEAGUE AT POYNTZPASS. On Saturday, a branch, of the Land League will be formed at Poyntzpass. The local organisers are announced to*

*attend, and a placard asking for support has been extensively posted in the district."* However the outcome was not as might have been expected. The issue of the paper on Tuesday, 25th October tells us:—  
*"The meeting which was to have been held on Saturday, in Poyntzpass to establish a branch of the Land League, did not come off, in consequence of the Government Proclamation on Thursday, declaring the organisation illegal and criminal."*

One result of the tactic of refusal to pay rent was an increase in the number of evictions. These were not as common in this part of Ireland as very few examples are reported in the local newspaper. However the "Newry Reporter" does have one case in October 1881 which occurred in the townland of Corrinshigo near Newry. It is first mentioned on Saturday, 1st October in the following report.

*"Eviction at Corrinshiga: — We are informed that on Tuesday evening last, two process-servers and a representative of the County Armagh Sheriff visited the townland of Corrinshiga quite unexpectedly and evicted four tenants under the Duke of Manchester. It seems the tenants considered the rents of their holdings too high, and refused to pay. The furniture was placed on the roadside, and the ducks and animals about the houses driven out. This formality was succeeded by the re-admission, as caretakers for six months at 6d per week, of the tenants, whose names are — John Nummy, Mrs. Campbell, Hugh M'Dermott and Edward Mullan. A meeting will be held to-morrow to protest against the proceedings, and to establish a branch of the Land League in the townland."*

The outcome of the meeting is reported in the 11th October issue of the paper:—

*"The Land League at Corrinshigo:— On Sunday evening, Messrs. Fitzmaurice, M'Court, and Fegan, of the Newry Land League, visited Corrinshigo, and assisted at the formation of a Land League branch on the property of the Duke of Manchester. Mr. John Campbell presided at the meeting. A resolution was adopted, on the motion of Mr. P. Courtney, seconded by Mr. J. Burke, pledging the tenants to take no farm from which a tenant had been evicted, and to resist oppression by all lawful means. Mr. Fitzmaurice spoke at some length, and referred to the recent evictions in the townland."*

The response of the Government to the discontent and agitation at the end of the 1870s was to set up a Royal Commission in July 1880 under the chairman-

ship of the Earl of Bessborough. Its brief was "to inquire into the working and operation of the Landlord and Tenant Act 1870 and the Acts amending the same, and whether any and what further amendments of the law are necessary or expedient with a view (firstly) to improve the relation of landlord and tenant in Ireland, and (secondly) to facilitate the purchase by tenants of their holdings." The Commission held sixty sittings in various parts of Ireland. About seven hundred people gave evidence and they included both landlords and tenants. The Land League opposed the sittings of the Commission because it did not include any representatives of the tenants. The evidence presented gives a fairly comprehensive picture of landlord-tenant relations at the time. Among those who gave evidence was a deputation from the Camlough Tenant-right Association, consisting of Rev. Charles Quinn, P.P., Lower Killeavey (President), Michael Barry, Cross, Camlough, Patrick O'Callaghan, Lisseraw (both tenant-farmers) and Rev. Patrick McGeaney, C.C., Armagh.

Father Quinn's evidence is quite extensive. He held land himself in Co. Tyrone and spoke of his experiences with it. He also attempted to give a definition of tenant-right. The following are some of the answers given by him to questions put to him by members of the Commission:—

"Have you remarked any alteration since the passing of the Land Act— Yes. As a general rule the good landlords since the passing of the Act have invaded the rights of the tenant very much.

Do you mean the bad landlords? — No, the good landlords. The good landlords have invaded the rights of the tenants both in Armagh and Tyrone. I may as an instance mention the Earl of Castlestuart, who has property near Cookstown. I formerly alluded to him as one of the best landlords in the country. I now consider him to be one of the very worst. I would mention also Sir John Stewart, in the county Tyrone; Mr. Henry, of Castledawson, whose property is in the parish of Kildress, county Tyrone; Mr. R. Bond MacGeough, of Armagh; Mr. J. Quinn, of Newry and Mr. J. G. Richardson, of Bessbrook. I might name others."

Having given some information about the landlords in Derry and Tyrone he was then asked:—

"Are there any other cases which you would wish to bring before the commissioners? — Yes; the next case is in the county Armagh. I must, however, give fair play to the landlord in this case, who has certainly

done a great deal for the country, gives a large amount of employment, and is one of the best landlords, on the whole, that are to be found in Ireland.

"Who is he? — Mr. J. G. Richardson, of Bessbrook. In that village there is not a single policeman, nor a single public-house, though there is 5,000 of population. When I speak of Mr. Richardson I speak with great respect for the benefits he has conferred upon the district, and I desire that to be noted.

"Have you any complaint to make in reference to his management of his tenants? — I have, certainly. I complain not only of the office rules on his estate, but of an attempt to raise the rental during the last two years. He threatened by letter to raise it 25 per cent. upon the whole estate, stating that it would still be 20 per cent. under the letting value."

Among other questions put to him were some relating to the purchase of farms by the tenants:—

"What improvements would you suggest in the machinery of assisting tenants to purchase? — I think Government could raise a fund by means of bonds, or some such securities — I have read some articles in the newspapers suggesting the issue of such bonds — I think if the interest on them was guaranteed by the State, people would invest freely in them, and the money thus raised could be applied as assisting tenants to purchase, beginning gradually, and allowing the scheme to develop itself by degrees. There was one case in my own parish where a tenant became the purchaser of his holding — Henry Harris of Lisnalee — he purchased twenty-four acres, under the Church Act, at £480, equivalent to twenty years' purchase. He paid £160, borrowing the remainder. The rental he was previously paying was £1 per acre — that is, £24 yearly for the twenty-four acres. He borrowed £320 for which he will have to pay 5 per cent. for a period of thirty-five years, which amounts to £12 16s. yearly. Now, that man is in this position — the landlord (or the Church Commission) has got twenty years' purchase to begin with, and is perfectly satisfied. On the other hand, the tenant was paying a rent of £24 a year, he is now paying £12 16s. annuity on the advance, leaving him £11 4s. for his interest on the £160. From the time that he purchased it he has been his own landlord, and is as happy as the day is long; He is working away, improving his farm, draining, fencing, reclaiming, and he could not go to one of your land league meetings if you were to give him any money — he has nothing to do with them.



“The O’Conor Don. — Do you remark an improvement in the lands which have been sold to tenants? — I do, a marked improvement. There is another case — that of Edward Boyle of Lisnalee, he purchased fourteen acres. His case is the same as that of Harris.

“He is getting on well? — He is; in every case where a tenant purchased it is the same — all are getting on well.

“You do not know any case in which they have failed to pay the instalments? — Not a single case, of course every one knows this has been a bad year and there may be a case where a man had to borrow under unfavourable circumstances. Everybody has to do that occasionally. But in my district it has succeeded, as far as I am aware, in every case, on the mountain lands as well as on the low lands, and in my opinion if it was extended all over Ireland, you would make the people comfortable and contented, and you would have no such men as Parnell, nor any of those land agitators.”

The report of the Commission was published in January, 1881. It found that the 1870 Act had not been successful and recommended that the Three F’s should be granted. Its findings were backed up by the report of the Richmond Commission which had been set up to examine the condition of agriculture in the British Isles, and the Land Law (Ireland) Act, which was passed later in the year, was influenced by the recommendations of both Commissions. The Act established the principle of dual ownership by landlord and tenant and made the Ulster custom legal throughout the whole country. Under the Act a Land Commission and a Land Court were set up, the former to work out fair rents and to look after land purchase schemes, the latter to deal with disputes between landlords and tenants on rents and other related matters. Under the provisions of this Act for land purchase 731 tenants bought their holdings. However, the main benefit to the tenants was the right to take their rents to the Land Court for reduction under the Fair Rent clause.

However this Act did not satisfy the demands of the Land League and agitation, though much less violent than heretofore, continued for the rest of the decade. Before the end of the century, six Acts were passed relating to the land problem. Perhaps the most significant of these was Balfour’s Act of 1891 which substituted peasant proprietorship for dual ownership as the principal of land tenure. It did make more money available for the purchase of land by the tenants but



R. N. Savage

there were so many strings attached, that less than half of it was taken up, and it required an amending Act five years later to remedy the situation.

It has already been noted that some purchases of holdings by the tenant did take place as a result of the various Acts of Parliament. However the really big transfer of land from the landlords did not take place until the new century, and this was brought about mainly by the Land Act of 1903, usually called the Wyndham Act. This Act made provision for the raising of sufficient funds to enable the Government to purchase the estates from the landlords. To encourage the landlords to sell they were offered a bonus of 12%, while the period of repayment for the purchasing tenants was 68½ years. During the latter part of 1903 many pages of the local newspapers are taken up with accounts of negotiations between landlords and tenants for the transfer of the ownership of the land. The following are the reports of the negotiations relating to the Drumbanagher estate:—

1. 15th October, 1903, Two representatives of the tenants are appointed to meet Major Close:—

**THE LAND ACT****The Close Estate**

“A meeting of the tenants on the estate of Major Close, J.P., Drumbanagher Castle, near Newry, Co. Armagh, was held on the evening of the 12th inst. in Poyntzpass, for the purpose of considering the question of the purchase of their holdings under the recent Land Act. A letter was read from the agent, Mr. H. S. Close, J.P., stating that Major Close would receive any representative deputation of tenants on a date which could be subsequently arranged, and he would himself then make known the terms on which he could enter into the question of sale. After discussion, Messrs. R. N. Savage and Heber A. Magennis were appointed to wait on Major Close and ascertain the terms upon which he would offer to sell his estate to the tenants. The following resolution was also adopted:— “That we hereby pledge ourselves to act in one united body in all dealings with our landlord regarding the purchase of our holdings, and we promise that none of us shall treat individually or behind the back of the others in regard to anything affecting the said sale.”

**2. 17th October****TERMS OF PROPOSED SALE**

“Yesterday Major Close of Drumbanagher Castle, near Newry, Co. Armagh, submitted to a deputation of the tenants the terms upon which he is willing to sell the Drumbanagher and Acton estates. The terms are as follows:—

1. 15 per cent. reduction on rents fixed in or since the year 1896.
2. Beneficial leaseholders wishing to purchase their holdings will be individually dealt with.
3. The year's rent due 1st November, 1903, is remitted.
4. Interest at the rate of 3½ per cent. per annum to be paid by the purchaser on the amount of his purchase money from the 1st November, 1903, until the day from which the purchase annuity begins.
5. Arrears of rent owing on the 1st November, 1902, to be added to the purchase money not exceeding one year's rent and a half.
6. Sporting rights reserved to landlord.”

**3. 22nd October****TERMS DISCUSSED —****Amended Terms to be put to Landlord**

“A meeting of the tenants on the Close estate in Drumbanagher was held in Poyntzpass on the 19th inst., to consider the terms upon which the landlord had expressed his willingness to sell. The Rev. G. Lavery, M.A., presided and there was a large attendance. Mr. Heber A. Magennis read the terms, which were in effect 15 per cent. reduction on the second term rents or 26 years' purchase, the sporting rights to be reserved to the landlord and one year's rent remitted. He also mentioned that Major Close had received Mr. Henry and himself with the greatest courtesy, which, indeed, was in keeping with the traditions of the Close family. A lengthened discussion ensued on the terms. Two motions were submitted to the meeting — one that the landlord should be offered 25 per cent. with the present year's rent included in the purchase money; and the other that the landlord should be offered 20 per cent. with the present year's rent remitted. The former proposal was adopted. The Chairman said the first term tenants would get more favourable terms, because their rents were higher. Mr. Magenis remarked that Major Close had stated that he thought about 32 per cent. would be allowed to that class of tenant. They could settle that question by putting some of the first term tenants on the committee when they were selecting one. They could make the best bargain possible. It was then resolved that the following committee should interview Major Close and offer the terms to which the meeting consented — Messrs. P. Savage, Hugh McCaffrey, R. Whiteside (Drumbanagher), Ralph Williamson, Herber A. Magenis, Francis Monaghan, David Alexander, J. White, M. Canavan, W. J. Fisher, Peter O'Hagan, P. Rafferty, Hugh Flack, William Hunter, Thomas Agnew, John D. Henry, Robert McKnight, Alex. Stewart, and James McGuill. The Chairman asked what was intended to be done in case their terms were rejected. Mr. Magenis said that with regard to the remark of the chairman he had a final resolution to propose, which was as follows:— “That if it was found by the committee that the year's rent could not be added to the purchase money in the 25 per cent. agreement, that it was the feeling of that meeting that the landlord be offered 20 per cent., and that in the event of the landlord refusing these terms no further communications be held with the landlord with regard to the sale.” (Hear, hear). Mr. Henry — Don't close the door. (Hear, hear, and dissent.) Mr.

Magenis said this remark of Mr. Henry's was significant, and for his part he certainly would not dream of entering into negotiations with the landlord below this figure. They were not compelled to buy, and he (Mr. Magenis) would use his influence to prevent others from negotiating at any higher term. (Applause.) The newly-formed committee then held a meeting to arrange a date upon which they should interview the landlord, after which a vote of thanks was passed to the chairman for presiding."

#### 4. 27th October

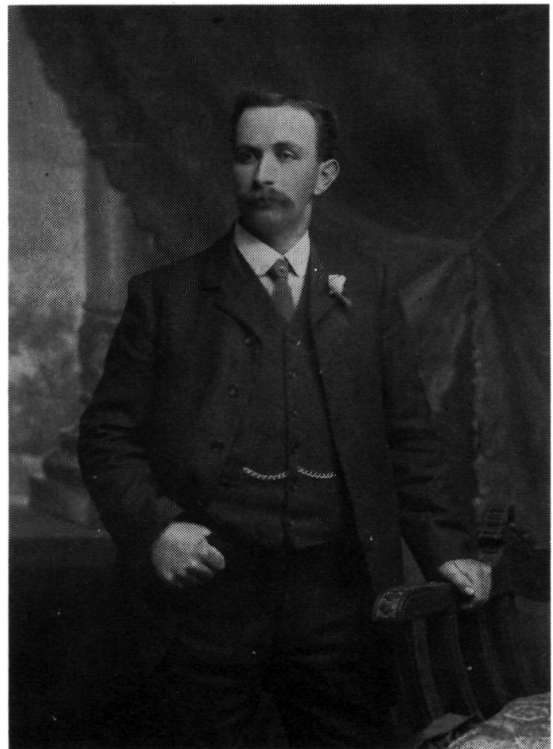
##### THE AMENDED TERMS

"Yesterday evening a meeting of the tenants on the Close estate in Drumbanagher and Acton was held in the Courthouse, Poyntzpass, to further consider the question of the purchase of their holdings under the recent Land Act. The Rev. Mr. Laverty presided, and amongst those present were — Nathaniel Henry, Adam Lygitt, James Morton, Alex. Stuart, Mr. Rice, William Hunter, Robert Ewan, James Wright, Thomas Agnew, Henry Finch, W. J. Woods, R. Henry, S. Woods, John Sands, J. Doran, Robert Minnis, Hugh Meghan, Thomas McGaw, Hugh McCaffrey, James McGuill, W. J. Fisher, Thomas Clarke, John Lamb, Hugh Flack, J. Hutchinson, Edward McGuill, Robert McKelvey, James Slevin, Wm. Gordon, John Hunter, John O'Hare, Robert Whiteside, Thomas Hutchinson, Thomas Atcheson, Richard Whiteside, John Campbell, James Atcheson, Jack Bittles, Hugh McAnally, Ed. McGuill, G. Spence, Alex. Hunter, Michael Mooney, James Finch, John White, R. Savage, Heber A. Magenis, Thomas Robinson, George Denny, R. Hunter, Thos. Morton, Hugh Stratten, Alex McCombe, John Rice, Robert Whiteside (Damone), D. Little, Stewart Little, Alex. Stewart, P. Rafferty, P. O'Hagan, Thomas Murphy, W. Stewart, William Sterritt, John Cunningham, Fras. Monaghan, and others.

"The Chairman called upon Mr. H. A. Magennis, as the representative of the deputation which waited on Major Close on Friday last, to submit the amended terms offered by the landlord.

"Mr. Magenis said that these terms were that the first term tenants should have a reduction of 36 per cent. with the present year's rent included in the purchase money, and the second term tenants a reduction of 20 per cent. with the present year's rent

included in the purchase money. The purchase money was to be paid in 68½ years at 3¼ per cent. The payment of the first annuity was to be made on the 1st of May, 1904, at 3½ per cent. interest, to run from the 1st of November, 1903, until the deeds were prepared. The sporting rights would be reserved to the landlord with the restrictions that he shall not sublet any portion thereof. The reception given to the deputation by Major Close was in keeping with the traditions of the Close family. In Major Close they had a landlord desirous of doing well towards his tenants and of selling on fair terms; but as regarded Mr. Henry S. Close, the agent, they could not say that he had kept up to the traditions to which he had referred on the occasion of the deputation's visit. Mr. Henry Close had described the last meeting as a "cock and bull" meeting, that it was not representative of the tenants at all. (A voice — Nothing of the sort.) They had done all in their power to summon all the tenants, and he had taken the liberty of telling Mr. Close that the tenants who would not attend the meeting were not worthy of their consideration. (Hear, hear.) He had stated the terms; it was for them to give them their consideration.



Heber Magennis

“The Chairman thought they ought to accept the terms. It was not likely they would get better terms. Some of them might have longings for the passing of another bill with a compulsory clause, which would compel the landlords to sell; but to his mind it was not likely such a bill would be passed very soon, for there were so many landlords willing to sell as to absorb all the money the Government was willing to advance. Furthermore, the terms two or three years hence would require to be especially favourable to make up the deficit between that time and the present — they would require two or three years forward 6s instead of 4s to make them occupy as good a position as they had at the present. It would therefore seem to be a right thing to buy on the terms offered. Mr. John Redmond had sold on practically similar terms to those proposed by Major Close. If Mr. Redmond was willing to sell they could not be wrong in following a similar track. Their judicial lease did not please anybody. Every fifteen years they must be revised. Those leases were a damper on the progress of agriculture. It was no use making improvements under present circumstances. (Hear, hear.) Another thing he would wish to mention was that after agreeing with the terms every farmer would be richer by 3s 4d in the £ — the value of his holding would have increased 20 per cent., or, in other words, for every £100 worth of land he held he would have £120 worth. He wished to make clear the meaning of the 3½ per cent. interest. They would have to pay a little more until Major Close had settled the deeds, but in all probability that would be cleared up very soon. It was for them to decide what they would do. They would require to come to a conclusion, and when they had arrived at that conclusion they would require to canvass all the townlands, as there were over 500 tenants, and only some 150 of them were present. He would like to hear what the meeting had to say about it.

“It was eventually agreed, after considerable discussion, to select representatives to go round the tenantry individually and have a plebescite taken.

“Votes of thanks were then passed to the Chairman, Mr. Magenis, and Mr. Savage, the speakers eulogising the efforts of the two latter gentlemen in initiating and carrying to a successful conclusion the work of having terms of sale made.

“The meeting then dispersed amid ringing cheers for the committee and chairman.”

### 5. 3rd November

“At a meeting of the Tenants’ Committee of this estate in County Armagh, the canvassers who were appointed to go round the different townlands on the estates were present, and handed in their papers, from which it appeared that 250 tenants declared for purchase and only five declared against. Mr. R. N. Savage was appointed to communicate the result to the estate office. Nothing remains now to be done until the Estate Commissioners issue their agreements, which will have to be signed by every tenant on the estate.”

In the report of the Devon Commission we were told about tenants on the Drumbanagher estate in the 1840’s having to borrow money at exorbitant rates of interest to pay the rent on their holdings. Now sixty years later their descendants are in a position to purchase their farms from a landlord who is willing to sell them. And so the Irish land question would cease to be a problem for politicians and legislators, and would become a subject of study for the historian.

