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I.—*Compulsory Purchase as a substitute for the Revision of Judicial Rents* By John H. Edge, Ex-Legal Assistant Land Commissioner.

[Read Tuesday, 28th November, 1893.]

Revision of rents now imminent.

A QUESTION has been frequently mooted, which must soon be determined, namely, what course the government will take in respect of judicial rents, which will shortly be legally capable of revision under the 8th section of the Land Act of 1881? That section declares, in effect, that a notice to revise a judicial rent may be served during the last twelve months of the current statutory term of fifteen years, and under the combined effect of this section, and the 60th section of the same act, tha first batch of judicial rents which will come up for revision will be those in which the fifteen years of the statutory term commenced, from the rent or gale-day which occurred earliest after the 22nd August, 1881, the date of the passing of the Land Act of that year. The almost universal autumnal gale-days in Ireland are, the 29th September and 1st November, and consequently those terms which are computed from the 29th September, 1881, will be the earliest in the field, and their tenants will have a year from the 29th September, 1895, in which to serve notice to have a new judicial rent determined. Thirty-six thousand tenants are, at present, holding under statutory terms, which will expire in September and November, 1896, and if even a moderately large number of them, or their landlords, are dissatisfied with the judicial rents, or any other matter connected with the hearing and decision of the cases, the Land Commission and County Courts will be flooded with work, and long before the numbers of the earlier cases are sensibly reduced, others will come pouring in from each succeeding gale-day.

Prices as a test of rent.

Unless, then, parliament intervenes, the Sub-Commission and County Courts will soon have more than enough to do, as it is ad-

mitted on all sides that so far as agricultural prices are a test, the rents fixed in the first few years of the Land Act are relatively higher than those fixed in later years. This proposition got, indirectly, legislative sanction in the Land Act of 1887, as by the 29th section of that statute the Land Commission was empowered, in the year 1887, to temporarily vary judicial rents fixed in the year 1881 and following years up to the 1st January, 1886, so as to bring the rents fixed in each of these years in accord with the prices of agriculture prevailing in the year 1887, and similarly the Land Commission, in the years 1888 and 1889, respectively, was authorised to vary these rents in accordance with the prices of 1888 and 1889. This section was passed owing to the fall in prices in the years 1886 and 1887. The Land Commission, therefore, in compliance with the Act of Parliament, in the years 1887, 1888, and 1889, successively, published lists of percentage alterations in the judicial rents, determined in each of the five years I have mentioned, based upon the prices which were ascertained to have been obtained in the various poor-law unions throughout Ireland, the percentage variations being thus regulated according to the unions in which the holdings happened to be situate. The result of these calculations gave the judicial tenants generally substantial reductions for the year 1887, and smaller reductions for the two following years, with the rents in some cases left unaltered, and in a few instances increased, the rents fixed in 1881 and 1882 being, as a rule, reduced, and in no instance increased. Prices have become lower since 1889, and on the average of all the years since the Land Act of 1881 was passed are lower now than in 1881 and the years immediately following, and unless a marked improvement in prices takes place before 1896, it seems probable, that so far as the prices of agriculture enter into the determination of the judicial rents, the tenants who got their cases earliest heard will be entitled to reductions in the amounts which have been fixed. It is pretty certain that the tenants do not wish to incur the expense, delay, and trouble, of having their cases re-heard, and the landlords could not be expected to be anxious to enter on a costly inquiry, in which, assuming that the judicial rents were originally correct, they could not hope for any advantage. It is merely requisite to glance at the 8th section of the Land Act of 1881 to perceive that agricultural prices form only one of the several questions which enter into the determination of the judicial rent, and a large number of landlords and tenants, though naturally desirous to escape the necessity of a second trial, would be dissatisfied if the rents were varied on the scale of prices alone, and would demand a complete re-hearing.

Whether a revision of rents will be legally equal to an original hearing

The tenants, rather than the landlords, objected to the amount of the temporary revisions under the Act of 1887 being narrowed down to the question of the scale of prices, and the majority of them would resist a permanent revision being regulated on that basis, and the landlords also, apart from other reasons, may, in many

instances, consider that if their cases were now heard for the first time, owing to legal decisions, they would be entitled to have them dismissed altogether, on account of the holding coming under one or other of the numerous exceptions in the Land Code. It is also quite possible that a tenant who was entitled to get a rent fixed in 1881, may have disentitled himself to obtain the same relief since that date, and it appears from the strict language of the statute that the second hearing need not be confined simply to the revision of the rent, and that either party can open up the whole subject afresh, and rely either on an alleged error in the original hearing or on a change of circumstances since that period. It seems right that the ownership of new improvements, or the cause of the deterioration of the holding ought to be inquired into, and it seems equally just that the landlord might rely on a parting by the tenant, with the occupation of a substantial portion of the holding, or on any other change in the situation of the parties which would entitle him to have the case dismissed, but it would be absurd for a sub-commission to re-open, at least without fresh evidence, a demesne question previously decided on appeal. There were, undoubtedly, many cases in which the person who occupied the position of landlord or tenant at the original hearing, had not a sufficient pecuniary interest in the result to induce him to spend time and money, in seeing the landlord's or tenant's interest, as the case may be, put properly forward, and it would be hard on his successor to shut him out from supplying his predecessors deficiencies. Even if then, in the first instance, the rents were altered without a fresh hearing, by the publication of a scale of prices in analogy to the 29th section of the Land Act of 1887, an opportunity should be given to either party to have the case reheard, and if there are any arguable reasons for contending that the powers of the tribunal on the hearing are not clearly defined, it would certainly be extremely unjust to allow the time for its commencement to arrive without removing all doubts which exist on the subject, and any Act of Parliament which was introduced for the object might also remedy the defects and anomalies which have from time to time become apparent in the working of the Land Acts.

Sub-letting to Labourers, etc.

I cannot refrain, though it is somewhat foreign to the subject in hand, from giving two examples of seeming defects in the Land Acts which press hardly on tenants and labourers, without any real advantage to landlords, and which ought, I submit, to be remedied. The first is sub-lettings to herds and labourers; the second is that of a farm being taken, with herds or labourers, as tenants, living on it. Once it is conceded as reasonable that a landlord should be allowed to oppose a tenant in getting the judicial rent fixed for a second period of fifteen years, on the grounds that the tenant had ceased to occupy and cultivate a substantial portion of the holding, and had in fact turned himself into a middleman, it appears to be only reasonable to make some relaxation in the stringency of the law against sub-lettings to herds and labourers, who are necessary

for the proper cultivation and management of the farm. The Land Act of 1881 was intended to benefit occupying tenants only and to exclude middlemen, but it surely never was contemplated to lower the condition of thebona fide labourer ; the single clause, however, which can be interpreted, in modification of the necessity of the actual occupation of the applicant was the provision in the statute, that a tenant who sublet with consent should not be ousted of his right to have a fair rent fixed, consequently a tenant who sub-let without consent to a labourer, was outside the benefit of the Act. The 4th section of the Land Act of 1887 was passed to remove this defect, but has only partially done so and does not apply at all to any sub-letting however small, or trivial, or beneficial, made after the passing of the statute, or during the currency of a statutory term, and as matters stand at present, whilst Poor-law Guardians are erecting cottages at the public expense, for the improvement of the condition of herds and labourers, a tenant who cunningly manages to plant his workmen on another man's holding, or keeps them wholly at his own mercy as servants, can get his rent fixed, whilst his neighbour who treats his labourers as tenants and gives them a few acres of land, not only is deprived of the benefit of the Land Acts, but has his own labourer getting a judicial rent fixed against him. And again, a tenant is outside the Land Acts, for the purpose of having a judicial rent fixed, if he takes subject to the tenancies of persons who are necessary for the working of it, although the portion of the farm included in these tenancies is comparatively trifling, either in area or value, and although the landlord planted these persons as labourers on the holding, and knew that they were on it when the farm was let; such a case is wholly unprovided for in the Land Acts, as the creation of the tenancies cannot be considered as sub-lettings made by the tenant, the tenancies having been in existence prior to the letting of the farm, and simply continued after the letting was made. The present state of the law, in respect of these cases, is manifestly calculated to create unfriendly feelings between tenants and labourers, and also prove injurious to the cultivation of the land.

Agricultural Tenants who have not yet entered Court.

It is estimated that there were 500,000 tenants in Ireland at the passing of the Land Act of 1881, who might be considered popularly as agricultural tenants, though many of them came within the excluded classes in that Act. Up to the 31st March, 1893, judicial rents had been fixed in 288,054 cases, 158 judicial leases and fixed tenancies had been sanctioned, 58,477 cases had been dismissed, struck out, or withdrawn, and 11,480 applications were awaiting trial. These figures include the entire work in and out of court, accomplished by or pending in the Land Commission and County Courts, and include rents fixed by statutory agreements, and estimating the total number roughly at 350,000, it appears that 150,000 tenants had not, at that recent date, taken advantage of the Land Acts and served an application under them, and probably there will in the Autumn of 1895, when the earlier judicial tenants will be

entitled to serve notice for a revision, 100,000 tenants left, who will not, up to that date, have entered Court, though entitled to do so. When the Land Act of 1887 admitted leaseholders to the privileges of the Land Acts, and a large number of lessees consequently served notice, their example, coupled with a fall in prices, stimulated numbers of yearly tenants who had not previously gone into Court, and if the statutory tenants thronged in to have their judicial rents revised, it may, in like manner, be anticipated that others, who up to that period had been wavering, would be induced to follow their example and so swell the numbers.

Injurious effects of revision of rents.

The perpetual revision of rents, besides entailing a large burden in costs on the the community, would permanently establish a spirit of unrest and discontent throughout the country, and discourage improvements. It is very unlikely that a tenant, on the eve of the expiration of a statutory term, will be inclined to lay out any money, which will enhance the value of his farm or increase its productiveness, it is true that his actual improvements are provided for by the Land Acts; but the Irish tenant is suspicious, and however well improvements may be safeguarded, I think it cannot be denied that when a tenant owns the fee-simple of his farm and realizes that he has got all which the legislature can do for him in the way of land reform, he has less to distract his mind from improving the condition of the soil.

Alternatives to revision of rents.

When parties had served notices for revision of rents they might be offered the option of having the rents varied according to the average scale of prices which had prevailed since the passing of the Land Act of 1881, or according to the report of lay Assistant-Commissioners without any hearing in court. The first, if there was a block of cases, would be the speedier remedy, and probably the two courses would be likely between them to satisfy a considerable number of the applicants, and the residue in which a re-hearing was required, or in which a judicial rent had not been previously fixed, might be further diminished by allowing compulsory sale and purchase under the supervision of the Land Court. The purchase code, which got its first great impetus under the Ashbourne Act of 1885, has been always looked to as likely to supercede the necessity of fixing judicial rents, or revising them when fixed. It has done good service already in that way, and can its operation be safely quickened is the question for consideration. The principle upon which it has been hitherto carried on is that no sale, with the partial exception I will hereafter allude to, takes place unless the landlord is willing to sell and the tenant to buy, and considering the difference of opinion in Ireland as to the value of land, the amount of work accomplished under these statutes has been very considerable, but, as might have been expected, the difficulty of agreeing on a price has been most felt in those very cases, when the relations between landlords and tenants have been least friendly, and

when consequently the necessity for a sale which would terminate their disputes is most urgently needed. The partial exception to the sale being voluntary is where tenants purchase in the Court of the Land Judge. In these cases, the sale, so far as the tenant is concerned, is completely voluntary, and so far as the landlord's interest is involved, is not compulsory with any special reference to the Land Purchase Code.

Work done under the Ashbourne Acts and the Purchase Act, 1891.

The ten millions advanced under the Purchase Acts of 1885 and 1888 are now practically exhausted, as loans under these acts to the amount of £9,840,793 were sanctioned and to the amount of £9,325,438 were issued up to October, 1893, but advances, amounting only in the whole to £934,254 were sanctioned, and to £578,479 issued up to the same period under the Purchase Act of 1891, leaving, therefore, nearly the whole of the advances capable of being made, under that act, still available.

Many sales at present really compulsory

Even as it is, many of the sales under these acts have been practically compulsory, without any blame attaching to anyone, a landlord, from various circumstances, may be forced to sell, and in Ireland at present there are not any, and for some years past have not been any, people willing to invest money in purchasing lands in the hands of tenants, a landlord so situated then can only look to the tenants to treat with, and they, knowing their landlord's difficulty, expect and get bargains. On the other hand, tenants often purchase for more than the farms are worth to escape eviction for arrears of rent which have accumulated, and which the landlord may be legally entitled to enforce. The purchase money, at the best, is not regulated by any principle, and is neither a competition value, or a produce, or arbitration value, and is subject to no check, except the report of the Land Commission Inspector, on the question whether it exceeds the amount which can be safely lent out of the public purse on the security of the farm, and as the government has the security of the tenant's interest in the holding as well as the landlord's, the fact of the loan being sanctioned is no proof that the purchase-money was not excessive.

Cost of making Title.

One of the most serious drawbacks to the working of the Purchase Acts is the cost of making title to the landlord's estate, and also to the various charges on it, and the payment out of these charges or apportional parts of them. It frequently occurs that a few tenants on a large estate may be willing to purchase and the landlord would be willing to sell, except that the landlord's solicitor warns him that the lowest estimate of the costs of making out title would be far more than the whole amount of the purchase money of the tenants who were willing to buy. These expenses, even with the exertions of the most ingenious and conscientious lawyers and legislators, cannot be very much reduced on the first examination of an Irish

landlord's title, though, owing to the provisions in the recent Registration of Title Act, a previous investigation can be now utilised on future occasions. A normal Irish title involves a settled estate with mortgages and family charges, quit-rent, or crown-rent, tithe-rent charge, inpropriate tithe-rent charge, and often fee-farm rents, or rents under long leases with land improvement charges and life or perpetual annuities, and sometimes, in addition, interesting but costly litigation on the rights of reversion in the crown and other special peculiarities of each estate. If, then, there was compulsory sale and purchase, a landlord when served with a notice to revise a judicial rent could reply with a notice to purchase, and at the same time, bring in the other tenants also, or if there were a few tenants only on an estate willing to buy, the landlord could compel the others to join in the sales, in which case the costs, on being spread over the entire transaction, would not, in proportion to the entire purchase money, act as a prohibition, or where there was a disagreeable landlord inclined to obstruct instead of encourage advancement or improvement, the tenantry could unite in making him sell to them.

Compulsory Sale and Purchase.

I think the landlord should be empowered to force the tenant to purchase, and the tenant similarly empowered to compel the landlord to sell, subject in all cases to the consent and control of the Land Commission, by whom in case of difference the price should be fixed, as in cases under "The Redemption of Rent Act" of 1891. The consent of the Land Commission ought not to be given without hearing the objections, if any, of the person whether landlord or tenant, or incumbrancer, who may be unwilling to have the sale carried out; it ought also to be the duty of the Land Commission to fix a fair price, providing, if expedient, for costs and arrears of rent, and to permit only such an advance as will secure the government from loss, and also to refuse their sanction if either the objections appear to be reasonable, or if the amount of public money capable of being advanced in any county appears likely to be insufficient to meet all the claims on it, and to prefer such other cases as would appear more to the general advantage to have carried out. The chief preliminary point for the Land Commission to settle would probably be the question of the arrears of rent; a tenant ought not to be allowed to wipe out his arrears by forcing his landlord to sell without a thorough investigation of the merits of the case; and on the other hand a landlord ought not to be permitted to block a sale by allowing impossible arrears to accumulate. These questions seem capable of solution in Scotland, on the Crofter's Commission, and cannot therefore be regarded as insuperable difficulties in Ireland. It would be impossible to enter into the many objections which might be properly considered reasonable on the part of either landlord or tenant to have the sale postponed or altogether prohibited, and on the other hand, when it may appear a hardship to the individual, it might be right, on public grounds, to let a sale proceed. It has been recently recognized in England by the Court of Appeal, in cases under the settled Land

Acts, that the general interests of the tenantry and peasantry in a district might outweigh the private interests of an owner, and it seems that making the Purchase Acts compulsory, conditional on the assent of a public body like the Land Commission would not be more arbitrary than forced sales under Incumbered Estates Court Acts, or acts for the making of railways, or for any other national purposes.

Machinery for carrying out Sales.

Even admitting the necessity of compulsory purchase, either as a less serious evil than perpetual revision of rents, or as warranted by other reasons, two difficulties at once present themselves which may be urged as rendering the remedy unworkable, in case it causes a sudden flood of business and demand for public money, namely: (1) where is the machinery to be obtained for carrying out the sales? (2) where is the purchase-money to come from? The first objection is the less serious one, and may be more apparent than real; the titles to be examined would be from a comparatively small number of estates in proportion to the number of cases, and the farms to be inspected would lie in groups, and if there would be a sudden rush it would only be for a time, and be met with temporary assistance. It might be possible, also, to transfer a portion of the business to the various divisions of the High Court in Ireland. A large amount of money for the compulsory purchase of land under the Railway and other Acts, has been from time to time lodged in the High Court and paid out to the owners on showing title, without any increase to the ordinary working staff engaged in the matter.

Supply of funds for advances on sales.

The second objection, as to the difficulty of finding the purchase money is more serious, but I think not insurmountable; in order to establish the advisability of the adoption of a modified form of compulsory purchase, it is not necessary, in the first instance, to prove that it can be carried on to an indefinite extent under the existing Purchase Code. I simply urge that as all parties in the country are agreed that a substantial increase in the number of fee-simple occupying proprietors would be an advantage, the operation of obtaining them ought to be quickened. Up to the present the total amount expended under all the purchase Acts, exclusive of sales of Glebe lands, has been £10,561,273, in money or loans actually paid or issued, namely, £416,802 under the Land Act of 1870, £240,554 under the Land Act of 1881, £9,325,438 under the Purchase Acts of 1885 and 1888, and £578,479 under the Purchase Act of 1891, and on these the state has practically lost nothing. In round numbers about 20,000 tenant's have purchased their holding under these statutes, which, though it shows good solid work, is a small inroad on the 500,000 tenants of Ireland, and the numbers are unequally distributed throughout the country. I merely propose to try whether the attempt to establish an occupying proprietary may be hastened, without injustice to any one or loss to the state, for the double purpose of carrying into effect, the creation of an

intermediate class not bound up by pecuniary interests, in either the landlord or tenant classes, and also of diminishing the necessity of a perpetual revision of rents. Each of the Purchase Acts of 1870, 1881, 1885 and 1891, was necessarily tentative and varied from its predecessor. Under the Bright clauses of the Land Act of 1870, and the corresponding sections of the Land Act of 1881, the instalments of principal and interest were spread over a period of thirty-five years, whilst under the Ashbourne Act of 1885, and the Purchase Act of 1891, the term has been extended to forty-nine years. Under the Ashbourne Act and the Purchase Act of 1891, the entire purchase-money can be advanced by the government, but the provisions of the later Act are less conducive to sales, mainly, without going into details, because when the price is less than twenty years purchase, an Insurance Fund must be supplied by increasing the amount of the instalments, during the first five years, and because the purchase money is advanced in government stock and not in cash. These differences when examined into do not press so unfavourably on the tenant as at first appears, particularly as he is credited with the Insurance Fund, and can obtain the benefit of it at a later date, and when the provisions of the Purchase Act of 1891 are better known, they may be made more use of than they have been up to the present.

Extension from forty-nine years to seventy-five years, of the period during which instalments are to be payable.

It has been pressed on all sides, notably by the Landlords' Committee in Ireland and by the Irish members in parliament, that the period of forty-nine years could be usefully further extended. In a paper which I had the honour of reading before this society, in 1886, I endeavoured to show that an extension of the limit of forty-nine to seventy-five years, would be a boon to the tenants, and increase the security of the state, and the change I advocated also included a gradual reduction at intervals in the amounts of the instalments during the earlier years of the term which, in this respect, was similar to the scheme afterwards elaborated in the Purchase Act of 1891 for the purpose of creating the Insurance Fund. The calculations which I submitted to you on that occasion were kindly made for me by my esteemed friend, the late Rev. J. A. Galbraith, Senior Fellow of Trinity College, Dublin, whose eminence and attainments as a mathematician and actuary were universally recognised. I took, as an example, a rent of £100 a year, at twenty years' purchase, and on the basis of the instalments of principal and interest being repayable in seventy-five years, and the instalments being higher in the earlier period of the term. The calculation worked out as follows: £80 as the annual instalment for the first five years, £75 for the second period of five years, that is, from the beginning of the sixth to the end of the tenth year; £70 for the period of five years, that is, from the beginning of the eleventh to the end of the fifteenth year; and £65 for the remaining sixty years. The amount of the instalments thus payable during the first five years would be £20 less than the original rent, and this amount would be further reduced by quinquennial drops during the first fifteen years, until it

would have fallen to £65, or less than two-thirds of the original rent of £100. A tenant might of course be enabled to redeem his annuity at any time, either in whole or part, on favourable terms, by paying the balance or a portion of the balance of the purchase-money then due, so that to him the increase in the number of years during which the annuity, if unredeemed would be payable, could be no disadvantage, and might, on the contrary, by the reduced annual amount during the greater part of the term, enable him to tide over bad seasons. In the case which I have taken of a rent being estimated at twenty years' purchase, it must be assumed that the purchase-money could never be estimated at such a high figure unless the supposed rent of £100, payable at the date of the purchase, was a very moderate rent, and when the amount of the instaiments was reduced to £65 during the last sixty years of the term, it is very unlikely that any loss could be suffered by the exchequer on the transaction. I am aware that from the financial frame of the Purchase Act of 1891, it would be difficult to alter the length of the period during which the instalments would be payable, but as the indemnity of the government from loss is the motive for its restrictions, I give the suggestion for consideration; meanwhile. nearly the whole of the thirty millions which it is calculated can be advanced for Ireland under that statute is still available and can be used in testing the expediency of compulsory purchase, without any alterations in the financial details of this the latest Purchase Act, and if a discretion as I have proposed is given to the Land Commission in the selection of the loans, they can economise the money at their disposal, so as to apply it to such cases as are most urgently needed with due regard to the security of the investment.

Is a Peasant Proprietary incompatible with a Resident Gentry?

It may be contended that, although a state aided land purchase would prove useful if slowly developed, such an undertaking would be injurious if stimulated by compulsion, and would substitute in too great numbers peasant proprietors for the existing tenants, and thereby banish the landlords and the educated middle classes from the country. No one can question that a resident educated gentry are a public advantage. To say nothing of their social value, they have been always in the British Isles amongst the foremost pioneers in improvements in agriculture and the breeding of cattle, and until lately in Ireland they discharged many of the duties which have now devolved on the Congested Districts Board. The landlords who have ceased to reside in the country parts of Ireland have, in most instances, done so, owing to disputes between them and their tenants, and the surest way of restoring them is to remove the cause of disagreement. It is not for me to enter into the merits of such disputes, which had their origin in agricultural depression arising from economic changes which could not have been well foreseen or controlled, and for which both parties were unprepared. There is little fear, on financial grounds alone, for many years to come of all, or nearly all, the landlord's estates being purchased by the tenants, and the only immediate result which could be reasonably anticipated

from compulsory purchase would be the sales of estates which would have been long since sold, except for the difficulty in fixing the purchase-money and providing for arrears of rent and costs of sale. The Land Acts and the Ballot Act have already deprived, either for better or for worse, the landlords of almost the whole of the influence which they derived from their properties ; but it does not follow that a gentleman living in his country house on his own demesne may not still be a source of great social good, and looked to for advice and assistance by the people amongst whom he resides, more especially when the causes which created discord between him and his neighbours have been removed.

Will a Peasant Proprietary subdivide?

Another objection to the establishment of small proprietors is the apprehension that their farms will be subdivided into an innumerable number of small holdings which will be unable to support the occupiers, and that the country will be pauperized, and ready for a terrible famine on the first bad harvest. The Irish landlords have been accused of encouraging, in the beginning of this century, the subdivision of land for the purpose of swelling their rent-rolls, and increasing their political influence. However that may be, we find them during the quarter of a century which came immediately before the famine of 1846, encouraging large farms, and using their parliamentary influence successfully in obtaining a most stringent code against subletting, which did not perceptibly check the evil, which it was intended to remedy. Whether promoted or discountenanced by the landlords, subdivision continued at an increasing rate until the Famine and Repeal of the Corn Laws, and since that period the consolidation and enlargement of farms has been promoted by the peasantry themselves, owing to changes in agriculture and their advancement in social comforts. The only rural districts in which there is now any strong tendency to sub-division are those which supply the migratory labourers, or in which there is some employment unconnected with the land. It has been often shown that the differences of climate between Ireland and the Continent are quite sufficient to prevent any tendency to the *morcellement* system, which prevails in France, even if it were admitted to be an evil. I can only say in conclusion, that unless the country is prepared for a permanent and general revision of rents, commencing within the next two years, some substitute must be at once provided to take its place, and if compulsory purchase is not approved of, some better remedy must be adopted, and that quickly, as our experience tells us that an Irish Land Bill cannot be speedily run through parliament.