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The estates of Trinity College Dublin in the nineteenth century

Abstract

Author: R.B. MacCarthy

The college landed estates comprised some 200,000 acres or 1.08% of the land of Ireland. They were concentrated in the counties of Armagh, Donegal and Kerry. They were larger in extent than the estates of any of the colleges of Oxford and Cambridge although a great deal of the land in both Donegal and Kerry was of poor quality.

At the beginning of the century almost all the land was leased to a small number of middlemen of high social standing. This was general practice at the time especially for corporate landlords. But the college did not follow the general trend away from the middleman system as the century progressed and the identification of the reasons for this forms a major concern of the thesis.

There was considerable public and parliamentary interest in the estates in the wake of the Devon commission, the famine and during the investigations of the Richmond and Bessborough commissions in the 1880's. The wish of the college's perpetuity tenants to escape rent increases under the special college act of 1851, frequently gave rise to motions in both houses of parliament for public enquiries into the working of the act. The special provision for Trinity College, Dublin in the 1903 land act gave rise to further parliamentary interest and led to the appointment of a royal commission of enquiry under the chairmanship of Lord Justice Fitzgibbon.

The management structure of the estates is described and the respective roles of the board and bursar is evaluated. The crucial fault is located in the failure to appoint a professional chief agent as recommended by the Whately commission.

A number of estates came under the direct management of the college due to the surrender of middlemen during the agricultural slump and Land War of the 1880's. The college's not very successful relations with occupying tenants are described, in particular in the Iveragh peninsula in Kerry where the college engaged in both agricultural and urban improvements on a large scale.

The college escaped major financial loss during the process of land purchase mainly by sacrificing the middlemen. The readiness of the senior fellows and, notably Provost Traill, to sacrifice their fellow-Unionists in this way is traced not merely to self-interest but also to a recognition that Trinity College represented the last institutional bastion of Southern Unionism. The study concludes with an account of the financial provisions which the college negotiated with the government of the Irish Free State in the wake of the 1923 Land Act.

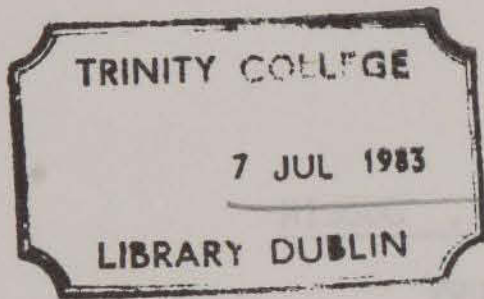
THE ESTATES OF TRINITY COLLEGE, DUBLIN
IN THE NINETEENTH CENTURY

A dissertation submitted in 1982 to the University
of Dublin for the degree of Doctor in Philosophy,

by

Robert Brian MacCarthy, M.A.

THESIS
663



A dissertation submitted in 1983 to the University
of Dublin for the degree of Doctor in Philosophy

Robert Brian Mackay, B.A.

DECLARATION

"I declare that this thesis is entirely
my own work and has not previously been
submitted to any other university."

R.B. MacCarthy

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Abbreviations

BR	Register of the board of Trinity College.
JESH	Journal of the Economic and Social History Society of Ireland.
JRSAI	Journal of the Royal Society of Antiquaries of Ireland.
*Mun	Muniments of Trinity College, Dublin.
NLI	National Library of Ireland.
PLV	Poor Law Valuation.
PRONI	Public Record Office of Northern Ireland.
TCD	Trinity College, Dublin.
UCD	University College, Dublin.

* The prefix "Mun" is used by the library of Trinity College to denote all college records except Provost Elrington's notebooks which for some reason are simply referred to as MSS 4956-62.

Acreages are expressed throughout in statute measure. Unless otherwise stated, currency is expressed in sterling to the nearest £.

ACKNOWLEDGEMENTS

But for two people this study would not have been written. The first is Professor L.M. Cullen, who accepted me as a research student in rather unusual circumstances and has ever since been consistently helpful and constructive in his criticism of what I have written at each stage of the work. The other is Dr. D.J. Dickson who, in the midst of his own doctoral research, never failed to find time to discuss mine and to cast instant illumination on my doubts and uncertainties. To both of them I shall always be grateful.

The keeper of manuscripts at Trinity College, Mr. W. O'Sullivan, first made me welcome to the manuscript room when I was still an undergraduate. He will understand why I here mention just one member of his staff, Miss M.C. Griffith, whose scholarly labours in calendaring the college muniments have shortened my own by several years.




For advice and assistance, I am also indebted to Mr F.J. Carney, Miss C.C. Clements, Dr. J.S. Donnelly, Mr E.Y. Exshaw, the Reverend Dr. V.H.H. Green, the countess of Leitrim, Dr. W.J. Lowe, Dr. W.A. Maguire, the late Sir Norman and Lady Stronge, the Honourable Hedley Strutt and Dr D.A. Webb.

Dr W.E. Vaughan kindly allowed me to consult his unpublished Ph.D. thesis. A more personal debt is to the Very Reverend J.T.F. Paterson whose generous hospitality was almost continuously availed of during the writing of this thesis. Finally, I must express my thanks to Miss N. O'Sullivan to whom fell the unenviable task of producing a typescript from my handwriting.

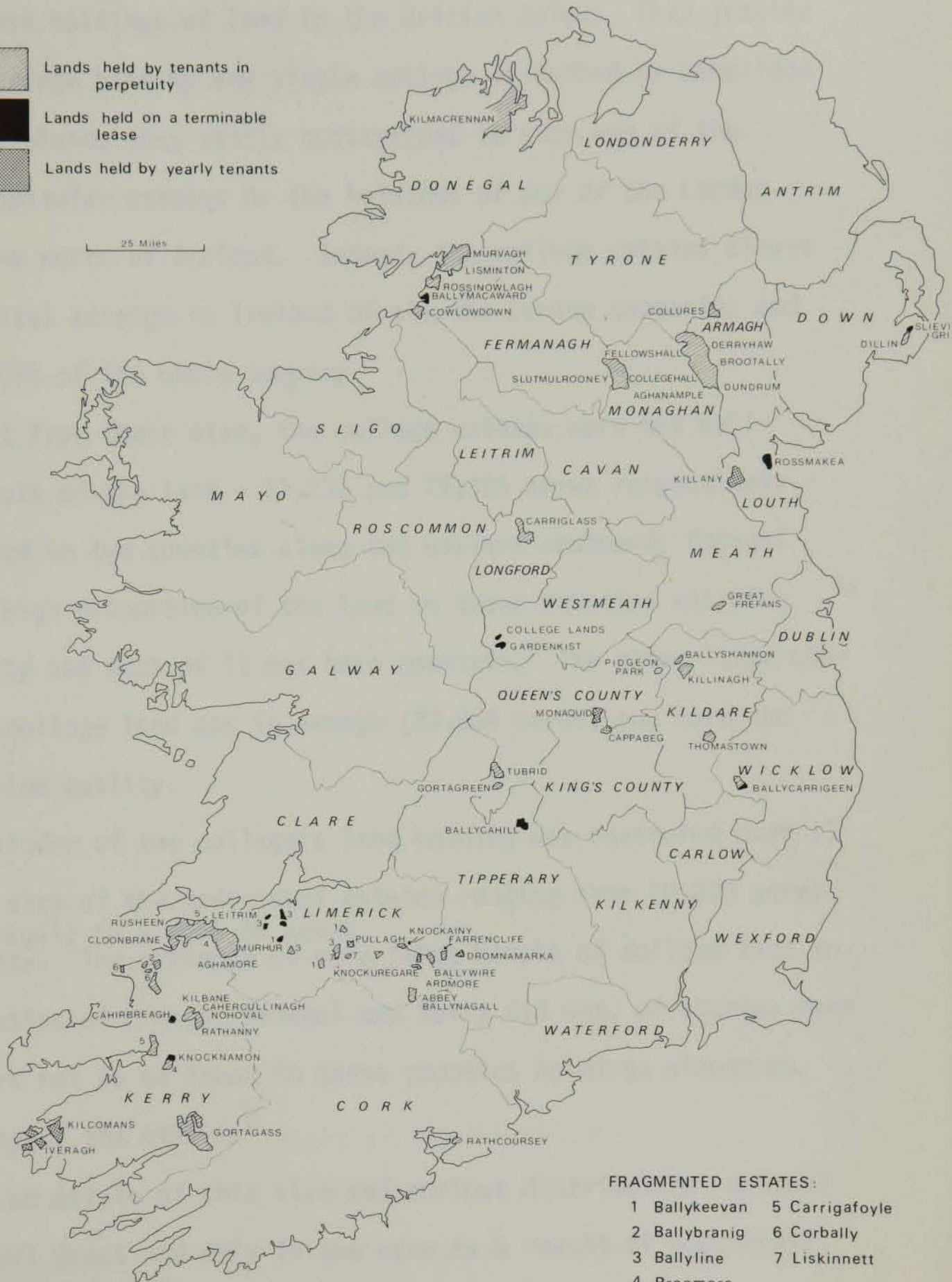
The map and diagram have been drawn by Mr. P. Ferguson.

R.B. MacCarthy.

THE ESTATES OF TRINITY COLLEGE
DUBLIN circa 1870

-  Lands held by tenants in perpetuity
-  Lands held on a terminable lease
-  Lands held by yearly tenants

25 Miles



FRAGMENTED ESTATES:

- 1 Ballykeevan
- 2 Ballybranig
- 3 Ballyline
- 4 Broomore
- 5 Carrigafoyle
- 6 Corbally
- 7 Liskinnett

CHAPTER 1: INTRODUCTION

At 195,573 acres the estates of Trinity College Dublin were among the largest holdings of land in the British Isles. They greatly exceeded the acreage held by any single college at Oxford or Cambridge while, within Ireland, they vastly outstripped in size any of the episcopal or capitular estates or the holdings of any of the London Companies in the north of Ireland. Indeed, the college estates almost equalled the total acreage in Ireland of all the London companies and amounted to 1.08% of the whole country.

But apart from their size, the college estates were not well-placed. The bulk of the land - 63,230 and 75,326 acres respectively - was concentrated in two counties along the western seaboard: Donegal and Kerry. A high proportion of the land in these counties was of inferior quality and much of it was bare mountain. The other large concentration of college land was in Armagh (23,034 acres) and here the land was of prime quality.

The remainder of the college's land holding was scattered over 13 counties, the size of the individual estates ranging from 10,000 acres in Co. Fermanagh¹, to a mere 26 acres in King's County. The presence of very large blocks of college land in the three counties of Armagh, Donegal and Kerry did not, of course, mean that there were not to be found in these counties holdings almost as small as in any of the others.²

How had an estate of this size and curious distribution arisen? Largely by royal grant and only in one case as a result of a purchase decided on by the college.³ The greater part of the college's landholding in Munster dated from 1597 when a large portion of the lands of the attainted earl of Desmond in Kerry, Tipperary, Limerick and Cork,

which had been forfeited to the crown in 1586, were by royal letters granted to the college.⁴ Prior to this, in 1595, the college had been granted a patent for the discovery of any concealed lands in the kingdom.⁵ The college employed agents to track down such lands - usually those forfeited for rebellion and as yet undetected - and this is the origin of the many small parcels of land whose effective management was to prove so difficult in the nineteenth century. In 1610 the second great benefaction from the crown occurred, when a large block of land in Ulster was received as part of the wholesale transfer of land from the native Irish proprietors known as the Ulster plantation.⁶

Subsequent additions to the estate were minor by comparison. In 1654 Bishop Richardson of Ardagh, a former fellow who had benefited greatly from college leases, left the estate of Carriglass⁷ in Co. Longford to the college; while the 600 acre estate of Ballycahill in Co. Tipperary was received in 1665 in satisfaction of a bequest by Elias Travers. In the same year the college received the estates of Killanny (1145 acres) and Rossmakea (397 acres) in Co. Louth under the will of Mrs Ann Echlin. The Monaquid estate in Queen's County (1265 acres) was acquired in 1688 for £1,150 from proceeds of the sale of college plate,⁸ while in 1758 the final accession to the college estates took place when Provost Richard Baldwin left to the college the portfolio of miscellaneous properties in Counties Wicklow, Kildare, King's Co. and Down which he had amassed during his 41-year tenure of the provostship.

There was one other benefaction from the crown. Under the act of settlement a landed estate was granted to the successive provosts of Trinity to be enjoyed by them quite independently of their college emoluments. It comprised 1534 acres in Co. Meath and 33,689 acres in Co. Galway. These lands were managed personally by the provosts quite

separately from the college administration. The records of the estate were kept in the Provost's House and were lost during the present century.⁹ For these reasons the provost's estate has been excluded from the scope of this study.

A recent study in Irish land history has noted the general limitation that the landowners who compiled and preserved reliable records were for the most part proprietors of large estates,¹⁰ and it goes on to remark that information about smaller landowners is less commonly available. It is the object of the present study not merely to throw light on such smaller landowners, many of whom were to be found holding land from the college, but also on the whole complex of relationships subsisting between the tiller of the soil at one extreme and the owner in fee at the other which went to make up the complicated and often baffling phenomenon of landlordism in Ireland.

Moreover, a study based on the estate records of Trinity College, though subject to limitations which will be outlined presently, has in several respects an advantage over a study, however well-documented, of any individual Irish landowner. For not merely did the college estates range in size from the largest to the smallest, but on them were to be found examples of almost every conceivable landholder existing in nineteenth century Ireland. The presence of numerous layers of middlemen between the college and the actual tillers of the soil meant that a bewildering variety of persons ranging from peers of the realm to indigent maiden ladies could correctly be described as exercising the role of landlord. When it is realised that the college lands were to be found in 16 of the 32 counties of Ireland, the importance of the college estates as a random sample of Irish landholding will be apparent.

But the view of this phenomenon presented in the college papers is necessarily an oblique one. The college was primarily concerned with those who held directly from it,¹¹ and not with the lower ranks of middlemen. Most of these head tenants held other lands in fee - frequently their college lands represented a minority of their holdings - but naturally the college concerned itself only with its own lands and its own direct tenants. Nonetheless, something of the total picture emerges in cases where the middlemen were driven by adverse economic conditions to surrender their interests. Where available, use is made of the estate records of the college's lessees and the lower middlemen.

However unwilling it was to do so, the college could not entirely escape contact with the plight of the actual occupiers of its land. The attempts of various groups in Ireland to lay responsibility on the college for the state of its land will be described in due course. The most remarkable feature of the management of the college estate lay in its tenacious survival as an example of a middleman system right up to the 1903 Land Act. In an examination of this system and the reasons why it survived against the general Irish trend and the example of the colleges of Oxford and Cambridge lies the central interest of the work. But the college estate was not merely an example of the middleman system in Ireland. Increasingly during the latter half of the nineteenth century, the college found itself in direct relationship with occupying tenants in the same way as any individual landlord. The approach of the college to tenants in these circumstances is delineated and an entire chapter is devoted to a detailed study of its relationship with the largest of these directly-held estates. The inconsistent approach of the college to estate management is considered, and the effects of a lack of professionalism and of conflicting objectives are assessed. An account is also given

of the financial returns from the estates and their significance for the growth of the college.

Thus the present work sets out to be a study not merely of institutional management on the model of an Oxford or Cambridge college, but also of a uniquely complex middleman system together with an account of direct management on a particular estate in Munster analogous to that of a company estate in Ulster.

In making such an attempt there are a number of limitations to be taken account of which arise from the nature of the material. The first has already been mentioned: that reference to tenants and conditions on the estates appear in the college papers only when and for as long as they were of administrative concern to the college. Before the advent of directly-held estates in the latter half of the nineteenth century, such concern could be very fleeting indeed. Furthermore, the picture painted in the documents is necessarily one-sided and it gives for the most part only the point of view of the college. Unfortunately, only in a few instances have the families of the principal tenants preserved their papers, and even in these cases correspondence relating to college matters has turned out to be fragmentary.

But this is not the only limitation which has been encountered. The college archives are themselves seriously deficient. The regular series of estate rentals begins only in 1852, although there is evidence to suggest that the collection of rentals was once far more extensive. Correspondence concerning estate management is meagre. A full set of incoming letters from local agents survives only for the 1880s, although such correspondence must have been equally voluminous both before and after. Bursar's letter-books have survived only from the years 1817-35; 1876-7 and 1879-1934. The Armstrong and Leitrim papers survive, but

access to them was refused. Otherwise estate correspondence occurs only as scattered single items.¹²

If the maintenance of the middleman system is seen as the central feature of the college's approach to its estates in the nineteenth century some account must be given of the origins of the system as an instrument of management both by other corporations and by landlords in general. For in treating its property in this way, Trinity College behaved, at least initially, no differently from most other corporate bodies. The system was called 'beneficial leasing' and most of its characteristic features dated from the seventeenth century. It was regularly employed on the estates of Oxford and Cambridge colleges, of bishops and cathedral chapters.¹³ The practice relieved a college of a number of responsibilities. The lessee bore all the risks inseparable from land ownership: of failing to find a tenant in times of rural distress, or of loss by bankrupt or absconding tenants; and he performed the necessary detailed supervision for which the college would otherwise have had to employ an administrative staff. Fellows of colleges had other affairs to attend to and lacked the opportunity, even if they possessed the ability, to conduct a vigorous management of their property. The point was well put in 1718 by William Fleetwood, bishop of Ely in his Value of College Leases Consider'd :

'But because Men of Letters and bodies Corporate cannot so well manage their estates as Laymen or a Single Person may do, if they kept them in their own Hands, or let them out at a Rack Rent, (especially when they are distant from them;) I think 'tis Instance of Discretion in them, to encourage all People to be willing to be their Tenants, by Leases of a considerable term of years, Renewable at all times upon reasonable Consideration.'¹⁴

while J. P. Mahaffy, later provost of Trinity College, puts the matter into an Irish context:

'It was an obvious policy of the College to favour friendly middle men accustomed to country life, and ready to undertake the trouble of managing a large native tenantry.'¹⁵

But there was a heavy price to be paid. The reserved rent represented only a proportion of the yearly value of the estate - at Trinity College Dublin it came to be regarded as 50% - and there was a tendency both at Dublin and elsewhere for it to remain unchanged for very long periods.¹⁶ As B. E. S. Truman has noted, it was common place for corporate institutions to let land well below the market value.¹⁷

The strict definition of a middleman as "the recipient of a lease who himself re-lets all or part of the land demised to him",¹⁸ covers a great variety of arrangements and re-letting was prevalent in several parts of Europe.¹⁹ ~~Europe.~~ But its prominence in public debate was unique to Ireland.

The leading critic of a middleman system (and indeed the coiner of that description) was Arthur Young whose central argument was that intermediate tenants made no improvements. But in Irish circumstances it was to be expected that landowners would welcome the presence of a buffer between them and the occupiers which would go some way towards ensuring a regular and dependable income from the estate. The alternative was to set up and maintain a proper system of estate administration and attempt to grapple direct with the teeming tenantry. Few landlords were prepared to undergo what Wakefield in 1812 aptly termed the "fatigue of dealing with people of that description",²⁰ until changes in economic circumstances pointed to decisive advantages in so doing.

Dickson has distinguished four distinct categories of middlemen in late eighteenth-century Ireland:

- (1) the protestant chief tenant who was a legacy of the seventeenth century plantations which required the introduction of English and Scottish tenants. Moreover, the protestant tenant was more likely to attempt the range of agricultural and land-use changes that a landlord sought in order to raise the value of his estate. Part of this protestant chief-tenant's holding would be sub-let in a variety of ways;²¹
- (2) in many non-plantations areas the old Roman catholic families continued as 31-year leaseholders. This was especially so in Munster where one of the best examples are the O'Connells of Derrynane, who also emerged as middlemen on the college estate of Iveragh towards the end of the eighteenth century;
- (3) the lease speculator who was a non-farming tenant jobbing in leases. Absolute owners preferred a contractual relationship with someone other than an occupier engaged in small-scale subsistence farming. It was this class of middleman which was very frequently found holding college land; and
- (4) the perpetuity tenant holding a lease for three lives renewable forever who was a middleman in name only. A large part of the estate bequeathed to the college by Provost Baldwin had been already alienated in this way.

Although at the beginning of many tenancies lease-holders could be bona-fide farmers and employers of agricultural labour, in many cases they or their heirs became sub-letters of much of the land held whether in freehold or on determinable tenures - on the Baldwin lands tenants came to include a baker in Chapelizod, a clergyman in Doncaster and a private gentleman in Rome.

The middleman system was not without its defenders, who took issue with Arthur Young's claim that a middleman could not be an improver. In a pamphlet of 1790, it was claimed that 'it is the want of capital which gave rise to middlemen who take large tracts of ground to let it

at advanced rents to dairymen and to poor farmers' and that these middlemen supplied the entire stock to dairymen and a large amount of working capital to farmers.²² In 1821, Whitley Stokes declared 'the middleman is necessary to Ireland as the shopkeeper is necessary to London. The London consumer cannot deal conveniently with the merchant nor the Irish small farmer with the nobleman or gentleman.'²³ In fact, it could be said that Irish middlemen were the nearest thing to a middle class that the greater part of rural Ireland possessed. Since the landlord in fee, even if resident, was likely to be in regular touch with only part of his estate, the middleman was much more likely to be filling the roles occupied in England by resident gentry or substantial yeomen. Such a role was indeed hinted at, even though disparagingly, by Lord Henry Petty in 1805 when he referred to middlemen as "a sort of small needy gentleman who finds his means inadequate to his expenses".²⁴ As late as 1834, Henry Inglis in the course of his Irish tour, remarked "many middle-men are excellent landlords and like those from whom they hold, ought to be judged by their individual character".²⁵ Indeed, some witnesses before the Poor enquiry of 1836 reiterated that middlemen supplied the lack of resident landlords.²⁶ In fact, while middlemen varied in important respects, they were frequently themselves the direct farmers of part of their holdings - and sometimes among the best farmers. This makes it difficult to make an overall judgement on their virtues and vices.

An instance where middlemen rather than the landlord led to the improvement of an urban centre is provided by the case of Castlecomer, Co. Kilkenny. A recent study²⁷ has chronicled the role of the middlemen on the Wandesforde estate in developing the town during the first half of the nineteenth century. Direct landlord participation in the development was small:²⁸ construction of the more substantial town

buildings was carried out by tenants, who invariably held large farms as well. Landlord influence was expressed in the granting of leases on favourable terms as an inducement to build, and insistence on the maintenance of the street framework.²⁹ Moreover, it seems that the majority of the buildings erected by the middlemen between 1796 and 1820 were dwellinghouses erected for reasons of prestige rather than for commercial purposes.³⁰ Alas the town of Cahirciveen founded by middlemen on the college estate of Iveragh, exhibited quite the opposite characteristics when the college came into possession.

But there was a less attractive side to middlemen which came increasingly to the fore as the Irish population increased during the boom period between 1793 and 1815. Obviously in order to qualify for the description, the middleman was an intermediary who sub-let land, but in response to population pressure, the middleman tended to exercise little control on further sub-letting among his tenants.

William Nolan's study of the 13,488 acre Wandesforde estate at Castlecomer provides a good illustration of the manner in which sub-letting frequently progressed. In the 1830s, of the 8,810 acres leased, the landlord had 713 immediate tenants on leases dating from the late eighteenth century, while these tenants had 2,067 sub-tenants under them.³¹ Sub-letting was greatest on lease holdings of 300 acres or over and least on holdings of 100 acres and under. Thus, only two of the eight leaseholders of 300 acres upwards resided and actually farmed their lands. Only one of the four leaseholders of 200-300 acres was a resident farmer and the others had entirely sub-let. The middlemen's profit rent was substantial: £5,360 compared to the head landlord's rent of £4,574.³² There was a distinct absence of improvements on the sub-tenanted townlands and it was said that they presented a picture of a

"dishevelled and deteriorating landscape".³³ While it is accepted that not all middlemen were non-improvers, the evidence at Castlecomer suggested that the great majority of middlemen were content with the income derived from under-tenants.³⁴

Lord Rosse correctly diagnosed the reasons for the virtual disappearance of the protestant 'great farmers' during the early nineteenth century: land was now being let to Roman catholics, he complained, "in order to get higher rents and more voters ...".³⁵ Undoubtedly the economic argument was the primary one in bringing about the decline of the middleman system. Due to a growth in tillage at the expense of grazing land, values were rising and, from the beginning of the nineteenth century, landlords showed themselves loath to renew long leases since, by letting land for shorter periods, they could obtain a share in the profits now to be made out of agriculture. They also began to display a growing confidence in their ability to manage an occupying tenantry through the medium of professional and full-time agents. Moreover, the change in agricultural practice had itself contributed to the phenomenon of middlemen: for in the eighteenth century, many of Lord Rosse's 'great farmers' would have been direct graziers and these were now re-letting much of their lands to smaller holders for tillage.

It is probably too much to claim, as J. H. Donnelly does, that with few exceptions, Irish landlords refused to renew leases to middlemen after 1815.³⁶ Both the Poor enquiry and the Devon commission discovered that middlemen were still prevalent on a wide scale, but certainly by the date of the latter enquiry, the death-knell had sounded for middlemen. Ironically, the matter was well summed up by Wilson Gunn, a college lessee, in his evidence to that last mentioned commission:

"In no case do I know of a landlord renewing with a middleman. Immediately the lease falls out, the landlord takes the tenant immediately under himself - therefore they know their time is very short and they make the most of it".³⁷

The process was not limited to Ireland. In England and Wales, as land values rose in the earlier part of the nineteenth century, there was also a shift from leasehold to yearly tenancies which necessarily entailed the abolition of middlemen, and by 1840 in Wales, it was reckoned that nearly all leases for lives or 21 years, had fallen in and had been replaced by tenancies at will.³⁸

From the evidence presented to the Poor enquiry in 1836 and to the Devon commission in 1844, a general picture of the middleman system as it then existed in Ireland, can be attempted. The Poor enquiry had already been informed that the disposition to let land to middlemen was "decreasing fast"³⁹ and this was attested by witnesses as far apart as Wicklow and Kerry. Clearly the determination of the landlord in fee to obtain the major share of the income being made on his property was the principal factor in ensuring the demise of a middleman system. Under the pressure of population, more and more land was being brought into profitable cultivation and there was fierce competition for land among occupying tenants.

Of course lesser middlemen tended as part of the process of expropriation, to be swallowed up by superior middlemen. The 1836 enquiry found that in Co. Wicklow there were instances of 4-5 layers of middlemen, but that 2-3 was more usual, while in Kerry there were by then, seldom more than one or two middlemen between landlord and the occupier - the estates of Trinity College Dublin being cited as a notable exception

in having three or four.⁴⁰

That even this estimate was greatly exceeded in particular instances was shown by the evidence of Wilson Gun~~n~~ who admitted to eight layers below him on his college lands.^{41.}

The operation of the system can be misunderstood if it is assumed that several layers of middlemen either resided on the spot or that the layers were necessarily constituted of individuals identified with a rural way of life, or even with residence in the countryside. Middle interests frequently passed into the hands of individuals who resided far away, and who by inheriting an interest, became in a legal sense, landlords to the sub-tenants. It was inevitable that middle interests should in time become widely dispersed: bequests and sales meant that middlemen were to be found among the professional classes and urban dwellers generally. The college records illustrate aptly the variety of middle interests, and the necessity not to define them too exactly in personal terms. Thus, spinster ladies surviving on profit rents, a gentleman resident in Rome, with a passive, even innocent, rentier interest in land are as much part of the system as the middleman resident in the countryside or a village whose active misdeeds or sloth had made him the villain of the landed system. If the emergence of the middleman is a complex affair, so is his disappearance - with the need ever present to distinguish between the middleman resident in rural parts, the absentee middleman identified with agriculture because his income depended almost wholly on profit rents, and the absent or absentee rentier for whom rents were a supplementary or retirement income. In some instances, a tenant paid the rent of his immediate landlord as well as his own to the superior landlord. This occurred on the college

estate of Cloonbrane, Co. Kerry, where an occupying tenant was found to be paying the rent of the middleman (the latter was, it seems, an imbecile) direct to T. W. Sandes the college lessee.⁴²

In such circumstances the number of effective layers of middlemen was frequently smaller in practice than the legal fiction. It remained true of course, that each layer added to the complexity of title and distanced the middle interests from effective control even when the will to change the agriculture structures existed. The complexity of middle tenures became dramatically evident when land purchase was initiated and the occupying tenant found that the willingness of his landlord to sell was related in turn to his ability to come to an arrangement with his superior landlord in a chain of transactions which matched the number of intermediate tenures. This was, of course, why the FitzGibbon commission was appointed in 1905 to investigate the obstacles to a speedy sale of the college estates to the occupying tenants at the suggestion of T. M. Healy who stated in the House of Commons that otherwise some 10,000 occupying tenants on the estates would be denied the chance of becoming proprietors, simply because of the tangle into which the Trinity tenures had got.⁴³

Was this charge true, at least in the 1840s: did the lands of Trinity College harbour more layers of middlemen than others and were the occupiers higher-rented, more miserable and more over-crowded than those on neighbouring estates? Almost all the evidence brought forward to support such a conclusion related to the college estates in Co. Kerry; no complaints were made against the college in respect of its holdings in Co. Donegal, where conditions might have been expected to be similar. The explanation seems to lie in the statement of Lord Lansdowne's agent

to the Devon commission that "a great deal depends upon the description of the tenant deriving under the college".⁴⁴ In Donegal the college lessees were prominent and progressive landlords in their own right. They contributed to improvements and allowed no middlemen between themselves and the occupying tenantry. In the words of George Cecil Wray, a farmer of 500 acres, "Middle-men are unknown in this county except on the college property on which the tenants receive as much encouragement as if the estate were in fee".⁴⁵ Most of the college lessees were resident - only Colonel Connolly was a complete absentee and he paid an annual visit. The lessees also had the good sense to employ efficient agents. In his evidence to the Devon Commission, Alexander Hamilton, agent for three lessees,⁴⁶ remarked that when he had succeeded his father as agent in 1827, he had set about the abolition of the rundale system which had ensured that "industrious tenants were grievously injured by the indolent and indigent".⁴⁷ Yet almost 20 years later rundale was still to be found on college property in Kerry.

Conditions on the Ballycarrigeen estate in Co. Wicklow were not quite as good as in Co. Donegal - ^{the Devon Commission found that} usually two or three layers of middlemen were to be found - but the college lessees had been engaged in consolidation of the size of holdings: in the early 1830s, 23 occupiers of small holdings had been ejected and their lands consolidated into larger farms. Nor had rents been increased despite the immense competition for land.⁴⁸

Charge and counter-charge against the college and its methods of letting its land in ^{Kerry} figure prominently in the evidence given to both the 1836 and 1844 inquiries: it is clear that three and even four layers of middlemen were frequently to be found and that here they were especially ineffective.

An illustration of the amount of profit disappearing into middlemen's pockets was cited to the Devon commission by Christopher Gailwey, agent to the earl of Kenmare. A substantial farm near Bantry was held on a long lease by a middleman at a rent of £50 per annum: he charged his sub-tenants £450 - on expiry of the lease Gailwey set it to the occupiers not at £450 but at £300 which he considered to be the fair letting value. But if the motive to remove the middleman was economic, the evidence before the two inquiries made clear that landlords would also find that under the middleman their lands were likely to have become grossly over-populated and to be totally lacking in "improvements". As the Devon commission was to point out, in Ireland this term merely comprehended necessary farm buildings and fences which were almost universally left to the occupying tenant to provide. The complaint against middlemen therefore, was not that they themselves failed to provide these basic necessities of farming, but that they so over-crowded and rack-rented the land that the occupying tenants had not the means of providing these things for themselves. In the case of the farm on the Kenmare estate already mentioned, the agent's complaint was that he received it from the middleman "in a state of nature".⁴⁹

Was a policy of discouraging middlemen, which characterised landlords on both sides of the Irish sea, followed by the corporate landlords and, if not, for what reasons? The colleges of Oxford and Cambridge seem to have followed the general trend, but a good deal more slowly than other landlords. It was not until 1850 that much was done to put an end to beneficial leasing. The historian of the estates of All Souls College Oxford, places the reason for the change on improved communications and especially on the coming of the railways which enabled the various estates to be managed directly by a single professional agent in place of the former proliferation of local agents.⁵⁰ At St John's

Cambridge, a decision to discontinue fines was only taken in 1851 and, consequently, most of the leases did not expire until the period 1863-69.⁵¹ The English colleges were greatly helped by the Universities and College Estates Act of 1858.⁵² But in the case of these English corporate landlords, pressure from either tenants or the public was minimal and the estates were well managed on the whole. Hence progress depended solely on the willingness of fellows to serve the long-term interests of their foundations, and it was not until the end of the nineteenth century that beneficial leasing could be said to have disappeared.⁵³ Matters were much less tranquil on the episcopal and capitular estates in both England and Ireland. In the case of the episcopal estates there was always the chance and occasionally an instance of a young bishop deciding to refuse renewal and instead to "run" his life against the lease - thus standing to secure a huge wind-fall. In England a see-saw battle was fought between lessees and ecclesiastical proprietors⁵⁴ in the form of parliamentary questions issuing in several parliamentary select committees of enquiry and the matter did not reach a solution until 1851.

Essentially, the lessees tried to claim that the insecurity of their tenure discouraged them from executing necessary improvements and yet at the same time that their tenure was by immemorial custom so secure that they had acquired an interest in their lands which should be taken into account in any proposals to change the tenure. As G. F. A. Best tartly puts it "the church-lessee interest was still persuading itself as it had persuaded itself 100 years before, that the church had no moral right to do what it would with its own, least of all to make as good a thing out of its lands as its lessees made".⁵⁵ This was precisely

the attitude taken by those to whom Trinity College Dublin had leased its land. Hence the various measures taken by parliament in relation to the episcopal and capitular estates had an important effect on the subsequent history of the Trinity College Dublin estates by demonstrating possible ways of ending the system of 21-year leases and fines. These measures and the parliamentary debates to which they gave rise were a major factor in fuelling the agitation with which the Irish college had to contend. But the most important factor was that the Irish ecclesiastical estates had already been subjected to parliamentary control during the 1830s after they had become a bone of contention in the tithe agitation. Archbishop Whately of Dublin had made the bold suggestion to a landlords' committee on tithe in 1831, that all church endowments should be placed in the hands of commissioners who should be empowered to grant long leases.⁵⁶ Ironically, another suggestion made to the same committee was that the clergy should be supported from large blocks of land, on the model of the Fellows of Trinity College Dublin who "have estates in large masses and the tenants of those estates will support the rights of the landlord".⁵⁷ Neither suggestion was adopted and so far as the Irish episcopal estates were concerned, the matter was settled by the Irish Church Temporalities Acts,⁵⁸ which enabled tenants to purchase a fee simple subject to a perpetual annual rent, while the bishops had to content themselves with an annual income equivalent to the previous rent and average fine.

But oddly enough, this did not lead to a similar settlement on the ecclesiastical lands in England of what was formally the united church of England and Ireland. Select parliamentary committees on English church lands sat from 1837-9,⁵⁹ and again from 1847-8;⁶⁰ while a full-scale royal commission on episcopal and capitular revenues reported in 1850.⁶¹

The nub of the argument lay with whether the leaseholder did or did not have a security of tenure sufficient to encourage him to indulge in the increasingly expensive improvements which were by this time becoming a feature of British agriculture. Witnesses before the 1839 committee acknowledged the insecurity of ecclesiastical property in respect of "those expensive improvements of draining, farm buildings etc., which have recently so much distinguished our agriculture",⁶² and averred that the leaseholder would everywhere prefer to erect his farm buildings on freehold land wherever he could find an opportunity of doing so. The committee also found that a deficiency in the growth of timber on church lands was almost universally admitted.

Essentially the question hinged on whether the holder of a 21-year lease with customary right to renew had thereby established an interest which ought to be taken account of in any proposal for the sale of the property and, if so, what was the size of that interest. One extreme was represented by the colleges of Oxford and Cambridge who in the decades after 1850, let their leases expire without any compensation to the lessees. In fact, the topic had been a matter for debate in and out of parliament ever since the enfranchisement of the crown lands at the end of the eighteenth century. It is important that the manner in which Trinity College Dublin dealt with its lessees should be placed in the context of a debate which had begun long before the college entered (or rather was dragged into it) in the 1840s. This was a matter which was of concern to the landed interest in both Ireland and England.

For instance, the younger Pitt had succeeded in having legislation passed,⁶³ ending the taking of fines on the crown lands. The existing lessees were to be given preference over others in the granting of new leases and their beneficial interest was valued at $\frac{1}{20}$ th of the net rent. This system, which had the effect of preserving the middleman but making him pay more, was defended as late as 1851 by one of the witnesses before a select committee of the House of Lords on the ground that thereby a regular rent would be assured from a man of substance and in the witness's opinion the lessees should be yeomen living on or near the lands.⁶⁴

But as the report of the commission on episcopal and capitular revenues made clear, the size of the lessees interest in ecclesiastical lands greatly exceeded the $\frac{1}{20}$ th conceded to the lessees of crown lands. The commission found that the church was usually in receipt of only from a quarter to a third of the value of its estates at rack rent, the remainder being in the hands of the lessees. In the case of the Irish church lands, the size of the lessees interest had been carefully investigated at the time of the passing of the Irish Church Temporalities Act in 1833. During the debate in the House of Commons, Lord Althorp, speaking on behalf of the government, stated that the value of a bishop's lease was only $12\frac{1}{2}$ years purchase, whereas the value of a perpetual lease was 20 years purchase.⁶⁵ The bill therefore proposed that a tenant might have a perpetuity on tender of 6 years purchase (instead of $7\frac{1}{2}$ years). As for the bishops, they merely received for the future, a sum equivalent to the previous rent and average fines. It was this unfavourable precedent which was most likely to be resorted to when Trinity College Dublin came to negotiate with the government, and as will be shown, the college obtained appreciably better terms. Whether it might, in Irish conditions, have succeeded in wholly absorbing the

lessees interest on the precedent of Oxford and Cambridge colleges is quite another matter.

Here it is relevant to cite the case of an institutional landlord in Ireland which succeeded in terminating an established system of beneficial leasing without any compensation to the lessees. The London companies in their management of their estates in Ulster were not limited to 21-year leases as were the collegiate and ecclesiastical corporations and during the eighteenth century large blocks of the estates had been granted on long leases to lessees of similar standing to many of the lessees of Trinity College - for example, the Fishmongers entire 24,000 acre estate had been leased to the earl of Tyrone in 1747 for 61 years and three lives,⁶⁶ while in at least one case,⁶⁷ a company lessee was identical with a college lessee. During the nineteenth century, all but four of the companies repossessed their lands (amounting in all to 205,550 acres) from these middlemen with the intention of improving the lands for the benefit of both landlords and occupying tenants. In the event, only the occupying tenants were benefitted to any great extent. For investment of the order of half the estate income was reflected, not in significantly higher returns for the landlord, but in inflation of the amount of "tenant right".⁶⁸ On all the company estates, sums ranged from 10-12 years rent was being paid in tenant right virtually regardless of the number of years unexpired in the lease. The similarly poor return on investment secured by Trinity College from the only estate which it sought to develop on similar lines, will form the subject of a later chapter.

In what circumstances then, did the beneficial leasing system, pursued by Trinity College Dublin, become an issue and why did the college fail to terminate it without substantial compensation to the

lessees? In the concurrence of two quite separate factors, Trinity College's circumstances can be distinguished from those of academic corporations in England and from the London Companies in Ulster. The first was that its principal lessees tended to be of a more exalted class than the lessees of the English colleges. In Ireland, a great deal of college land was held by prominent members of the landlord class who were well-placed to present their views in parliament,⁶⁹ whereas in England, the college lessees tended to be persons of at best local importance. Secondly, the estates of Trinity College - unlike those of the companies - were mainly to be found in the most depressed and over-populated areas of the country - those areas which most notoriously fell victim to the successive economic crises of which the great famine was merely the worst and which proved to be quite beyond the power of government to surmount or even mitigate. It was to be expected that protests about the lack of landlord leadership and investment should be deflected by the lessees towards what must have seemed a species of mere tax gatherers, whose only object was to have as little as possible to do with its lessees. The lessees, for their part, considered that they were left to perform the role and duties of landlords in increasingly difficult circumstances. In view of the funnelling of much tenant resentment in pre-famine Ireland into the agitation against the payment of tithe to an alien clergy, it was all the more to be expected that a predominantly clerical corporation such as Trinity College Dublin should join the bishops and chapters as convenient objects of disapproval in which both landlord and peasant could join. The bishops' expropriation in 1835 was the signal for agitation against the college tenures to commence.

Bills to force the college to grant perpetuities were introduced into the House of Commons in 1837 and 1838. Neither secured a second reading, but the attitude taken by the college was a paradigm of its whole approach to the administration of its landed property - it prevaricated. The college unwisely began its petition against the bill of 1838,⁷⁰ by saying that the college's custom of making frequent renewals to its tenants meant that in practice they already enjoyed a perpetuity. It then went on to defend itself against the charge of being an obstacle to improvement: 'Although the college by granting leases necessarily transfers to others many of the opportunities and much of the duty of superintendence yet the governing members of the college have on all occasions anxiously availed themselves of the means at their disposal of promoting improvement in the condition of the occupiers of the soil and their holdings'. None of this was actually true - unlike their counterparts at Oxford and Cambridge, the fellows of Trinity College Dublin, seldom or never visited their estates or took any initiative in respect of the condition of the occupiers. The petition went on to refer, correctly, to the very large interests left to the tenants; stated that the college did not vary rents 'to any great extent' and claimed that the college contributed pound for pound with its head tenants to improvements of a charitable nature (there was some not very lavish expenditure to schools under this head). The college concluded its case by 'contemplating with the highest satisfaction the great improvements which had been effected in many parts of its estate ... notably in cases where the principal tenants are resident with the command of capital'; insisted that any case which the tenants could make out about the condition of the college lands was a case against themselves and referred angrily to 'this usurpation of the middlemen'. All

this was very well as far as it went - and it certainly served to have the bill in question thrown out. But it also served to demonstrate the complete unawareness on the part of the college and its advisers of the increasingly vulnerable position which the college now occupied.

Eventually, as will be described in chapter 2, the college was forced to lease most of its lands in perpetuity. Thereafter, its unwillingness to give attention to the management of its property was erected into a fixed principle. The provost and seven senior fellows were attempting too much in seeking to supervise in detail every aspect of college business. It was understandable, therefore, that they should imagine that the granting of perpetuities had removed the need for management - the Bursar was the only member of the board in a position to challenge this view, but then Bursars held office for too short a period to challenge effectively the ingrained assumptions of their elderly colleagues. So they rejected the recommendation of a royal commission chaired by Archbishop Whately in 1851 that a professional land-agent should be appointed. Above all, they had no overall strategy as to whether they should prop-up or seek to expropriate their lessees in the successive economic and political crises which were to distinguish Irish land history in the latter half of the nineteenth century. Instead, they concentrated their weekly attentions on individuals bargains and accommodations; having always in view, it must be admitted, the protection of what they conceived to be the college interest. But given their limited perspective it was inevitable that policies should fluctuate widely from board to board and from crisis to crisis.

The two conflicting policies round which most debates revolved were:

- (a) the mutual help and comfort which should characterise two components of the protestant ascendancy - for such was what the college and its lessees by and large both belonged to, and
- (b) the tenaciously held view that the college must receive its full rent from the estates no matter what might be happening beyond its gates, or who might go to the wall in consequence.

Thus, in response to clamour by the lessees, it accepted a rise of 20% in its perpetuity rents in 1865 when one of 35% could have been insisted on; then ten years later it wholly failed to implement any rise when faced with the pleas of a deputation of tenants. Yet when in the wake of the 1881 Land Act the rents of most occupying tenants were reduced, the college obstinately refused to accept any reduction in income and thus drove a number of lessees to bankruptcy. Had it increased rents when it might with some ease have done so, it would have given itself a margin with which to temper the gathering storm clouds to its lessees - assuming that it wished to retain them. It proved itself ridiculously indulgent to the Maddens of Stulmulrooney and the Lefroys of Carriglass (and lost heavily by them) yet, simultaneously, it presented an unyielding face to the Hickies and Sandes in Kerry. At times (usually under the influence of the future provost, Anthony Traill) it contributed to landlord defence organisations - at other times it professed to be precluded by its constitution from doing so. Nor was the contradiction resolved until the knell of all forms of Irish landlordism was sounded by the passing of the 1903 Land Act - in the ensuing scramble to sell on the least disadvantageous basis the college rigorously insisted on its rights at the cost of its lessees'

interests.

The same lack of consistent management policies distinguished the dealings of the college with its direct tenants which, with the possible exception of Iveragh, it had not in the first place designed to have. No London company or Oxford or Cambridge college attempted to deal with individual cases to the extent that the senior fellows of Trinity College Dublin did. The farcical situation eventually was reached where an elderly clergyman in Dublin was to be found instructing farmers in Kerry on the best methods of planting seed potatoes. Little scope was allowed to agents, and, despite their pleas, no estate rules were laid down in regard to the erection of buildings, drainage or rebates of ^{rent in} periods of distress. Those who approached the board with implausible proposals for small expenditure were more likely to have them granted than were those who proposed more lasting and therefore more expensive works. No overall strategy was formed on investment as a proportion of income received.

Like many other Irish landlords the college was slow to absorb the lessons of the land war enshrined in the 1881 land act. In effect, the land war had demonstrated that the British government would, if faced with sufficient agitation, allow the Irish landlord to be thrown to the wolves under a thin veneer of achieving "fair rents" - the 1881 Act granted on average a 20% reduction in rents to occupying tenants. As recent research has confirmed, tenants were not, with few exceptions, over-rented - but they were unwilling to bear the economic effects of the years of agricultural depression which began in 1879 and they demonstrated that they possessed enough political muscle to shift these losses on to the shoulders of their landlords.⁷¹

In such a situation landlords might have been expected to exert all their influence to have themselves expropriated by the State on equitable terms instead of waiting to have it forced on them by the early twentieth century land acts. At the very least, it was foolish for Irish landlords to invest any further money in estate improvements. Indeed, the college's own dealings with direct tenants on its Iveragh estate should have convinced it that the prospect of any return on investment in an Irish agricultural estate was virtually nil. Yet it was not until 1900 that the vice provost, the Revd. J. W. Barlow pointed this out.⁷² Over the preceding 20 years the board had pursued its usual haphazard course with regard to applications for assistance with "improvements" which in fact usually took the form of requests for abatements of rent.⁷³

In continuing thus to indulge in small-scale paternalism, the college acted no differently from a great many other landlords, some of whom were, ironically, its own perpetuity tenants. But after the curtain finally came down in 1903, the college, in the person of Provost Traill, turned a very business-like face to all comers and, as a result, saved a not inconsiderable portion of its inheritance from the wreck of Irish landlordism.

FOOTNOTES TO CHAPTER 1

1. i.e. Slutmulrooney, Co. Fermanagh - 10,583 acres.
2. e.g. Kilbane, Co. Kerry, 292 acres.
3. This was the Monaquid estate in Queen's County.
4. College deed, 28 June 1597 - TCD MS 21/281.
5. i.e. lands held without a proper title.
6. Further lands in Kerry and Limerick were granted in 1612.
7. 1,225 acres.
8. Mun/P/26/20.
9. Mun/P/30/22.
10. W. A. Maguire: The Downshire Estates in Ireland, 253.
11. The college's direct tenants holding by lease will usually be referred to as "lessees".
12. For a full discussion of the contents of the college archives, see M. C. Griffith: 'The Muniments of Trinity College', in Longroom, nos 12-13, 6-12.
13. See The employment of the estates of King's College in the fifteenth century and early sixteenth century; with special reference to the origins of beneficial leasing, a fellowship dissertation by John Saltmarsh (1930) in the library of King's College, Cambridge.
14. Quoted in Saltmarsh, op. cit. 244.
15. J. P. Mahaffy: An Epoch of Irish History (London, 1903) 171.
16. At King's College, Cambridge, the reserved rent was unchanged from the reign of Elizabeth I to the mid-nineteenth century, but fortunately for that college, part of the rent was expressed in kind - usually stated quantities of wheat and malt or their market value in money. Saltmarsh, op. cit. 13. A similar arrangement was in being at All Souls College, Oxford, Geoffrey Faber: Notes on the history of the All Souls Bursarship and the College Agency, (privately printed 1950, 75) while St. John's College Cambridge came to believe that it was altogether precluded from varying its rents, H. F. Howard: An account of the Finances of the College of St. John the Evangelist in the University of Cambridge 1511-1926 (Cambridge 1935) 47.

17. B. E. S. Truman, 'Corporate Estate Management: Guy's Hospital agricultural estate, 1726-1815', in Agricultural History Review, vol. 28, pt. 1 (1980) 31.
18. D. Dickson, 'Middlemen' in Thomas Bartlett and D. W. Hayton (eds): Penal Era and Golden Age, essays in Irish history 1690-1800, (Belfast 1979) 163.
19. Ibid.
20. Wakefield, vol. 1, 305.
21. See Earl of Rosse to Lord Redesdale, 30 March 1822, MS 3030/13/1, PRONI.
22. James Kearney quoted by D. Dickson, op. cit., 166.
23. Observations on the population and resources of Ireland, (Dublin, 1821) 30-1.
24. Marquis of Lansdowne: Glanerought and the Petty-Fitzmaurices, 116.
25. H. D. Inglis: A journey throughout Ireland during the spring, summer and autumn of 1834, 82.
26. Poor enquiry (Ireland) appendix (F) 175. HC 1836 XXXIII, 177.
27. William Nolan: Fassadinin, land, settlement and society in south-east Ireland 1600-1850 (Dublin, 1979).
28. The Countess of Ormonde built only nine houses between 1796 and 1836, op. cit., 137.
29. Ibid., 141.
30. Ibid., 142.
31. Ibid., 121.
32. Ibid., 128.
33. Ibid., 130.
34. Ibid., 131.
35. Earl of Rosse to Lord Redesdale, 30 March 1822. MS 3030/13/1 PRONI.
36. J. S. Donnelly: The land and the people of nineteenth century Cork, 53.
37. Devon commission evidence, part II, 840 (616) HC 1845, XX, 834.
38. C. S. Orwin and E. H. Whetham: History of British Agriculture, 1846-1914, 168.

39. Poor enquiry (Ireland) appendix (F) 184, HC 1836 XXXIII, 186.
40. Appendix (F) 174 and 183. HC 1836. XXXIII. 176 and 185.
41. Devon Commissioners ~~ers~~ supplement to the minutes of evidence Part II 834 (616) HC 1845 XX. 840. Evidence of Wilson Gunn, Esq.
42. FitzGibbon commission, appendix, 91- 3, HC 1905, XXVII.
43. Hansard, 4th series, vol. 125, 57.
44. Part I, 912 (918). Evidence of James Hickson.
45. Devon commission, part II, 167 (173).
46. Colonel Conolly, The Rev. Edward Hamilton and the Rev. William Foster.
47. Part II, 177 (183).
48. Poor enquiry, appendix (F), 105, 270.
49. Devon commission evidence, part II, 873 (616), HC 1845, XX, 879.
50. G. C. Faber: op. cit., 26.
51. H. F. Howard, op. cit., 179.
52. This enabled colleges to borrow in the short term to cushion their own incomes against the sudden disappearance of revenue from fines.
53. Orwin and Whetham, op. cit., 160.
54. O. Brose, Church and Parliament, 110.
55. G. F. A. Best: Temporal Pillars, 369.
56. Minutes of evidence taken before the select committee of the House of Lords ... into the collection and payment of tithes in Ireland (271) HC 1831-2, XXII, 3.
57. Ibid.
58. 3 and 4 William IV cap. 37 and 4 and 5 William IV cap. 90.
59. HC 1837-8, IX, 42 and HC 1839, VIII, 245.
60. HC 1847-8, XVIII, 416.
61. (1135) HC 1850, XX, 35.
62. Report from the select committee on church leases together with the minutes of evidence (247) HC 1839, VIII, 249.
63. 34 George III, cap. 35.

64. Report from the select committee of the House of Lords on the episcopal and capitular estate management bill (589), HC 1851, XIII, Evidence of R. Barnes, 122.
65. Hansard, 3rd series, 15, 574.
66. O. Robinson: 'The London companies as progressive landlords in nineteenth century Ireland' in Economic History Review, 2nd series, XV, (1962) 103.
67. A lease to Thomas Conolly by the Grocers Company in 1760.
68. A custom mainly to be found in Ulster in which an outgoing tenant could sell (i) the value of the term remaining in the lease, (ii) the priority in negotiating a new lease, and (iii) the goodwill. (W. H. Crawford: 'Landlord tenant relations in Ulster 1609-1820' JESH, vol. II, (1975) 20'.
69. The earls of Leitrim who were tenants of 28,734 acres also held a U.K. peerage; Lt. Colonel E.M. Conolly (1786-1848) who held 13,061 acres of college land was M.P. for Co. Donegal at his death in 1848, when he was succeeded as lessee by his son Thomas (1823-76) M.P. for Co. Down; John Hamilton (1800-84) tenant of 4,185 acres, was nephew of the earl of Longford, while his brother the Rev. Edward Michael Hamilton, joint tenant with him of 3,227 acres, had married the sister of Lord Clermont, Maxwell Close (1783-1867) tenant of 3,249 acres had married the sister of Lord Lurgan and he was succeeded by his son Maxwell Charles who was M.P. for Armagh (1857-64 and 1874-85); The Right Hon. Sir Rowland Blennerhassett Bart (1839-1909) tenant of 292 acres in Kerry was M.P. for Galway 1865-74 and for Kerry 1880-85. Anthony Lefroy (1800-90) tenant of 1,225 acres was M.P. for Longford 1830-37 and 1841-47 and M.P. for Dublin University 1858-70.
70. Mun/P/22/153.
71. See especially B.L. Solow: The Land Question and the Irish Economy 1870-1903, 178-82.
72. Mun/P/27/67.
73. The college still felt an obligation to behave as a benevolent landlord in the case of Rusheen. This was despite the fact that its lessee Colonel Crosbie had been forced to surrender largely due to a 23% reduction in his rent roll imposed by the land court, and that the college had itself been forced to make further reductions to ensure any payment of rent from the estate. Thus in 1891 £8 was allowed to John Bellow for thatching his house and building "a prop" against his back wall (BR 10 October 1891) while in 1895 £20 was voted towards deepening the channel of the Gurteenaclunagh river (BR 12 October 1895). As late as 1897, Mr Barlow visited the estate and apparently sanctioned the building of a new bridge since two years later the agent was asking if he should proceed with it (J. Welply to Rev. R. M. Connor, 2 June 1899), Mun/P/23/1809.

In the case of the Iveragh estate, examples of college expenditure during the 1890s were: £20 towards the flagging of Quay Street; Cahirciveen, £10, for a new road at Cools East; and £150 towards the construction of a pier at Portmagee, while as late as 1907, the college gave £50 towards a new quay at Cahirciveen.

CHAPTER 2

Polemics in and out of parliament

During the famine and the decade which preceded it, the college estates found themselves an object of interest from two potentially hostile quarters. The first was from Westminster where there was a growing interest in the problems of tenure on corporate estates in general and the Trinity College Dublin estates in particular following the settlement of the church lands question. As we have seen, bills to force the college to grant perpetuities were introduced in 1837 and 1838. The second was the attention which the college estates began to attract within Ireland. Middlemen and the practice of subdivision were coming under increasing scrutiny. Foster's indictment ^{in 1845} of Daniel O'Connell's role as a college middleman in Kerry is an apt illustration of this: he had three main charges to make: (i) that O'Connell charged his sub-tenants three times the amount of his own head rent; (ii) that in spite of this he made no improvements, and (iii) that he permitted subdivision to an unlimited extent.¹

The local enquiries held by the Poor Law commission in 1836 and the Devon commission in 1845 provided a platform for general criticism of middlemen and sub-division and, in particular, for attacks on the college estates which were held to exhibit particularly bad examples of these evils. It was the estates in Kerry which attracted the largest volume of hostile comment from witnesses before the two commissions: in his evidence to the 1836 commission, a Roman catholic curate, the Rev. R. Fitzgerald, stated that in the case of the barony of Trughenackmy in mid-Kerry, three or four layers of middlemen were to be found on

But other witnesses admitted to "one or two" layers in the case of non-college properties in Kerry.

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college lands in contrast to only one layer on neighbouring properties. The same witness was under the impression that college property was held on leases renewable forever. Yet George Sandes, a college lessee in North Kerry, stated to the Devon commission that the provost and fellows "may refuse to renew if they take it into their heads".² He applied to the college estates the familiar argument already deployed with regard to the ecclesiastical estates, that this discouraged investment in the property: but with less reason, since ecclesiastical dignitaries did sometimes "run" their lives against their leases. "They (the lessees) do not wish to lay out money under the college", he concluded. A farmer and middleman on college lands in the same part of Kerry gave precisely the opposite reply when asked if college tenure militated against improvement,³ adding that there was great confidence on the part of those holding toties quoties leases.⁴

The agent of one of the largest college lessees in Kerry brought forward a favourite explanation why college land should end up higher-rented than adjoining properties. Having admitted that land was generally let too high in Kerry, he then mentioned that Mr Stoughton's college lands were let higher than his freehold property because "they have raised the fines to such a pitch, we must do something to meet it".⁵ His statement was strictly untrue; fines were fixed in proportion to rent, some modest increases in which were coming into effect in the 1830s as a result of decisions made during the prosperity of the Napoleonic war years. Of this the landlord would have had 20 years notice, assuming that he renewed annually. Alternatively, the agent may have been referring to the fact that if a landlord neglected to renew annually, then the fines accumulated until such time as a fresh lease was taken out.

It was the Gortagass estate near Kenmare which attracted most attention. This was for two reasons. Lord Ventry's agent had remarked in his evidence to the Devon commission: "the small middleman is the greatest nuisance in the country"⁶ and the lessees of the Gortagass estate (9,955 acres) were much smaller land-holders than were the majority of college lessees in either Kerry or Donegal. Essentially they were descendants of William Petty's "protestant colony" of the seventeenth century. There were sixteen of them with holdings varying in size. The largest of them, the Orpens, were for the most part non-resident. Moreover, the college lessees had in this case reduced their freedom of action by the grant of toties quoties leases to an unusual degree - the college bore some responsibility for this by making an early nineteenth century renewal dependent on the granting of such sub-leases.⁷ As a result, there were more layers of middlemen to be found on the Gortagass estate than on any other college estate in Kerry.

The second circumstance which turned the beam of criticism on this estate was the fact that much of it was contiguous with the extensive estate of the marquess of Lansdowne. The Lansdowne estate had for generations been exceptionally well-managed and it was a frequent object of commendation by interested visitors to the area. True to their concept of the duties of a benevolent landlord, successive owners had spent large sums on the consolidation and improvement of their Kenmare estate. Because the Lansdowne property was so well-managed, it was inevitable that the lands of Trinity College should suffer by comparison. Thus in his evidence to the 1836 enquiry, the rector of Kenmare had noted that while large farms on the Lansdowne estate were divided (when opportunity offered) into smaller holdings to meet the

increase of population, this did not happen on the college estate.⁸ In his evidence to the 1844 enquiry the parish priest of Kenmare complained that all the occupying tenants on the college estate held their farms in common - the resultant agricultural chaos to which this practice gave rise was well known - and that two or three tenants intervened between the college and the occupier. In many cases these middlemen were, in his opinion, even more needy than the occupying tenants themselves.⁹ Several witnesses drew attention to the practice on the Lansdowne estate of making an allowance to tenants for the cost of building ^{houses} / and making roads "whereas there never was £100 expended on roads on the college estate".¹⁰ Even Lord Lansdowne's agent gave satisfaction - "he treats the tenants in a very easy manner".¹¹ In the view of the college sub-tenants as expressed to the commissioners "they (the senior fellows) have no inclination to benefit the state of the people, either their corporeal, moral or religious good, only to get what they can out of it".¹² Above all, the college estate was higher rented than that of Lord Lansdowne's - one college sub-tenant claimed that it was one-third higher.¹³ But then Lord Lansdowne's tenants were charged what his agent considered appropriate - not what they offered "which is usually higher" in his agent's opinion.¹⁴

The response of the college to the critics of its Kerry estates was foolishly laconic. Having pointed out that the complaints of the occupying tenants were a matter for their immediate landlords not the college, the college's counsel, Mountifort Longfield, remarked "in former times it was considered to be almost the only merit of a landlord to set his land cheap and the college then did set its land cheap and did nothing else", and he assured the commission that if it was felt that the college should add to the rent so as to be able to

make a greater contribution to improvements than of course it would be happy to do so.¹⁵ What was required was a vigorous and patient long-term policy of removing middlemen as leases expired and a policy of consolidation of holdings to achieve the new Lansdowne minimum of 15 acres, together with prohibition of further sub-division. This attempt to place the blame for the actual state of college land on to the shoulders of the college lessees did not shield the college from hostile comment during the ensuing years of famine: on 25 August 1848 the Kerry Examiner made reference to some estates of Trinity College in that county in the following words:

"we noticed the total apathy, the total neglect evinced when hundreds of poor persons were starving on their estates now nearly 3 years ago and that whilst other proprietors were using every energy for the preservation and amelioration of the condition of their wretched tenantry by personal attendance or by suitable representatives and by money, the estates of Trinity College alone were backward, neglected and uncared for."

Of course the college regarded the situation as the fault of its lessee, in this case the north Kerry landowner Anthony Stoughton and comforted itself with the knowledge that between the winter of 1845 and the spring and summer of 1846 it had spent £2,000 on famine relief, of which £730 had been spent in Kerry alone.¹⁶ Unfortunately, none of these facts were made public, for the college counsel advised "it would be best to let the case pass ... a newspaper controversy ... would be more likely to injure than to serve the college".¹⁷ But obviously these attacks, however unjustified they might appear to the fellows, had an effect. This was all the more so since hostile

moves had simultaneously been taking place at Westminster. In January 1846 the earl of Devon himself introduced a bill specifically requiring the grant of perpetuities on the college lands. Of it, the registrar, Dr Wall, writing to one of the university's M.P.'s, G. A. Hamilton, remarked complacently, "we can feel no apprehension of its passing into law so long as the legislature preserves any regard for justice".¹⁸ On this occasion the college urged that its power to increase rents had not fallen into disuse, 'having been exercised within the present generation', although never in respect of improvements. There had been select parliamentary committees on leasing arrangements on church lands during the three sessions in 1837-39,¹⁹ and a royal commission on episcopal and capitular revenues appointed in 1849 reported in the following year.²⁰ Although these related only to England, nevertheless they kept the matter of corporate estates before the attention of members of both houses of parliament. Always in the background was the highly unfavourable basis on which the Irish church lands had been disposed of. Several college tenants were members of parliament,²¹ and the existence of a powerful lessee lobby was quickly revealed once the college chose to take the offensive. By 1849, the college seems to have come to a decision to run out its leases or at least put itself in a position to do so in selected cases of mismanagement such as that of Stoughton.

Even in the case of an individual landlord this could not be a speedy process - the custom by which a new 21-year lease was taken out almost every year to run concurrently with the already existing leases meant that in most cases up to 20 years would have to expire before the land came into possession - and during those 20 years the property could be subjected not merely to an absence of long-term husbandry, but to every possible depredation and injury to secure short-term advantage.

But in the case of a perpetual corporation such as a college, the running out of a lease gave rise to a further drawback: no fines for renewal would be payable while the lease was being run out and since frequently more than half the true letting value of the land was represented by the fine, the existing members of the corporation would suffer a dramatic reduction in their incomes while their successors stood to make a considerable gain. A degree of altruism was therefore required which was seldom to be found among the fellows of colleges. This difficulty was eventually met at Oxford and Cambridge by an act of 1860, which permitted colleges to raise mortgages with which to cushion the effect of the loss of fine income for existing office holders. But by that date, the die had already been long cast so far as the Dublin college was concerned.

In addition there was a peculiar feature in the constitution of the fellowship body at Dublin which was to constitute a final and decisive obstacle to the orderly running out of leases. Under the Laudian Statutes of 1637, the fellowship body had been divided into two ranks - senior and junior. The government of the college was then invested exclusively in the provost and the senior fellows who were the seven longest-serving members of the fellowship body. By an immemorial custom these eight received, as their personal perquisite, the fines and in the case of the senior fellows, ^{these fines} constituted the greater part of their incomes. The senior fellows' incomes were, as a result, very large in comparison with those of their junior colleagues, but as they would claim, they had often spent upwards of half a century in comparative penury while they waited to succeed to a senior fellowship. They, themselves, stated the difficulty very accurately to the Lord Lieutenant:

'however badly managed a farm may be the board cannot refuse to renew or let the lease expire; for to say nothing of the great loss of income which the present senior fellows would sustain, the amount of renewal fines payable would accumulate with compound interest at 6% on each until they formed a temptation which might induce a future board to renew and to abandon the object for which the existing board would have sacrificed their incomes'.

So any decision to run out or to threaten to run out their leases posed serious problems for the provost and senior fellows of Trinity College Dublin. As far as can now be discovered, they did not seriously consider some arrangement with the junior fellows by which the loss of fine income might be avoided, nor it seems did they put the problem to their legal advisers. Ironically, their principal counsel, Mountifort Longfield, would have been in a position to suggest a way out of the difficulty since he produced a very neat strategem a couple of years later by which time the college had already embarked on a direct approach to government. This took the form of a deputation from the provost and senior fellows who waited upon the Lord Lieutenant of Ireland in August 1849. They requested the issue of a Queen's Letter enabling the senior fellows to make up out of general college revenues any diminution which their incomes might suffer by embarking on a deliberate policy to run out the leases of their landed estates.

The senior fellows must have been disingenuous in the extreme to imagine that government would comply with their request without at least considering the case of the lessees for enfranchisement on similar terms to the lessees of the Irish ecclesiastical corporations. We can now only surmise as to why they chose to go outside the college for a solution. With this risk in view, one possibility is that an attempt by

the board to compensate themselves from college revenues for the loss of their income from fines would have provoked an uprising of the junior fellows in the shape of an appeal to the visitors. An obvious way of placating the junior fellows would have been to allow some increase in their incomes at the expense of that of the members of the board, but this would have been a hard decision for men who had looked forward for most of their professional lives to attaining a level of affluence in their later years.²² It quickly became apparent that in return for the Queen's Letter, the government would require the consent of the college to a bill to enable perpetuities to be taken out by the college tenants. The negotiations with the Irish attorney-general, the Rt. Hon. J. H. Monaghan, were conducted by Mountifort Longfield. Initially the terms proposed were described as 'the full value being the rent which a solvent tenant would pay for the premises',²³ and on this basis the college would have stood to gain a very considerable increase in revenue. But clearly the tenants' interest began to exert considerable pressure on government and the course of the negotiation is marked by the gradual, but steady erosion of the college interest in favour of that of the tenants. The only effective weapon available to the college would have been to break off the entire negotiation and to refuse all future renewals, but this was not resorted to for reasons already stated.

The first turn of the screw was revealed by the publication of the government's bill in the spring of 1850 which provided for the compulsory grant of perpetuities by the college and the exclusion of all buildings from the value of the holdings. Bartholomew C Lloyd²⁴ and Joseph Napier, M.P. for the university, were deputed to inform the attorney-general that the college could never consent to have all buildings omitted from the tenants' valuation nor that the college should be compelled to grant perpetuities on terms less favourable than were the ecclesiastical commissioners.²⁵ Moreover, the ecclesiastical

perpetuities included a provision for periodic revision of rents. By June the board had climbed a considerable way down: now it was seeking the townland valuation of 1836,²⁶ (but with a deduction for buildings) while the attorney-general was seeking an actual limit beyond which the new rent calculated on this basis should not rise above the present rent and fine. Dr Longfield had (without authority) proposed as this upper limit the addition of one-quarter of the present rent and average fines, and the attorney-general had said he would settle for one-fifth.²⁷ In his letter to the provost, Lloyd had said in extenuation of the activities of Longfield and himself that he did not believe that the ~~rent~~^{future} rent could, except in very few cases, rise beyond one-fifth - he was to be proved badly wrong.

The board now attempted to repudiate the concessions which its negotiators had made. They instructed Lloyd to inform the attorney-general that they could not agree to a situation where any particular rent when calculated on the new basis might fall below present receipts. In other words, they were not seeking what came to be known as "the minor limit", i.e., a clause to ensure that the new rent should not fall below the present rent and fines. They proposed that the perpetuity rent should be on the basis of the townland valuation of 1836 with the addition of one-third to bring it up to full value,²⁸ and that this should be periodically brought up to date by reference to the change in the price of agricultural produce on which that valuation was based. Such a valuation would indeed have given a very accurate indication of the real letting value of the lands but the board can hardly have been unaware of the fact that its adoption would have the effect of rapidly extinguishing the huge pecuniary interest in the hands of the middlemen. In any case, the attorney-

general's response brought the board very quickly to a realisation of the realities of the situation: Lloyd wrote that the board's last resolution 'had given great offence'.²⁹ The attorney-general threatened that the government would act without further communication with the college and compel the grant of perpetuities at a rent equal to the present rent and fines 'which is by far the most unfavourable proposition yet made'. In the face of this exercise in brinkmanship, the board abjectly capitulated and the Bursar was sent to wait on the attorney-general 'to express the surprise and regret of the board that offence should so have been taken as none was intended.'³⁰

The college now accepted the townland valuation without the addition of the one-third suggested by Griffith himself to reach the full letting value. More importantly, they accepted that the tenants possessed an interest in their holdings amounting to thirteen years purchase of the difference between their existing rents and the valuation; and they quickly capitulated to the attorney-general's further concession to the tenants that their perpetuity rent should not, regardless of the valuation, rise by more than one-fifth above their present rent and average fine (the board made a feeble attempt to secure one-third). Thus, by this last provision, the college was excluded from the full benefit of a rent calculated on the already unfavourable basis specified above. The board was required to make one further concession which was to deduct three per cent. from the valuation and on this basis the act was finally passed. A final irony was furnished by the spectacle of the bill, having failed for technical reasons to be carried through as a public bill in the session of 1850, being promoted ostensibly by the college as a private bill in the following year. But the attorney-general's final proposals did include a provision that the rent should be subject to variations every ten

years in accordance with the rise or fall in the value of wheat, oats, butchers' meat, butter and wool; a provision which was to cause endless trouble in the future. The bill eventually passed into law as 14 and 15 Vic. cap. 28.

Since the college tenants spent the remainder of the century insisting that the bill was brought in by the college to serve its own interests, it is well to establish at this point that the college had no part in originating it - although, as we saw, it allowed itself to be manoeuvred into the position of eventually sponsoring the chief secretary's proposals as if they were a private bill. Indeed there is evidence to suggest that the bill was objected to by the counsel of the committee of the two houses as being unfair to the college's own interests; and that the college was, on that occasion, advised to follow the example of Oxford and Cambridge and run out its leases.³¹

The principal advisers of the college when it committed itself to these unwise proceedings were its two counsel, Longfield and Lloyd and the two university M.P.'s G. A. Hamilton and Joseph Napier. Longfield, who was soon to enter on a distinguished career as judge in the land courts, was certainly a lawyer of first rate ability, but given the refusal of the senior fellows to adopt any course which put the pleasing prospect of annuities of £800 per annum each in jeopardy, there was little he could do to shield the college from the assaults of government.

By early 1851, before the bill had completed its passage through parliament, the tenants were claiming that it was not to their advantage. A letter which a deputation presented to the board on 20 March 1851 contained the remarkable statement 'were it possible to continue in the position we occupied before any steps were taken in

reference to this bill we should prefer it in the present state of uncertainty of all agricultural prospects in Ireland'. In objecting to the variation according to the price of produce they spoke of the 'admitted depreciation' which had taken place in the letting valuation of land since the time of Griffith's valuation under 7 Wm. IV cap 84, and proposed to retain that valuation 'subject to such modifications as Mr Griffith shall declare to be reasonable'.³²

Whether the Act of 1851 favoured the college or the tenants' interest can be established by an examination of how the perpetuity grants were made in respect of particular estates. The detailed calculations survive in forty-eight cases.³³ The new rents, as calculated, fell in nineteen of these cases within the major and minor limits set by the act, while seven would have been below the minor limit and twenty-two would have been above the major limit. The seven cases by which the college gained from the existence of a minor limit were all small estates - in only one case was the perpetuity rent over £100; but those larger numbers in which the college suffered from the major limit were much more significant. Most were very large estates. The college 'lost' £288 per annum in the case of Slutmulrooney; £248 per annum from Carrigafoyle; £756 per annum from Dundrum; £211 per annum from Cowlowdown; £155 per annum from Rossinowlagh; £169 per annum from Murhur; £174 per annum from Broomore. Of course, the use of the term 'lost' in these cases is a putative one; in none of these was the college actually receiving more than the sum represented by the minor limit. They merely indicate how much the college would have gained had it declined to accept the principle of major and minor limits or had it persisted in its earlier demand for one-third rather than one-fifth above existing rent and fine as the major limit.

It is also worthwhile to compare the new perpetuity rents not merely with the 1836 townland valuation, but with the more comprehensive and lasting tenement valuation of Ireland,³⁴ which was proceeding simultaneously with the perpetuity negotiation all over Ireland and to which the description "Griffith valuation" will henceforth be applied. In the case of the three principal concentrations of college land in Counties Armagh, Donegal and Kerry, the perpetuity rents were considerably under this Griffith valuation - a valuation which was itself generally accepted as below the fair letting value. In the case of the best land such as Armagh, the perpetuity rents were on average less than half the Griffith valuation.

The act provided that perpetuities must be claimed within the unexpired residue of the 21-year lease existing at the passing of the act, and left the initiative entirely in the tenant's hands - he could decide whether it was in his interests to claim a perpetuity, but the college was not allowed to decline any such request if received within the time limit. Lord Leitrim was the first to claim a perpetuity which he did in 1853 - most waited until 1855. Thus, under the provision for ten-yearly revision of rent, Lord Leitrim's was the first case to come up and became, as will be described, a "test" case for the other perpetuity holdings.

In addition to having to submit to the act of 1851, the college had to receive a royal commission of enquiry under the chairmanship of Archbishop Whately in 1851³⁶ - similar commissions were directed to Oxford and Cambridge.

It made a number of recommendations, only one of which related to the estates. Having revealed that in 1850-1 the Bursar received a sum of £2,100 in fees (exclusive of his other emoluments) it designated

this as 'excessive', which indeed it was by any standard - and recommended that the office of Bursar should be divided. The suggestion was that the Bursar should confine himself to supervising the internal finances of the college and that a land agent should be appointed to look after the estates. This was an entirely sensible suggestion and is precisely the arrangement to be found in many Oxford and Cambridge colleges at the present day. The wonder was that an academic was able, single-handed, to manage the domestic affairs of quite a large institution (1,392 students in 1850) not that he failed to take a positive role in the management of its estates.

The college's treatment of this proposal of the royal commission was somewhat cavalier. The report was published in 1853 and it was not until 26 May 1858 that the registrar was in a position to write to the chief secretary for Ireland, Lord Naas, for permission to lay a draft Queen's Letter before the lord lieutenant in response to the commission's recommendations. The chief secretary replied that he had already prepared 'certain suggestions' on his own initiative and expressed the hope that the college would expedite its proposals since a notice of motion with reference to the college stood on the order paper of the House of Commons for June 15. In view of the fact that the college had had five years to consider its response, the chief secretary's impatience is scarcely surprising. On June 4 the board duly sent in its proposals which included one for the appointment of a land agent - this change was not of course one which required a Queen's Letter before it could be carried into effect. A new era for the college estates might thus have been inaugurated had not the junior fellows at a meeting on June 22 passed unanimously the following resolution on the proposal of George Salmon, the future provost:

'That the Junior Fellows are of the opinion that a Land Agent ought not to be appointed unless it be shown that an advantage will accrue to the college at least equivalent to the salary to be paid him'.

The junior fellows' contention was that since most of the estates had been leased in perpetuity, there was nothing to be done except receive the rents. Superficially, this was not unreasonable. What the junior fellows inevitably overlooked, was the huge correspondence which washed over successive bursars. Head tenants wrote in for abatements or postponements in payment of their rents. All sorts of people on the estates wrote seeking contributions for schools, churches and public works such as market houses, street paving, piers, coast-guard stations and the like. Drainage loans had to be negotiated with the Board of Works on the one hand, and different layers of tenants on the other. More important than all this, however, would have been the initiation of a policy of turning occupiers into direct tenants of the college as and when opportunity occurred.

A further major area in which the services of a full-time land agent would have proved invaluable was in the operation of the rent variation clauses of the 1851 act. In the face of clamour from the tenants the board settled for a 20% rise in 1865 when at least 30% was justified and ten years later settled for only 10% and then fatally postponed its implementation for five years which brought it to the middle of the agricultural collapse of the early 1880s when any rise was quite impractical. Some estates were entirely forgotten and the rents not raised at all. A competent agent would have been in a position to realise that agricultural income had risen by some 60%

between 1850 and 1880 and would have shielded members of the board from unjustified tenant pressure. Moreover, a vigorous implementation of the act could have led to the eviction of the several layers of middlemen during the 1880s.

Nothing further was heard of the land agent and the only part of the royal commission's recommendations to be carried into effect was the reduction of the Bursar's salary: he was reduced to a mere £500 from 1858. In spite of, or possibly because of, the dramatic improvement made in the tenants' positions by the act of 1851, the board continued to be subjected to persistent pressure in respect of its estates from parliament, the Irish administration and its perpetuity tenants. In 1862, at the close of the first decennial period, the earl of Leitrim contested the scale of prices put forward by the college to justify an increase of 35%. He eventually accepted one of 25% and the opposition of the other lessees quickly collapsed, and they settled for 20%. In 1875 the tenants banded together to resist a further attempt by the college to increase the rent. The board mentioned a figure of 22% as the increase in the value of the commodities specified in the act, but only asked for a 10% rise and postponed its implementation in response to the pleas of a deputation of tenants, and in fact no further rent rises were imposed.

This issue of periodic revision of rent was inevitably a lively one between the college and its perpetuity tenants and left the latter with a real sense of grievance against the college. In 1880-1, no less than two royal commissions were despatched to Ireland in an attempt to find a solution to the land question. The Bessborough commission was set to examine the working of the 1870 land act and its recommendations were responsible for the introduction of Land Courts to settle a "fair"

rents between landlord and occupying tenant while the Richmond commission was set to diagnose the causes of the prevailing depression in Irish agriculture. Both commissions held local enquiries and the evidence presented at those enquiries was published. The perpetuity tenants were quick to air their grievances to both commissions. Neither commission took any notice of the college tenants' grievances in their reports, but the publication of their evidence served a useful publicity function: Professor Baldwin, one of the members of the Richmond commission, when inspecting the Iveragh estate, reported, 'I have seen as much misery ... as I saw in any part of the west of Ireland'.³⁸ In giving evidence to the Bessborough commission, G. R. Browne, J.P. of Listowel, acting as agent for his father-in-law, Wilson Gun, who held 5-6,000 acres of college land in Kerry, stated, 'the nature of the tenure does not afford the same inducement to invest large sums of money as where you have property in fee'.³⁹ Now this was precisely the complaint which the 1851 act was passed to remedy. The hollowness of Browne's case was exposed when he refused to say whether, if he got a perpetuity at a fixed rent, he would then afford similar treatment to his tenants. This incident led to an important cross-examination by the O'Connor Don in which he showed that since Gun had the three F's from Trinity College and was not satisfied, neither would the generality of tenants if they obtained a similar tenure.

Judge Thomas Lefroy Q.C. presented the case of the college perpetuity tenants as a body (his brother was the college tenant of Carriglass, Co. Longford). He went into detailed objections to the standard prices machinery in the 1851 act, advancing the novel claim that the attorney-general of the time had rushed the tenants into

accepting it. He pleaded for simpler machinery - that used in the church act was the price of a barrel of wheat or oats - and he held that a decennial revision was too frequent; pointing out that the 1870 land act gave compensation for disturbance under thirty-one years. He referred to the impossibility of explaining to yearly tenants why their rents should be raised and considered that it was not 'conducive to the peace of the country' that this should continue. The judge was quick to point out 'although we are middlemen in point of law, in reality we are the landlords, we bear all the burdens and discharge all the duties of landlords'.⁴⁰ Apparently, the tenants had asked the college to join in the promotion of a private act to buy out the perpetuities on the ground that this would facilitate the growth of a peasant propriety. The judge complained that, prior to the 1851 act, tenants' interests sold at nearly as much as a fee-simple, and in fact, his own father had paid twenty years purchase for the Carriglas estate, whereas it was only valued at thirteen years in the act. Thus, it could be contended that the act of 1851 had in practice, saved the college from much of the folly of its own mismanagement.

Mr J. Calvert Stronge asserted that the 'Maxwell estate' had been 260 years in his family and did not now produce a £300 per annum profit, a claim which it is difficult to substantiate.⁴¹ He considered that the college ought to be compelled to sell or else provide a simpler method of determining the rent including the rent of the under-tenants. Although he admitted to a profit by the entire body of college tenants of £80,000 per annum, he claimed that they were 'zeminadars over the ryots',⁴² while Judge Lefroy insisted that they were agents without agents' fees. They concluded by asking the commission to recommend that the government should include their case

in the new land law or support a bill which would be promoted by the tenants. In his far-sighted minority report, the O'Conor Don noted that perpetuities at variable rents wherever they had been tried, had failed to give satisfaction and specified the Trinity College leases as a notable example of this. Otherwise no further reference to the college estates was included in the report, but no doubt the publication of their evidence served a useful publicity function in the eyes of the tenants.

The provost and senior fellows quickly issued a printed statement setting out their view of the matter and answering the specific points made by the tenants in their evidence to the Bessborough commission.⁴³ It began by rejecting the impression given by Judge Lefroy that the act of 1851 had originated with the college and rehearsed the course of events which led to the act being made a condition by the government to the issue of a royal letter in respect of the senior fellows' income. It went on to show that the tenants had been consulted at each stage of the passage of the bill and that they had expressed their satisfaction with its final form. It concluded with part of the board's reply in November 1880 to a deputation from the perpetuity tenants seeking to be relieved of the 1875 revision of rent which had not yet been enforced. This mentioned that the board had accepted a 10% revision where one of 22% could have been justified and indicated that the rise would be required after the May gale of 1881. The college could not have chosen a worse year for imposing an increase in rent and in fact it was never collected.

The 1881 land act brought a fresh urgency to the efforts of the perpetuity tenants to escape the exactions of the college act. The operations of the land courts under the act of 1881 led to large

reductions in the rents paid by occupying tenants who alone had access to the court.⁴⁴ The middlemen naturally objected to being squeezed between the upper and lower millstones of the college and the occupiers. In February 1882 there was published in London by 'a perpetuity Lessee' a pamphlet entitled The Rack-renting section of the Trinity College Dublin Leasing and Perpetuity Act 1851. This consisted of four letters reprinted from the Irish Times. In his preface the author referred to the college in these unflattering terms: 'a powerful institution not unaffected ... by some of the worst traditions of Irish landlordism, as mercilessly crushing many hundreds, if not thousands, of defenceless Lessees, who are for the most part, poor cultivators of the soil'. As might be expected, it was full of errors and special pleading and in his manuscript interleaving of the text,⁴⁵ Dr A. S. Hart, the vice-provost of the time, had no difficulty in exposing them. The author, in attacking the use of the five standard commodities as the standard of valuation, held that the famine raised prices enormously whereas, as Dr Hart pointed out, prices immediately after the famine were much lower than ever since. He next brought forward the familiar objection that wheat, beef and butter were not produced on large tracts of the college land, whereas in fact, the five articles were chosen not in relation to the particular case of the college estates, but as the chief produce of the soil of Ireland and hence true indicators of the rise and fall of agricultural prosperity in the country as a whole. The third objection was that the act 'tacitly assumed' that taxation and cost of production would remain in perpetuity what this had been in 1851 - the vice-provost pointed out that there was no such assumption and that costs of production should vary in the same proportion as

the value of produce. The fourth objection was merely a complaint that the act permitted the college to fix in 1881 a rent which in the opinion of the author was at least 57% in excess of a 'fair' rent. But as Dr Hart noted, such a rent would on average be less than half Griffith's valuation which was admitted to be considerably below the fair value of the land. The author went on to describe a meeting at Keady, Co. Armagh, in 1878 attended by some 400 of 'these cruelly-used lessees' at which a resolution was adopted begging the college to give them a little time. Meanwhile, the whole country 'was on the verge of revolution: so the college gave a little time'. He went on to claim that many well-informed persons think that the land ... was worth about 10% less in 1881 than it was in 1851. Against this, Dr Hart noted sourly: 'no one ever suggested such an idea until the Land League introduced the theory that no rent should be paid'.

The most ominous aspect of the attack, from the college's point of view, was the suggestion that the power to determine increases or decreases in the annual value of the estate should be handed over to the Irish Land Commission and the period of review changed to fifteen years, as for judicial rents. 'A perpetuity Lessee' wound up his first letter with a fine flourish. 'I have good reason to know that the Premier's eye is at this moment upon (the lessees) sufferings and that he is considering what to do to relieve them'.⁴⁶ This letter was published on 21 December 1881 and in his next letter of January 1882, 'A perpetuity Lessee' claimed that Mr Gladstone had brought the matter to the attention of the Irish government but that Mr Forster (the chief secretary) had expressed himself powerless to act. Mr John Bright was reported to have expressed the hope that the college would consent to an amendment of the act 'but corporations are often hard to deal with. Perhaps what is now passing in Ireland may influence it'.

The anonymous author went on to deal with a memorial presented to the board by the perpetuity tenants and with the reply of the provost and senior fellows dated 7 January 1882. He asked how tenants could enjoy the value of their improvements when the college, by enforcing what he has now reduced to a figure of only 42% above a fair rent, is in effect confiscating those improvements. He again inaccurately referred to vast numbers of perpetuity tenants being poor cultivators of the soil in Co. Armagh who were now 'almost driven mad' by college increases of rent. This extravagant claim enabled Dr Hart to remark, 'there is not one perpetuity tenant of the college in the county of Armagh who cultivates the soil unless it be for his own amusement'.⁴⁷ The level of inaccuracy to which the anonymous author was prone can be judged by his claim⁴⁸ that the college had raised its rent by 32% since 1866, whereas in fact, apart from the 20% rise in 1862-5, the only increase had been one of 10% which had not even been enforced by the date of the letter.

The writer claimed that the Land Commission was fixing just rents all over Ireland and hence could be entrusted with the settling of a fair rent between college and lessee. Ironically the perpetuity lessees were precisely the class of person who were vociferously objecting to the rents being fixed by the Land Commission. The author concluded by claiming that the present operation of the 1851 act would exterminate 'the occupying perpetuity lessees who are the nearest approach to a peasant propriety possible on the college land'. There were, of course, no occupying perpetuity lessees - apart from one or two cases, such as Anthony Lefroy who was the occupier perpetuity lessee of the mansion-house and demesne of Carriglass and the persons likely to be exterminated were not the peasantry, but the entire class of perpetuity lessees who occupied a much more exalted social station.

The board took enough notice of the tenants pamphleteering activities to send a deputation to the chief secretary, W. E. Forster, to refute the tenants' allegations. It presented a statement which was subsequently printed by the college.⁴⁹

The statement was well planned and

- (i) it was brief - only three foolscap sheets,
- (ii) it established that only four of the fifty-four perpetuity lessees were tenant farmers and that the remaining fifty were wealthy middlemen,
- (iii) it then concentrated on the three largest holdings and introduced a table from which it could be seen at a glance that the earl of Leitrim held 28,700 acres at a rent of 2/2d an acre, that Mr Blacker-Douglas held 20,500 acres in Kerry at 3/11d per acre and that the representatives of Fox held 11,000 acres in Armagh at 5/8d an acre.
- (iv) it showed how little the middlemen had paid to turn their terminable leases into perpetuities - 1/- an acre on the former rent in Armagh; 5½d in Kerry and 5¼d in Donegal,
- (v) it demonstrated that the college rent was less than half Griffith's valuation in Armagh and also considerably under the valuation in Donegal and Kerry - it must be remembered that at this time the Land League was clamouring for the reduction of rents to the level of Griffith's valuation which was generally accepted to be itself below the fair letting value.

The deputation called for an inquiry in which the lessees should be required to produce their rentals and thus allow a comparison to be made of the rents and fines which they had exacted from their sub-

lessees and tenants with the rents they paid to an institution 'founded by royal benefactors for the maintenance and advancement of learning in Ireland'.

There the matter seems to have rested until a motion was put down by Lord Zouche in the House of Lords for 29 June 1883 for an inquiry into the working of the 1851 act. The provost and senior fellows were quickly into print: they submitted that although unwilling 'even to appear to shrink from an inquiry into their acts', the issuing of a commission at the request of the tenants merely because their profit from the college estates had been diminished by the operation of the land law act, ought to be resisted on general grounds. They pointed out that it was impossible to distinguish between the payment of a Michaelmas head rent and any other annual charge such as a mortgage and cleverly suggested that if the college tenants had a claim to have the rents reduced, how could a similar claim be resisted from the much more numerous body of lessees of church lands. The board annexed to its Observations⁵⁰ copies of its correspondence with the tenants in December and January 1882-3. In the event, the motion was opposed by Earl Cairns, as chancellor of the university, and by Lord Carlingford on the part of the government and was lost by twenty-nine votes to nine.⁵¹

The next round took place in the House of Commons in the form of a bill entitled the Land Perpetual Grant (Ireland) bill brought in by Mr Blennerhasset, Mr Beresford, Mr Charles Russell and Mr Close. It was ordered on 6 February 1884 to be printed and on March 24 to be read a first time. Although ostensibly of a general application, the fact that one of its sponsors, Maxwell Close, was a college tenant, lent substance to the college's claim that it had been introduced at the instance of

some of its perpetuity tenants. The college quickly published a substantial booklet consisting of extracts from the college register, giving the entire history of the perpetuity grants⁵² and in the introduction made the point that it was not in accordance with parliamentary practice for a private bill to be altered by a public act. In effect, the bill provided for the settling of rents by means of arbitrators who were not to be allowed to exceed the rent reserved in the original grant by more than 20% and the revisions were to be applied right down to occupier level. Clearly it was a tenants' bill. The college lodged a petition against the bill which emphasised that all the provisions of the 1851 act had been assented to by the tenants, reiterated the extent to which the rents fell short of Griffith's valuation and suggested that there was no reason to disturb what was essentially in the nature of a contract between the college and its tenants. In the event, the bill was not accorded a second reading.

The tenants did not, however, relax their attack and in December 1884 the provost received notice of yet another bill to amend the 1851 act which was to be introduced in the next session. All the promoters of this private bill were tenants of the college and as the college tartly remarked, 'it is believed that there is not any precedent for tenants of an estate promoting an act of parliament to alter the rents payable by them.'⁵³

Once again, the college submitted a petition against the passage of the bill,⁵⁴ which rehearsed the well-worn arguments and facts. It did however contain an interesting reference to the advice which the universities of Oxford and Cambridge received from a royal commission in 1873⁵⁵ to abandon the system of twenty-one year leases and fines and to follow the practice of running out leases and thereafter to let the lands at a rack-rent. This had been facilitated in the case of Oxford

and Cambridge by two acts⁵⁶ which enabled colleges to borrow to compensate for the loss of renewal fines. It was now beginning to dawn on the fellows of Trinity College that if they had waited a mere seven years after the act of 1851, they too would have been in a position to run out their leases without financial loss to anyone in the college. Quite apart from an estimated increase of 50% in the income of Oxford and 25% in that of Cambridge from running out its remaining leases, the board of Trinity College gloomily noted that in 1874 the average rent of Oxford land was £1.10.0. per acre and Cambridge land £1.9.6., whereas the average rent of the Trinity College Dublin land let in perpetuity was only 4/- per acre. As the board correctly diagnosed 'the principal object in duly administering the revenues of the universities (Oxford and Cambridge) was the interest of the nation at large which enjoys the educational benefits conferred by these bodies and not the pecuniary advantages of the lessees, especially the class of lessees who are middlemen, standing between the head landlord and the occupier holding interests identical with neither party and very often hostile to both'. But their predecessors of 1850 had not been equally clear sighted.

This bill of 1885, like its predecessor, provided for the determination by arbitrators of the letting value at the time of the original grant and at the present time. As the college pointed out, it would have been difficult for arbitrators to obtain satisfactory evidence on the letting values obtaining thirty years previously and their task would become quite impossible with the lapse of time, whereas the selling prices of agricultural produce could be determined with great accuracy. The college had, by Christmas 1884, appointed agents and counsel in London to oppose the bill. It was unsuccessful in opposing the second reading early in February, but was relieved

to hear that the bill had been sent to the lords. Early in March, the college law agent accompanied by the provost and the bursar, Dr Carson, went to London to watch the progress of the bill. It came up for a second reading in the House of Lords on 5 March and again on 23 March 1885.⁵⁷ Lord Leitrim hoped at least to secure the appointment of a select committee on the second reading - the college was simultaneously threatening him with proceedings for non-payment of rent, but it soon became apparent that the House of Lords was not in sympathy with Lord Leitrim. 'The college acting on the advice of Lord Cairns will not take any steps to oppose the motion and of course will not do anything to facilitate it. All the college wishes is that it should be made known, if opportunity arises for doing so, that it does not shrink from any investigation'.⁵⁸

In fact, the debate went badly for Lord Leitrim. The chairman of committees (the earl of Redesdale) declared that he could not imagine anything more dangerous than the principle sought to be established in regard to leases ...' since it enabled one of the parties to a contract to break it by a private act so as to secure more favourable terms for himself. To pass the bill would be to lay down a principle that any tenant could bring in a private bill to have his rent fixed at his own valuation and 'thereby render no property safe from one end of the United Kingdom to the other'. Earl Cairns explained very clearly why this was an attempt on the part of the middlemen to break their leases which were now less valuable to them because of the reductions obtained by the occupying tenants under the land act of 1881.

The bill found three supporters, Lord Fitzgerald, Lord Carlingford and Lord Zouche. Lord Carlingford was lord president of the council and on the part of the government had opposed the motion of 1883 for a royal commission. He indicated that the government did not on this

occasion wish to express a view, but that he personally was not convinced by the arguments of the opponents of the bill and he considered it a fit subject for a private bill which should be further discussed in committee. The marquess of Waterford pointed out that facilities to break a lease were of public interest and that if the bill were passed, Lord Leitrim himself would be in a worse position than at present. No relief was provided under the land act for those who had charges and mortgages on their property as he himself had.⁵⁹

The second reading was refused by forty-two votes to sixteen. Lord Cairns's intervention was regarded as crucial by the lessees.

Although 'they had many sympathisers and promises of support from the prime minister down' the chancellor's contention that the bill would affect the validity of all leases' and possibly eventually affect their lordships' rent rolls - this had the desired effect ...'.⁶⁰

Parliamentary action having failed, a paper war was initiated in 1886, no doubt with the object of working up public opinion in Ireland.

Pamphlets were published by Sir J. Calvert Stronge Bart, St. J. Blacker-Douglas and Thomas Small,⁶¹ all of whom sought to show that not only were the head tenants oppressed by the unjust exactions of Trinity College, but also the hundreds of small tenants holding under them.

Sir Calvert Stronge claimed that the tenants acceded to the act of 1851 under threat from the government that the letters patent would be issued to the college without legislation; although as we know, the government made it very clear to the college that this would not happen. In respect of claims that the educational system of the college would seriously suffer from a fall in rents, he suggested that the income of the provost and senior fellows might admit of curtailment since at present they exceeded those of the 'archibshops and bishops of

our church' the provost having three or four times the income payable to the archbishops.⁶² This was a telling point in a pamphlet clearly intended to influence the leaders of the Irish landed and professional classes who were overwhelmingly protestant.

The matter was again ventilated by the earl of Leitrim in a speech in the House of Lords on 22 March 1886. No doubt the fact that the college had on 4 February 1886 secured the appointment of a receiver over his estates on account of non-payment of rent, lent vigour to his efforts.⁶³ This gave rise to correspondence in the Irish Times from Daniel O'Connell of Derrynane, grandson of 'The Liberator',⁶⁴ who claimed that a large increase of rent had been imposed upon the town of Cahirciveen when it came into direct relationship with the college on the expiry of the O'Connell lease in 1865.⁶⁵

Lord Leitrim moved for a select committee.⁶⁶ He conceded that the boards of 1865 and 1875 had not insisted on their full legal rights but he contended that there was no agricultural justification for even the 20% increase imposed in 1865. He referred to an attempt of the board to reduce his own rent in 1884 which had been vetoed by the provost. Lord Leitrim was answered in an able speech by Lord Ashbourne, a former M.P. for Dublin University. He pointed out that the effect of the 1851 act had been to turn renewable leases into perpetuities on terms greatly to the advantage of the tenants and asked if the tenants felt they were entitled to a reduction of rent, why did they not apply for a revision under the act? He noted that middlemen such as Lord Leitrim were not seeking to be brought within the terms of the 1881 land act, but to be allowed to escape the unfavourable provision of the 1851 act.

Lord Leitrim found no supporters in the ensuing debate. Lord Bramwell got to the nub of the matter in saying, 'what the perpetuity lessees were trying to do was to shift their losses by the operation of the fair rent clause of the land act upon Trinity College' - this gave rise to indignant interjection of 'No, No' from Lord Leitrim. The lord chancellor (Lord Herschell) was scarcely more helpful when he declared that since it was clearly the intention of both parties to the act of 1851 that variation in the rent should take place from time to time, all that could be in dispute was the adoption of a more equitable method for doing so and that this would best be done by a measure introduced with the consent of both parties. At this point Lord Leitrim indicated his intention of withdrawing his motion and that was the end of the matter. In fact the college seems to have anticipated that an inquiry might be granted since the provost furnished Lord Ashbourne with suggestions as to the form which one might take.⁶⁷

In the autumn of 1886, Lord Leitrim and the other large lessees took the opportunity to air their grievances to the Cowper commission which had been sent to Ireland to investigate the working of the 1881 and 1885 land acts.⁶⁸ Lord Leitrim's case did not meet with a favourable reception from his fellow peers among the commissioners. The president, Earl Cowper, said that Lord Leitrim was in no worse a position than someone who brought in the encumbered estates court and then had his rents cut by two-thirds,⁶⁹ while the earl of Milltown remarked, 'he is a middleman and he complains he cannot make as much profit as he used to do'.⁷⁰ In their report, the royal commissioners did not include any direct reference to the college estates and merely recommended that middlemen whose interests had been absorbed by reduction under the 1881 act should be allowed to surrender their leases.⁷¹

After 1886, no further attempts seem to have been made by the perpetuity tenants to obtain legislative relief or a government inquiry into the estates. But neither did the college seek to make further use of the revision machinery and thus the tenants had to a great extent, achieved their objective which had been to render the revision clauses of the act inoperative. As will be seen, a number of perpetuity tenants were broken by the reductions and even complete non-payment of rent during the Land War and were then reluctantly ejected by the college.

In 1893 the college sought counsel's opinion as to whether its perpetuity rents came under the land act of 1887 and, if so, whether the college could carry out a redemption of its rents by agreement with the grantees.⁷² The opinion was in the negative: that both college and grantee were powerless to act. Only the occupying tenant could call for a redemption and this was then apportioned by the land judge upwards through the various layers of middlemen until it reached the college. This was a highly complicated and fragmentary method of proceeding. It was one of the main reasons for the appointment of the 1904 commission of inquiry into the college estates under the chairmanship of Lord Justice FitzGibbon.⁷³ This commission arose out of the inclusion by the chief secretary, George Wyndham, in the Irish land act of 1903 of a clause compensating Trinity College Dublin by up to £5,000 per annum for any loss in income which it might sustain by the operation of the land purchase clauses of the act.

In his speech in the House of Commons on 8 July 1903,⁷⁴ the chief secretary said that 'after long and anxious consideration of the problems of Trinity College head rents' he had come to the conclusion that unless this clause was added, land purchase would be hampered over a

great part of Ireland. But he admitted that he was not sure that even this additional aid would solve the problem for 'the college tenure was elaborate and complicated almost beyond belief'. He held out the prospect that without the clause, 9,000 or 10,000 occupying tenants would be debarred from taking advantage of the act. The clause was vigorously opposed by John Redmond on the grounds that it proposed to indemnify just one sufferer under the bill, and that the richest educational establishment in the country while to add insult to injury, it was to be paid for out of the Irish development grant. T. M. Healy, who followed him, was more perspicacious. He reiterated Redmond's objections, but he recognised that this was 'a take it or leave it' clause. If the Irish members succeeded in defeating it, they would then suffer the wrath of the thousands of occupying tenants on the college lands who would find themselves excluded from the possibility of purchasing their holdings. He therefore suggested the appointment of a small commission to investigate the college tenures more closely. He felt that the clause itself if passed into law, would not carry out the government's object because the middlemen would not sell.⁷⁵ In the event, Healy found himself a member of the commission he had proposed and it did indeed establish that the clause would not fulfil the purpose for which it had been intended and not until land purchase was made compulsory under an act of 1909,⁷⁶ was there a large scale transfer of ownership to the occupying tenantry of the college estates.

A lucid speech was made by James Cambell, the solicitor-general for Ireland, who had that year entered parliament as member for Dublin University, in which he drew attention to the huge profits which he considered had been made by the middlemen between 1851-1881,

and emphasised that the £5,000 per annum was not an additional endowment of Trinity College, but an insurance against loss. The clause was finally passed on a division in which all the nationalist members voted against it.⁷⁷ It is clear from his remarks that the chief secretary's hope was that the clause would have the effect of 'putting sufficient in the general pool to leave the middleman something more than the bonus' and would thus induce him to sell.

Whether all this would relate to the practical situation on the various estates was left to Lord Justice FitzGibbon and his fellow commissioners to discover, following their appointment in June 1904. Lord Justice FitzGibbon in his opening remarks at the first public sitting in Dublin on August 3, lightly spoke of 'the holiday task' which they had set themselves and confidently expected that their work would be completed by the beginning of the Michaelmas law term. However, it was not until the commissioners began to take oral evidence in the country that the full complexities of the task came home to them and their work was not furthered by the growing realisation that the £5,000 clause had passed into law on a very imprecise basis or at least on one which certainly did not carry out the chief secretary's objectives.

The commission established that the under-tenants paid £52,920 to the mesne owners who themselves paid the college £34,409.⁷⁸ If the college was to receive twenty-seven and a half years' purchase for its interest, as Provost Traill was insisting, a great deal more than the £5,000 would have to be found from outside or the middlemen would not sell. In any case, it was plain that the college estates were not favourably situated for land purchase because of the complication of the title and the multiplicity of interests and the

sub-division of the ownership. As the lord justice remarked, 'the mercies of the land acts to middlemen have hitherto been cruel' and this is illustrated by the fact that in 1851, the grantees received forty-one per cent of the profit of the land, but in 1904 only twenty-nine per cent, the head rent not having suffered any diminution. In the course of its inquiries, the commission amassed and codified a vast range of information about every aspect of the college estates. But the only major recommendation which the commissioners could put forward was that the whole of the £5,000 would not be sufficient if the college perpetuity rental of £32,500 were redeemed even at twenty-four years' purchase. To enable the sub-grants to be sold, they suggested that a capital sum of £150,000 or a further £5,000 per annum should be provided from the land purchase aid fund, following which all the mesne owners should be obliged to sell their interests at the same time. The commission also recommended that ninety-nine year lessees should be empowered to sell on the same basis as grantees.

Not surprisingly, no additional money was in fact provided by government. After various postponements, a debate on the recommendations of the commission was finally secured in April 1906.⁷⁹ The motion that it was expedient to facilitate sales of holdings on the lines recommended by the FitzGibbon commission was proposed by S. H. Butcher, M.P. for Cambridge University (who had interests in Kerry) and seconded by J. B. Lonsdale, M.P. for mid-Armagh: the latter estimated that there were some 1,400 occupiers on the college estates in Armagh. Referring to the encumbered state of much of the college property, he suggested that the bonus on estate sales might be extended to those estates in which a mortgagee was in possession.

The motion was opposed by Hugh Law, the nationalist member for west Donegal, who did not see why Trinity College Dublin should be placed in a better position than others, or why the commission had been precluded from making any recommendation which would diminish in any way the income of the college. He ascribed the original grant of £5,000 p.a. to the 'pacific persuasion of the solicitor-general'. He chronicled the steady rise of college income from £26,000 in 1851 to £40,800. He went on to suggest, quite inaccurately, that Oxford and Cambridge had done much worse from their agricultural estates; that they had been saved from ruin only by their urban investments. Speaking on behalf of the government, the attorney-general for Ireland, the Rt. Hon. R. R. Cherry, in effect buried the commission by denying the need for any exceptional treatment either for Trinity College Dublin or the middlemen. He remarked with justice that the grantees were in no worse position than others and noted that since the passing of the act of 1903, there had been no call on the £5,000 per annum indemnity, as the college had in fact suffered no loss of income. Nor, he suggested, was there a case for facilitating land purchase by introducing a compulsory element while the existing congestion in the land courts continued. In the closing minutes of the debate, T. M. Healy sadly remarked that since their report was being met by a direct negative on the part of the Irish party, it was impossible for the government to have taken up any other attitude - the 9,000 tenants would have to wait. This showed 'the great value of royal commissions'. In fact they only had to wait until the land act of 1909, which provided for compulsory redemption upwards on the petition of the occupier and both mesne and head landlords had to accept the awards of the land courts.

The £5,000 indemnity provided under the 1903 act was never in practice fully utilised in subsequent years, and the Irish Free State land act of 1923 transferred to the college the accumulated balance in the hands of the public-trustee.⁸⁰ This - together with an annual grant of £3,000, and a non-recurrent grant of £5,000 - were the only concessions which the college succeeded in obtaining from the new government in lieu of the grant of £30,000 per annum secured to it by the abortive government of Ireland act of 1920. The £3,000 annual grant was specifically stated to be in compensation for loss of revenue under land purchase legislation either past or future.

FOOTNOTES TO CHAPTER 2

1. T.C. Foster: Letters on the condition of the people in Ireland, (London 1846), 394-97.
2. II, 9, 831.
3. II, 851 (665).
4. Meaning those holding by lease under the immediate college tenant which the latter had bound himself to renew on the same basis as the college renewed to him.
5. Devon commission evidence, part II, 842 (616) HC 1845, XX, 848, (Evidence of Mr Kerry Supple).
6. Devon commission evidence, part II, 854 (616) HC 1845, XX, 860, (Evidence of David Thompson).
7. Mun/P/23/1536.
8. Poor enquiry (Ireland), supplement to Appendix (F), 213, HC 1836, XXXIII, 639, Evidence of the Rev. William Godfrey.
9. Devon commission evidence, part II, 919 (616), HC 1845, XX, 925, Evidence of Rev. John O'Sullivan.
10. Ibid., part II, 923 (616) HC 1845, XX, 929, Evidence of Jeremiah O'Sullivan.
11. Ibid., part II, 922 (616) HC 1845, XX, 928, Evidence of Augustus Mayberry.
12. Ibid., Evidence of Jeremiah O'Sullivan.
13. Ibid.
14. Ibid., part II, 910 (616), HC 1845, XX, 916, Evidence of James Hickson.
15. Devon commission, supplement to the minutes of evidence, part II, 106 (616) H.C. 1845, XX, 1166, Evidence of Mountifort Longfield, L1.D.
16. Mun/P/22/166, case to counsel.
17. Ibid.
18. Mun/P/22/154.
19. Reports of select committees, HC, 1837, VI, 625; HC, 1837-8, IX, 1; HC, 1839, VIII, 237.
20. I (1135), HC, 1850, XX, 35.

21. I.e. Anthony Lefroy, M.P. for Longford, 1841-47 and Col. William Sydney Clements, M.P. for Leitrim, 1839-47, who succeeded as third earl of Leitrim in 1853.
22. At this time a senior fellow's emoluments averaged £1,320 per annum exclusive of the salaries of the administrative offices, the most lucrative of which were those of bursar and registrar at £1,600 and £700 respectively.
23. BR 6 February 1850.
24. Counsel for the college and son of Provost Lloyd.
25. I.e. that the rent to be reserved on each perpetuity should be at least equal to the sum of the present rent and annual renewal fines with such further rent as is equivalent to interest at 5% on the difference in value between a lease for twenty-one years and a perpetuity (BR 2 May 1850).
26. This valuation under 6 and 7 William IV, c. 84 is not to be confused with the tenement valuation carried out under 9 and 10 Victoria, c. 110 and 15 and 16 Victoria, C. 63, and not finally completed until 1865. Both valuations were supervised by Sir Richard Griffith (1784-1878) but his name has attached itself only to the second valuation.
27. BR 7 June 1850.
28. The addition of the one-third had been recommended by Griffith himself (see An outline of the general valuations of Ireland, 7).
29. B. C. Lloyd to the provost, 11 June 1850, quoted in BR 13 June 1850.
30. BR 13 June 1850.
31. Pamphlet entitled Trinity College Dublin perpetuities Grants Bill, 1885. Case of Trinity College against this Bill.
32. BR 20 March 1851.
33. Mun/P/22/181. The following is how the earl of Leitrim's perpetuity rent was calculated:

Valuation under 6 and 7 William IV c. 84 excluding buildings		£3,506. 18. 9.
Deduct Tithe Rent charge	£ 363. 9. 2.	
	£3,143. 9. 7.	
3% on this sum being		94. 6. 1.
		£3,412. 12. 8.
Deducted from the valuation gives the <u>Full Average Annual Value</u>	3,412.12. 8.	
Deduct net annual rent	<u>1,932.13.10.</u>	
This multiplied by 13 gives value of tenants' interest	19,239. 4.10.	
5% on this sum being		961. 19. 3.
deducted from the Full Average annual value gives the perpetuity rents (unless controlled by either limit)		2,450. 13. 6.
To which add Fees and Duties		<u>104. 14.11.</u>
Perpetuity rent		<u>£2,555. 8. 4.</u>
Existing rent and average Fine		£2,468. 19. 7.
Therefore conversion of twenty-one year lease into a fee @		£86. 8. 9.

34. Under 9 and 10 Vic. c. 110 and 15 and 16 Vic. c. 63.
35. Mun/P/22/217.
36. See Report of the commissioners appointed to inquire into the state, discipline, studies and revenues of the University of Dublin and of Trinity College. (1637), HC 1852-3, XLV.
37. After Lord Leitrim sought and obtained in 1870 a division of his holding into five separate grants, the actual increase appears to have been only just over 20%.
38. Minutes of evidence taken before her majesty's commissioners on agriculture, 678 (c. 2778-1), HC 1881, XV, 706.
39. Minutes of evidence taken before her majesty's commissioners of enquiry into the working of the landlord and tenant (Ireland) act 1870. 1094 (c. 2779-11) HC 1881, XIX, 344.
40. Ibid., 1254.

41. The latest rental which survived (that for 1862) showed the rent received to have been £2,598 (arrears were only £152) compared with a head rent, even after the first decennial rise, of only £1,448 (estate rental formerly in the possession of the late Rt. Hon. Sir Norman Stronge Bart.).
42. Bessborough commission evidence, 1256.
43. Mun/P/22/216.
44. See K. Buckley, 'The Fixing of Rents by agreement in Co. Galway 1881-5', Irish Historical Studies, vol. II (March 1951).
45. Mun/P/22/319 (4).
46. The Rack-renting section of the Trinity College, Dublin, Leasing and Perpetuity Act 1851, 9.
47. Ibid., 13.
48. Ibid., 14.
49. Mun/P/22/217.
50. Mun/P/22/220.
51. Hansard, 3rd series, vol. 281 (1883) 20.
52. Mun/P/22/225.
53. Mun/P/22/236.
54. Mun/P/22/237.
55. Report of the commissioners appointed to inquire into the property and income of the universities of Oxford and Cambridge and of the colleges and halls therein, (c. 856) HC 1873, XXXVII.
56. 21 and 22 Vic., cap. 44, and 23 and 24 Vic. cap. 59.
57. Hansard, 3rd series, vol. 296, 198-207.
58. J. H. Nunn to Messrs Dyson, parliamentary agents, 1 May 1885.
59. The board showed its gratitude by nominating the marquess for the chancellorship of the university which became vacant on the death of Earl Cairns. Although not elected, Lord Waterford assured the board that he would be happy if he could be of future service to the college in the House of Lords elsewhere. (BR 1 June 1885).
60. St. John Blacker-Douglas to the Bursar, 26 October 1885. Mun/P/3/351.

61. A statement as to the dealings of the board of Trinity College Dublin with their tenants and perpetuity grantees, by Sir J. Calvert Stronge, Bart. (Dublin 1886).
- Board of Trinity College Dublin. Plain facts for plain people, by St. J. Blacker-Douglas, 'the largest tenant under Trinity College (Dublin 1886).
- Trinity College tenants. A cry for relief from Ulster and Munster against unjust exactors, by Thomas Small, sub-perpetuity tenant. (Dublin 1886).
62. Op. cit., 15.
63. J. H. Nunn to Lord Leitrim, 4 March 1886.
64. Irish Times, 8 April 1886.
65. This was a highly misleading charge: in fact the college merely continued the O'Connells' levels of rent which did of course mean a large increase in college income.
66. Hansard Debates, 3rd series. Vol. 303 (1886) 145-66.
67. J. H. Nunn to Messrs Dyson, 13 March 1886.
68. Minutes of evidence taken before the royal commission on the land law Ireland act 1881 and the purchase of land (Ireland) act 1885, (c. 4969-1) HC 1887, XXVI.
69. Ibid., 835.
70. Ibid., 172.
71. Report of the royal commission on the land law Ireland act 1881 and the purchase of land (Ireland) act 1885. 15 (c. 4969) HC 1887, XXVI, 15.
72. Mun/P/22/241.
73. Report of the commissioners appointed to inquire into Trinity College, Dublin estates. (c. 2526) HC 1905, XXVII, 81.
74. Hansard, 4th series, vol. 125, 50-1.
75. Ibid., 58.
76. 9 Edward VII, cap. 42.
77. Hansard, 4th series, vol. 125, 86.
78. FitzGibbon commission report (c. 2526), HC 1905, XXVII, 118.
79. Hansard, 4th series, vol. 155, 447-63.
80. When invested, the sum produced £4,390 in 1924 and £5,340 in 1925.

CHAPTER 3Estate Management

The government of the college and every aspect of it, including its estates, was in the hands of the provost and the seven most senior fellows, commonly called the board. All matters relating to the estates came before this body: not merely formal decisions requiring the use of the college seal, but decisions as to the exact amount to be expended on particular improvements; on allowances and abatements to individual tenants; the size of donations to local charities and a myriad of similar matters. The board met at least once a week during term and its members were, for the most part, relieved of all teaching and tutorial duties. Most fellows were required to take holy orders, but with the relaxation of the celibacy statutes and for other reasons, the number of fellows taking college livings steadily declined; in consequence the age of the board correspondingly increased from an average of 35 in 1700 to 47 in 1800; 59 in 1850 and over 76 in 1897.¹ This cannot but have had unfortunate effects on its estate management policies during the latter half of the nineteenth century when the board was required, for the first time in its history, to deal with large numbers of small occupying tenants and the revolution in Irish landlord-tenant relations set in train by the 1881 land act and largely completed under the Wyndham Act of 1903.

The college estates absorbed only a fraction of the board's attention. For the academic and domestic arrangements of the college ~~and~~ ^{were} similarly subjected to the detailed and autocratic supervision

of the board. The members of the board saw the huge estates simply as a source of revenue. Until the late nineteenth century expansion, the resources of the college were more than ample to supply its needs. No pressure existed to maximise the income from the estates, the board being prepared to allow a very large proportion of the value of the estates to disappear into the pockets of substantial middlemen so as to ensure through good years and bad a wholly dependable income. But clearly another factor was also present: that by leasing away the estates in this way, the board avoided most of the time-consuming aspects of land ownership and in effect turned themselves into rent chargers. When, after 1850, the surrender of a number of middle interests brought the college, most reluctantly, into contact with occupying tenants the board failed to evolve effective administrative arrangements to deal with the new situation. It was quite impossible for this ageing body to supervise with its accustomed attention to detail the affairs of several thousand occupying tenants, and since it failed to delegate its power in any consistent manner, a vacuum developed. With the partial exception of Iveragh, where a full-time agent was appointed, no initiatives were taken in the direction of consolidation of holdings, permanent improvements, encouragement of emigration, or prevention of sub-division. In contrast to the great bulk of Irish landed proprietors, the college retained and indeed propped up its middlemen much longer than did other head landlords and by 1903 when the time came for all Irish landlords to be bought out, the college had a much smaller interest in its nominal property to sell than it might otherwise have had. The problems facing the provost and senior fellows of Trinity College Dublin in the supervision of landed property were, of course, shared by many other corporate bodies, both in England and in Ireland, although with an

estate of just under 200,000 acres, the Irish college's possessions far exceeded any of the English corporate bodies. The colleges of Oxford possessed between them some 185,000 acres and those of Cambridge 125,000 acres,² while the twelve livery companies of the city of London, between them held 205,550 acres in Ulster. As has been mentioned, these bodies managed their estates on the basis of some personal acquaintance. For the colleges of Oxford and Cambridge had, from early times, maintained a tradition of sending delegations of fellows to inspect their estates at regular intervals. H. A. L. Fisher has left a whimsical account of one such Oxford 'progress' - which frequently included the head of the college - and his summary of its objectives could hardly be bettered -

'the main duty of the progress is to cultivate the friendship of the farmers and their wives and to show them that the members of the college have a real interest in their welfare'.³

In the case of the London companies, all but four of the twelve companies repossessed from middlemen between 1817 and 1872 and members of the companies regularly visited their estates.⁴

Ironically, in its early days, just such a system seems to have been practised by Trinity College Dublin in spite of the real difficulties and dangers which lay in the path of the traveller in seventeenth century Ireland. During the commonwealth, Provost Winter travelled frequently through the remotest and wildest parts of Donegal and Kerry and received large quantities of college rent - nothing befell him worse than the stealing of his horse by the 'Irish army'.⁵ Unhappily, his example was not followed by his successors in quieter times. The bursar's role was hardly even that

of a chief agent for few chief agents of an estate of this size would expect to be subjected to a weekly meeting with their employers at which all the decisions were made. Unlike the bursars of other colleges, the bursars of Trinity College Dublin seldom visited the estates and thus put themselves at a considerable disadvantage in their dealings with those who acted as local agents. No centralised administrative structure existed except in regard to the issue of leases; all of which were drawn up by the college law agent. In accordance with the special college acts,⁶ all leases were for twenty-one years except on the estates bequeathed to the college by Provost Baldwin in 1758. The twenty-one year leases were customarily renewable at any time before the expiry of the term and annual or biennial renewal was the usual pattern. In this, the initiative lay with the tenant who merely remitted the necessary fine calculated on an established scale; on receipt of which the bursar instructed the law agent to issue the new lease for which the tenant paid the appropriate fee. The contents of these leases were curious. At first sight their provisions seem extraordinarily detailed and domestic, given the size and nature of the properties concerned. The terms of a typical lease - in this case of Broomore Co. Kerry - ran as follows:

1. The tenant undertook to build, if same were not already built, three houses of brick, lime and stone at least 40 feet by 20 feet with windows and chimney and $1\frac{1}{2}$ storeys high.
2. With each house there was to be a two-acre plot for a garden and orchard surrounded by a large ditch and quickset hedge, and it was to be well planted with fruit trees.

3. There was to be a similarly enclosed meadow or pasture containing 6 acres near each house and it was to be planted with oak, ash, fir and elm.
4. The under-tenants were to do suit at the manor court.
5. The college agent, his servants and horses were to be entitled to entertainment on not more than 3 nights each year.
6. The tenant was to sow hemp, flax and plant trees as per several acts of parliament.
7. Land-marks and boundaries were to be maintained and perambulated every 3 years in default of which an additional rent of £18 per annum was payable.
8. Meeting houses or mass houses were not to be erected on the property.

Yet Broomore was an estate of 15,000 acres and covered with a multitude of cabins and farm houses of varying descriptions. There is no evidence that there were three particular houses with the gardens and enclosures specified in the lease or that the college even made any inquiry into the matter. Only on the Kilmacrenan estate in Co. Donegal, the Carrigafoyle estate in Co. Kerry and the Slutmulrooney estate in Co. Fermanagh was there ever a Manor Court in operation. There was not, nor could there be in the nature of the case, any attempt to prohibit the erection of "mass houses". The most that the college could insist on was that Roman catholic churches should pay ground rent - as it did in the case of Cahirciveen when it came into direct ownership.

What then is the explanation for the terms of the leases which were re-issued without amendment throughout the eighteenth and nineteenth centuries. These leases were based on the plantation leases of the late sixteenth and early seventeenth centuries with which it was hoped that plantations of industrious and loyal English and Scottish tenants would take firm root and spread throughout the island. Ownership of the land of Ireland had by the beginning of the eighteenth century, for the most part, passed into protestant hands, but this was very far from achieving any great change either in the religious allegiance or agricultural methods of those who tilled the ground. The leases continued to express what had long since become a legal fiction and the topic will be referred to again in the chapter on the Iveragh estates.

It was the Baldwin lands which first revealed the absence of a proper administrative structure - for prior to the 1850s only on these lands was the college having to deal with occupying tenants. The leasing arrangements were also different: some properties were held on leases for three lives renewable for ever - others were for one life or thirty-one years. In 1841 the law agent discovered that some of the original leases granted on the lands in Co. Down as far back as 1752 had never been renewed. He informed the agent that the Bursar wished 'the parties entitled to such renewals' be called on to renew, and remarked, 'I take for granted the tenants have all too good an interest in their farms not immediately to avail themselves of the opportunity of renewing'.⁷ One assumes that these lands were perpetually renewable. On at least one occasion, a tenant himself took the initiative and informed the college that the last life in the lease had been dead for two years and on receipt of

this intelligence, the college assured him that it was quite happy to renew to eight persons jointly if they all claimed ~~an~~ interest under the wills of the original lessees.⁸ Prior to 1850, apart from the Baldwin lands in Co. Down which were always managed through an agent, the only intermediary between the bursar and these direct tenants were bailiffs, almost always themselves tenants, who received a small allowance in their rent for this work. The actual rents seem to have been received in cash at the college - often a gentleman tenant, such as Alderman Green on the Ballycarrigeen estate in Co. Wicklow, would transmit the rents of his humbler neighbours along with his own. Sometimes the occupying tenants on the Baldwin lands in Wicklow and Kildare seem to have come up in person or sent a relative or neighbour. Clearly this was not a satisfactory method for receiving rent, much less administering a collection of scattered and widely different properties. Moreover, the employment of an agent for the Co. Down property seems to have compounded the problem in so far as those properties were concerned, for the college neglected to keep any record of either rent or arrears, the estate being represented in the college accounts merely by a net total "per Down rents" supplied by the agent. In the case of the other Baldwin properties, an attempt was made to identify particular receipts in terms of numbers of years rent, but in a very confusing manner. As might be expected, the tenants of the larger college estates made use of more sophisticated arrangements for paying their rents. Tenants such as Lord Leitrim had Dublin solicitors or agents and most would have had Dublin bankers. The college ledgers do not usually describe the mode of payment, the words paid 'by draft' by 'bill' or 'promissory note' occur at intervals in the accounts and a

striking increase in their use in the years 1814 and 1816 may merely reflect the more ample entries of a particular bursar.

The bursar used the rent books to compile a parallel volume in which the college's annual accounts were assembled for presentation to the board on the 20 November each year.⁹ Each tenant's name was recorded and the amount which he had actually paid within the year was set down with an indication as to how many years rent this represented. A gross and net figure was recorded for the Baldwin estates and details given of the deductions (usually quit rents and agency fees). In the case of the main estates, sums recorded represented the net figure after the tenant had made deductions - again usually for quit rents - which were payable on the private estates only.¹⁰ The annual account was thus primarily intended to express the actual sums of money for which the bursar was responsible and no statement of the amount of arrears was included; much less information on its movement up or down.

The system continued unchanged until 1851. Either due to the advent of the Whately commission or to provide the information required for the passing of the college act, thereafter annual rentals were produced. These had columns showing for each holding the arrears due at the beginning and end of each year, the rent accruing, the actual sum received and deductions for poor rates, income tax, loan repayments and other charges. It was also a considerable improvement on previous methods in that the movement of rent and arrears over a period of years could be appreciated at a glance. The three divisions of city estate, old estate and Baldwin estate were maintained.

The annual accounts were required to be certified by the senior fellow who held the annual office of auditor. Since this was generally allotted to one of the older members of the board, the audit was probably little more than a formality and his salary was only £77. Not until the reign of Anthony Traill as auditor (1899-1902) do we find the novelty of an auditor disallowing items of expenditure by an agent. Prior to that, corrections in the bursar's arithmetic was about the usual level of auditorial activity. But perhaps the greatest drawback of this very inadequate system was the overlap between the rent year which usually began on 1 November, and the college year which terminated on 20 November. Thus the figure returned as outstanding in respect of arrears in the college's annual accounts was seriously misleading in that it included the gale which became payable on 1 November. This, in practice, would not be paid before the following May at earliest, as was the normal custom on Irish estates. The two years were not synchronised until 1886.

The chief administrator of the estates was the bursar and the bursarship was by far the most onerous and lucrative of the offices which the provost and senior fellows distributed among themselves annually each 20 November. The office was onerous because on the bursar and on him alone rested not merely the management of all domestic arrangements within the college, but the entire responsibility for the efficient collection of the rents. This involved, not merely constant account keeping, but an extensive correspondence with agents and tenants all over Ireland. At no time had the bursar the assistance of more than one clerk and as late

as 1902-4 he was expected to write all his own letters.¹¹ The office was lucrative for, prior to 1858, the bursar received 1/- in the £ of all rents he received. Although this, of course, was subject to wild fluctuations, the Whately commission noted that in 1850-1 the bursar's income had amounted to £2,150 in addition to his senior fellow's salary of £1,857. In fact, the bursar's income at this period exceeded that of the provost. The commission recommended that the office should be reduced to an annual salary of £500 per annum - and this change was made in 1858.

In view of the intricate and specialised nature of the duties, it might have been expected that the tenure of individual holders would have been of some duration. In fact, there seems to have been a policy of rotating the office every two years, presumably so as to spread the financial rewards of the office evenly amongst all those senior fellows who were physically capable of attending to business. Not until the nine-year term of Franc Sadlier commencing in 1824, was the two-year rotation departed from. Richard McDonnell was bursar from 1836 until his appointment as provost in 1844, but the two-year rotation then reasserted itself until 1858 when five to ten year terms became the norm. This curious system was not unknown elsewhere. At Lincoln College, Oxford, the bursarship was held in rotation until 1851 and as the historian of that college remarks, 'the fellows who were not by nature business-like could hardly be regarded as effective managers of the college finances'.¹²

At Dublin, too, the effectiveness of bursars fluctuated. With the appointment of A. S. Hart who was a lawyer, in 1858 something of a new era began. It is clear from the acute and acid comments with

which he annotated the printed propaganda of the perpetuity lessees, that he had a thorough grasp of all the intricacies of the 1851 act. To him fell the task of calculating the rent rises at the first decennial revision. He held office until 1866 and later, particularly as vice-provost, continued to take a major part in the prosecution of the 'perpetuity war'. He was succeeded by the Reverend Dr Joseph Carson who held the post for a total of twelve years - the longest tenure of the century. The development of the Iveragh estates took place under his supervision and it was clearly through no fault of his that it proved something of a millstone for the college. The correspondence relating to this estate which he wrote in his own hand is formidable.

Two bursars who held office for only two years each were the Reverend Thomas Stack (1870-2) and the Reverend J. A. Galbraith (1880-2). Stack was elected in a contest for the office against Hart, who had already held the post. He cannot have been a success since Carson resumed office without a division in 1872. There was no doubt about Galbraith's capacity or efficiency. His re-election was nevertheless opposed in 1882 and the reason is not hard to find - he was a public supporter of Home Rule in sharp contrast to his staunchly unionist colleagues, and equally relevant, the staunchly unionist perpetuity tenants of the college. Although, subsequently, a member of several ad hoc committees of the board set up to consider estate matters, he was not again allowed to hold any major college office, apart from that of registrar 1887-90. The Reverend Dr J. W. Stubbs held office continuously from 1882 to 1893. He was just as painstaking as Carson - J. H. Nunn remarked approvingly of him 'the

present bursar is ... seldom away at any time',¹³ but he had a kinder heart and in his dealings with the small occupying tenants, this sometimes led him to make abatements and concessions which quickly became awkward precedents for the local agents.

The presence of a chief agent might have been considered essential to ensure the carrying out of the college's estate policy in a consistent manner on these widely scattered and widely differing properties. Just such an appointment was recommended by the Whately commission in 1853. The proposal was that the estates should be removed from the charge of the bursar and entrusted to a full-time and salaried agent and that only professional land agents should be eligible for this appointment. Although accepted by the board, nothing came of the recommendation largely due to the opposition of the junior fellows. In its response to a subsequent inquiry of the House of Commons, the college unconsciously or otherwise misrepresented the proposal of the Whately commission as having been related to the appointment of local agents rather than to a single salaried chief agent.

But in actual fact, the college did not see itself as pursuing an active estates policy and hence neither did it have a chief agent. The bursar did not adequately fulfil this role and perhaps the nearest approximation to it was in the persons of Joshua Nunn and his son, John H. Nunn, law agents, successively, to the college from 1817 until 1893. Some of their letter books have fortunately survived and it is possible to trace how their responsibilities increased during the reign of an inefficient or disinterested bursar only to shrink to more strictly legal concerns under a more active successor. Although they conducted a general solicitors' practice from their office in

Dawson Street, it is obvious that, particularly after 1870, the college law agency must have accounted for a major portion of the firm's business. J. H. Nunn (his father died in 1856) had his own office in the college, and received a fixed salary of £500 per annum in addition to the usual legal fees for the execution of leases and other instruments.¹⁴

As might be expected, the most frequent activity of the law agent was the due execution of leases and the demanding of overdue rent from tenants. But in 1840, the young J. H. Nunn did not scruple to advise in a case of disputed ownership of land in Kerry, 'it would not be any harm ... to have some of the wildest and most raving cows belonging to the college tenants put on the disputed land.'¹⁵ In 1851 he visited Kerry - probably in connection with an abortive ejection of the middle interest in Iveragh - and in the same year he accompanied the Bursar to London in connection with the passage of the college act. In 1879, it was J. H. Nunn, not the bursar, who took Captain Needham, the Iveragh agent, to task for declaring at a public meeting, 'if they (the tenants) had money to pay their rents they would pay them'. The knight of Kerry had promptly complained to the college and as Nunn remarked, 'this will embarrass you in getting in rents from those who can pay'.¹⁶

Indeed, well over half the letters in the bursar's own letter book for the period 1879-82 were actually written by Nunn - this covers the end of Dr Carson's second period as bursar (1872-80), and the Reverend J. A. Galbraith's brief bursarship (1880-2). Most of the correspondence is in connection with the Iveragh estate where Dr Carson had clearly lost all patience with Captain Needham -

Nunn's letters are largely ones of quiet exhortation to Needham to better effort as a counter-balance to the furious missives to which the luckless agent was subjected by Dr Carson. Only in one instance did a course of action advised by J. H. Nunn, turn out to be seriously mistaken. This was in the case of the appointment of a receiver over the Kilmacrenan estate, following the refusal of the fourth earl of Leitrim to pay his rent. On Nunn's recommendation, Major J. H. Dopping was appointed. Dopping had, as agent for the murdered third earl of Leitrim, inevitably attracted considerable odium among the occupying tenants, and he had been dismissed by the popular fourth earl in 1882. Nothing could have been better calculated to inflame an already delicate situation.

A fair sample of his activities is represented by Nunn's visit to Kerry in 1882: when he lodged at the College Arms, Cahirciveen, to represent the college in numerous 'fair rent' cases before the Land Commissioners. But he also had a long interview with the parish priest, Canon Brosnan, in the hope of arranging a settlement out of court. He negotiated a site for a new boat house for the Coast Guards after 'some demur' by the tenant who happened to be the rector of the parish and he included in his report to the board some uncomplimentary remarks on the flagging of the town footpaths. Nunn clearly had a very close working relationship with Dr J. W. Stubbs, bursar from 1882-93, and 'the bursar and I' is a recurring theme of his letters. They both retired virtually simultaneously at the end of 1893, in circumstances which must have been peculiarly distressing to Nunn after a lifetime spent in the service of the college. One of the fellows, the Reverend J. H. Bernard,¹⁷ was a trustee of the Madden Trust,¹⁸ which was under Nunn's supervision

and of which he had been for a time sole trustee. Bernard discovered that a sum of £558 was missing and he took proceedings against Nunn for its recovery. Why Nunn was unable to replace the money before a resort to proceedings was necessary, is not now apparent. On 14 October the board agreed to pay Bernard's expenses and on 1 November it decided that Nunn should cease to be law agent at the end of the year and should receive a not ungenerous pension of £400 per annum.

The role of the bursar was all the more critical because of the virtual absence of local agents before 1850.¹⁹ After 1850, there were local agents who were drawn from various occupations as the table (p. 90) shows. At no time were agents required to keep and furnish records of actual sums received from tenants, nor, it seems, did they keep a rent account with each tenant which would, for example, have enabled the rise and fall of arrears on particular holdings to be seen at a glance. Nor were their accounts audited.

Many of the local agents did not reside anywhere near the properties which they managed. W. S. Cox had little success in his attempt at managing Rusheen in north Kerry from his office desk in Limerick, while Captain Needham was given the well-nigh impossible task of managing several properties in Co. Limerick, together with Monaquid in the Queen's County from a base in Cahirciveen on the extreme western tip of Kerry. But it is possible that H. R. Pidgeon of Athlone enjoyed an advantage in being at a distance when he succeeded the conspicuously unsuccessful local agent of Killanny. Clashes of interest may have arisen in the case of some of the appointments, particularly in Kerry, due to the ramifications of the protestant families from whose ranks both the middlemen tenants and local agents were almost exclusively drawn. For example,

Name	Estate	Abode	Other Occupation
Algernon Aylmer	Ballycarrigeen	Kill, Co. Kildare	Gentleman farmer
George L. Bennett	Pullagh	Galbally	Held other agencies
George R. Browne	Cahirbreagh	Listowel	Solicitor
James Edward Butler	Iveragh	Waterville	Landlord
W. R. Columb	Killanny	Athlone	Professional Estate Agent
William Sidney Cox	Rusheen	Limerick	Civil Engineer
Edward Albert Dennis	Ballycarrigeen	On estate	Gentleman farmer
William de Salis Filgate	Killanny	Ardee	Landlord
Robert Fitzgerald	Iveragh (Corbally (Kerry))	Tralee	Secretary to the Grand Jury and Land Agent
Toler R. Garvey	Ballycahill Rathcoursey	Birr	Professional Estate Agent
T. Roberts Garvey	do.	do.	do.
Thomas Greany	Knocknamon and Lacka	Killarney	Office assistant
Thomas Chute Goodman	Kilbane Cahercullinagh	Tralee	Sub-Sheriff
Thomas Kearney	Knockainy Ardmore and Corbally	Pallasgrean	Farmer and Valuer
Henry Needham	Iveragh	Cahirciveen (on estate)	-
H. R. Pidgeon	Gardenkist College Land	Athlone	Professional Estate Agent
George Shannon	Moneyquid	Mountmellick	
R. H. Wallace	Down	Downpatrick	Solicitor and Landlord
James Welply	Rusheen and all Co. Limerick Estates Corbally) Cahirbreagh) from 1906 Kilbane)	Limerick	Professional Estate Agent same firm as W. S. Cox

George R. Brown as well as acting for the college also acted as agent for his father-in-law, Wilson Gun, one of the largest perpetuity tenants of the college in Kerry. Again, most unsuitably, Edward Albert Dennis, was both agent for the Ballycarrigeen estate in Co. Wicklow and also tenant of one of the largest farms on the property.

The first of the estates to fall in to the college from middlemen was the Knockainy estate on the Limerick/Tipperary border. Thomas Kearney farmed on his own account nearby at Pallasgrean, and was also a professional valuer. In this capacity he was in 1852 asked by the college to submit a report on the letting value of Knockainy whose middle interest, held by Wade and McDonnell, was about to expire. In his report he advocated a general reduction of the occupying tenants' rents by an amount equal to half the middlemen's margin and drew attention to the need for a policy of consolidation of holdings. Neither policy was adopted by the board but he was nevertheless appointed in September 1852, agent of this estate and of the small neighbouring college properties on the Limerick/Tipperary border. He had also drawn attention to the urgent need to promote emigration among the small holders in Knockainy village who had little means of subsistence let alone of paying rent. He pointed out that to be successful, policies of consolidation and encouragement of emigration needed to be pursued with quiet determination over a considerable period of time and on generous financial terms. But in the face of initial signs of disinclination on the tenants' part, the board lost interest and no further instructions or backing were given to Kearney who, from his correspondence, seems to have been an able and competent person. The board pursued its usual policy of requiring all matters to be referred to it for decision

and of dealing with memorials from tenants without necessarily asking, much less taking, the advice of the local agent. Thus the request of Robert Dunworth, the leading farmer on the Knockainy estate, for permission to work a quarry was refused without reference to Kearney who, with some asperity, informed the bursar that Dunworth was 'the best, the most respectable and improving tenant on the property'.²⁰

As small estates, particularly in Limerick and Kerry, fell in to the college during the latter half of the century, local agents proliferated. G. L. Bennett of Galbally appears to have succeeded Thomas Kearney as agent of Pullagh. In 1882 he informed the bursar that he was getting very old and was giving up his agencies. He asked that his nephew, William Sidney Cox, of 66 George Street, Limerick, might succeed him and added, 'he is very independent in the money way'.²¹ Cox was accordingly appointed and in due course he also became agent for Ardmore, Corbally, Dromnamarka, Farrancliffe, Knockuregare, Knockainy and for Rusheen in north Kerry. He was a civil engineer and to judge by his notepaper he also acted as an insurance agent. He was succeeded, between 1890-3, by James Welply (subsequently trading as James Welply & Son) who also had a land agent's practice in Limerick.

The comparatively large estate of Killanny, Co. Louth, was originally in the care of Captain W. de S. Filgate, a neighbouring landowner and when the intransigence of the tenants led to his resignation in 1882, he was succeeded by H. R. Pidgeon, the Athlone land agent, who already managed the two small parcels of land in Co. Westmeath (Gardenkist and college land). G. R. Browne, solicitor of Listowel, was agent of Cahirebreagh and Corbally (Co. Kerry). Browne resigned his agencies in 1892 and was succeeded by Thomas Chute

Goodman, who was under-sheriff of Kerry and nephew of the four Misses Chute who were the rather unlikely middlemen of Cahercullinagh from which they had to be evicted for non-payment of rent in 1895.²²

Goodman also became agent for Kilbane, on the eviction of the middleman, Sir Rowland Blennerhassett. He seems to have been conscientious and efficient.

Robert Fitzgerald, son of a knight of Kerry, who combined the post of secretary of the Kerry Grand Jury with a land agent's practice in Tralee, was in charge of the Nohoval estate from 1886, first as receiver over the bankrupt middleman and then as agent. He also acted for the college in the sale of the Iveragh estate to the Congested Districts Board and shortly afterwards moved to England, a personal casualty of the revolution in both land ownership and local government in Kerry.

Lieutenant Colonel Edward Herbert, who resided at the Muckross Hotel near Killarney, was agent for the small property of Knocknamon, and he also held two farms at Lacca and College field from the college as middleman tenant. The Herberts had previously acted for the Knocknamon middlemen, the Denny family, prior to their surrender. On Colonel Herbert's death in 1882, his brother, Herbert Herbert, who was agent of the Muckross estate, recommended to the board that a certain Thomas Greany, an assistant in his rent office, should become agent. Greany was appointed on Herbert going security for him to the amount of £270.²³ Not surprisingly, Greany was far from being a success: in 1885 he only collected £12.1.1., even though, as he disingenuously remarked, he had attended personally at Milltown and Ballybunion. He asked for the agency to be taken off his hands. James Butler, the efficient and successful Iveragh agent, was sent to

investigate. He reported that Greany was 'a good office man but not much use otherwise as an agent'. Having failed to persuade anyone else to take the agency, he offered to take over the books and see what he could do himself.²⁴

Captain Henry Needham was employed as a full-time agent by the college, primarily for the Iveragh estate on which he resided from 1864 until his death in 1884, but also for the small estates on the Limerick/Tipperary border, and for the Monaquid and Cappabeg estates in the Queen's County. For someone resident at Cahirciveen, a more impractical arrangement could scarcely be conceived. His visits to the small estates were infrequent and much unnecessary correspondence resulted between Needham and tenants on the one hand, and with the college on the other. Indeed, the unusual spectacle in the Ireland of the 1880s occurred of tenants having to request their landlord to send someone to receive their rent: the bailiff, John Mooney, wrote to the bursar, 'the tenants of Monaquid have their corn threshed ... and wish to pay one year's rent and wish you come and receive it ...'.²⁵ The college seems to have been well aware of **Needham's incompetence**. **In 1880 the** bursar pointed out to him -

"It is most disheartening ... to find that in the case of every part of the college property under your management except the solitary (one) of Ballyscedane²⁶ the rent receipts seem to be falling steadily and rapidly into arrear. Surely it must occur to you that this state of things cannot be allowed to go on?".²⁷

Yet it was allowed to go on until Needham's death in 1884. Thereupon the more sensible course was adopted of putting these estates into the hands of local agents. George Shannon of Mountmellick became agent of the Queen's County property and he worked hard to bring some

order into the holdings of the numerous and quarrelsome occupying tenants until 1894, when he disappeared owing £486 to the college;²⁸ upon which Toler R. Garvey of Birr was appointed agent. Garvey was undoubtedly the most important of the local agents at any time in the employment of the college. It is clear that he carried on a very extensive land agent's practice from the estates office, Birr, where he was agent to the earl of Rosse. He was agent of the Ballycahill estate near Templemore and of the Rathcoursey estate on Cork Harbour from 1880. But more significant is the fact that when other agents got into trouble, it was Garvey who was sent to investigate and report to the board.²⁹ He was succeeded in his practice by his son, T. Roberts Garvey, who was still active as late as 1930. With the similarity of their initials it is not always possible to distinguish their identity. Indeed, since the son was of the same calibre as his father, it is hardly necessary to do so.

In addition to the law agent and the various local agents, the college employed surveyors and valuers on special assignments from time to time. Pride of place must go to Maurice Collis who undertook the comprehensive survey of every aspect of the estates, completed in 1845.³⁰ The survey was occasioned by the taking of the ordnance survey and initially Collis had been appointed 'to attend the boundary commissioners' and ensure that the college's interests were maintained in the face of rival claims from neighbouring landlords. Local agents as far apart as Kerry and Down were warned to prepare for Collis' arrival and we can therefore conclude that he covered all or most estates personally.

Then there were the occasional revaluations of entire estates by professional valuers, usually occasioned by tenant clamour for reduction of rents. Iveragh was valued by Brassington and Gale in

1876 and again by Thomas Fitzgerald and Curry Rae in 1881-2.

W. H. Gray valued Ballycahill in 1882 while Fitzgerald was again employed in 1886 to value Killanny. Fitzgerald was also used by the college on a delicate mission in connection with the Slutmulrooney estate in Co. Fermanagh. It had come to the notice of the college (by means of an anonymous letter to the provost) that John Madden, the perpetuity tenant, was about to sell large quantities of timber from the estate in order to clear off heavy arrears of rent. College tenants were not entitled to cut timber and Fitzgerald was asked to go down to Roslea and investigate. No report from Fitzgerald survives, but the episode serves to illustrate the lack of any arrangements on the part of the college to safeguard the often valuable plantations on its estates which were legally retained in the college's possession. Since the college possessed no records of the disposition and extent of its woods, it was inevitable that they should quietly merge into the possession of the college tenant unless the college was alerted through the action of a local informer.

Apart from the perpetuity and Iveragh estates, estate organisation consisted therefore of a part-time local agent who collected and enforced rents and kept his own accounts. Almost all the tenants with which he would have to deal would be yearly ones. The setting of farms, one of the main tasks of an agent on a college estate in England, hardly arose since tenure was, in practice, hereditary and the tenant's interests saleable; subject only to a not easily maintained right of approval of the incoming tenant by the college.

In company with Irish tenants in general in the nineteenth century, the occupying tenants of the college shunned leases. One of

the few cases to appear on the college estates after the passing of the 1870 land act was that of Patrick Hederman, the principal tenant on Pullagh, who in 1881 was described by the agent as 'a very independent man' because he had taken out a lease a couple of years previously.³¹ The only tenant fully conversant with the 1870 land act was, surprisingly, the vicar of Knockainy, the Reverend James MacMahon, who was to prove even more troublesome than his predecessor, Mr de Courcey O'Grady (see chapter 7). He was allowed to rent the police barracks at Knockainy after a temporary withdrawal by the Royal Irish Constabulary in the 1870s and in the course of promising the agent that he would give it up peaceably whenever required to do so, he assured him, 'I shall not look for tenant right though that Ruffian Gladstone's bill has become law'.³²

The three matters which claimed the most part of any Irish agent's attention were: (i) arrears and their liquidation, (ii) improvements and (iii) family disputes about the succession to holdings. Neither agent nor the college sufficiently grasped the fact that an arrear which persisted for more than two years was unlikely ever to be recovered. The local agents possessed no instructions on arrears. The more energetic might draw attention to bad cases on their estate and recommend a course of action (usually an ejectment notice) or the bursar might notice it and write to the agent on the subject. The college was naturally reluctant to proceed to severe measures when the sum involved was tiny - when it had grown to respectable proportions no action was likely to be successful in recovering the money. Anthony Murray on the Monaquid estate is a good case in point. His rent was £11.10.0 and in 1885 the agent advised that an ejectment should be brought as he had paid only £19 over the previous eight years. In December, in

company with all other tenants on this estate, his rent was reduced to the P.L.V. (in his case £9.10.0) and in the following June he was one of three tenants 'who had made little attempt to pay any rent out of last harvest whom the agent considered it would be wise to process', and added, 'if Murray were served with an ejectment it would frighten him better'.³³ Nothing was done, Murray continued to be a highly unsatisfactory tenant - in 1888 his arrears were £32.3.0 and in 1890, as a result of a direct approach to the board, his rent was further reduced to £7.10.0.

This well illustrates the highly unbusiness-like approach of the college to the management of occupying tenants. By insisting on all questions being referred to it for decision, it effectively destroyed any authority which its agents might have had in the eyes of the tenantry. Clearly, Shannon should have been able to bring proceedings against this tenant as and when he considered the time opportune. As another agent who suffered from the procrastination of the college in this respect remarked, 'I have been obliged to threaten so much and to do so little.'³⁴ This episode also illustrates the general tendency of Irish landlords to use writs of ejectment as an instrument of estate management. Neither landlord or tenant expected that the latter would actually have to vacate his holding. At best, relatives, or at worst money lenders would enable him to redeem his holding at the end of the redemption period of six months. It also illustrates the board's willingness to enter into direct correspondence with occupying tenants. Even when the decision eventually reached was that recommended by the agent, it inevitably damaged his standing on the estate if it appeared to emanate from a higher authority.

In the case of the direct estates, the college wholly failed to adopt any sort of overall policy to regulate the granting of allowances in years of particular distress. This was all the more important in view of the geographical proximity to one another of some of the small estates. After the disastrous year of 1879, for example, the Duhig brothers who were the only farmer tenants on the Knockuregare estate in Co. Limerick, were awarded an abatement of 25%,³⁵ yet the rather more numerous tenants of Knockainy only a few miles away were refused anything. In 1885, an agent enquired 'perhaps the board have already laid down a scale of allowance to their tenants on account of this exceptionally difficult and disappointing season. If they have I shall of course be happy to adopt it'.³⁶ Of course, the board had done nothing of the kind despite the fact that a uniform allowance would have greatly strengthened the position of the local agent just as landlords in general would have benefitted by adopting a uniform policy towards allowances, perhaps on a county basis. A meeting of the landlords and agents of Co. Louth in 1881 which attempted to form a common policy, does not appear to have borne results.³⁷ The board was quite capable of giving allowances to a tenant without reference to a previous decision related to that particular tenant. In 1887, it reduced Mrs Kincaid's rent on Corbally (Co. Limerick) from £39.10.0 to £35, entirely ignoring an earlier decision and then in 1893 further reduced it to £24 - the incursion of the Doncomoge river being the reason on each occasion.³⁸

With the exception of the Iveragh estate, college involvement in improvements as distinct from the granting of allowances, was infrequent and haphazard. The success of the Duhig brothers in

getting the college to contribute to the erection of their farm buildings has been related elsewhere. In fact, the size of the holdings and the unwillingness of tenants to agree to any increases in rents made expenditure on farm buildings an uneconomic proposition. As was demonstrated by a case on the Rusheen estate, drainage on any scale was similarly rendered impracticable by the refusal of tenants to entertain any interference with their individual holdings so as to benefit the holdings of neighbours. A donation of £100 towards the erection of a creamery in Ballylongford was one of the few instances of direct college involvement in an improvement of a really significant kind.

The third duty of an Irish agent - that of resolving family disputes about holdings - was no doubt quite as demanding on college land as elsewhere, but such matters were not usually brought to the notice of the provost and senior fellows. A glimpse of this exhausting area of duty may however be gathered from two instances on the Rusheen estate in Co. Kerry. In 1887 the provost received a letter from Pittsburgh written by a certain Edward Scanlan who claimed to have been dispossessed of his family farm by Colonel Crosbie, the lately surrendered middleman. Colonel Crosbie reported that Scanlan was the illegitimate son of a widow on the estate. He had terrorised his mother and the entire neighbourhood to such an extent that Colonel Crosbie had paid him £25 to go to America.³⁹ The second was a case of match making and here the agent was implored to reduce a judicial rent claimed to be excessive: "this is why he (the tenant) cannot hope to get a young man to come into the place and marry his daughter".⁴⁰

An interesting light on an agent's dealings with rival power groups within the Roman catholic church is furnished by an example drawn from the Iveragh estate. The convent of nuns in Cahirciveen was proposing to erect a new lodge adjacent to the chapel yard in defiance of the parish priest. The latter appealed to the college agent to prevent it - which he duly did much to the fury of the ladies.⁴¹

In fact, the social aspects of management, so far as the board was concerned, were mainly confined to the support of schools and charities and this for the benefit of its tenants only - it denied any obligation to relieve distress even in the case of the parishes of which the college was patron.⁴² The board was always willing to contribute to the relief of individual cases of distress among its direct tenants, but it had laid down no procedure by which they could be brought to its attention. Sometimes the local agent reported a case, at other times individuals wrote to the college on their own behalf whereupon the agent would usually be asked to pronounce on the veracity of the claim.

In 1816, an under-tenant on the Ballycarrigeen estate was allowed 5/- relief 'having had eight cows burned',⁴³ while in the following year £50 was granted to the under-tenants on the Kilmacrenan estate 'who are in extreme distress'.⁴⁴ In 1865, £5 was granted towards forming a clothing club at Knockainy and the board in 1892 ordered the remission of a half year's rent to the widow Rourke of Kilbane 'in consequence of her husband's death and the expense to which she was consequently put',⁴⁵ a calamity certainly, but one which must have had frequent parallels elsewhere. The agent of Cahirebreagh was authorised to allow £3 'if necessary' for the relief

of a cottier tenant who with his wife and children was 'in great poverty and in a dying condition'.⁴⁶ But the board's concern was entirely conditional on the initiative of the agent who had reported these circumstances: there may have been cases as bad on Rusheen but with an absentee agent the board was hardly likely to hear of them.

On some estates the college contributed nothing either to schools or organised charities and it is clear that here too the college depended on an initiative coming from either the local agent or the incumbent of the parish - approaches from the Roman catholic clergy were infrequent and less likely to be favourably received, witness the bursar's furious reaction to representations from the Cahirciveen clergy which he damned as the 'impropriety of a set of Romish priests setting themselves up as a self-constituted tribunal to interfere between landlords and their tenantry'.⁴⁷

The picture here was complicated by the presence of middlemen of the landlord class over a great part of the estate. They naturally more often received the applications for assistance and indeed many of them expected to discharge what were regarded as the duties of a landlord and to exercise in return his privileges in the shape of enhanced local standing and the right of appointment and dismissal of teachers. The college was quick to draw attention to the size of these middle interests and it usually only contributed if it was satisfied that the middleman was also contributing in proportion to his interest in the property.

The schools on the college lands were of the most elementary kind, primarily existing to impart a knowledge of the three R's. Their attendance was largely male and it tended to drop dramatically

during the summer months when the children were kept at home to assist with hay-making and turf cutting. The initiative in the foundation of these schools varied widely: benevolent gentry (or rather their wives) and the clergy of all denominations figured most prominently. Elementary as they were, they are to be distinguished from the 'hedge schools', a term applied in the early part of the nineteenth century to schools conducted in private dwellings by persons of uncertain education. Few schools of any kind were entirely free.

College assistance to schools in the early years of the century was infrequent. In 1824, none of the schools on the college estates received any regular assistance from the college and the only lessees to contribute were Colonel Conolly in south Donegal and J. L. Foster in Kerry.⁴⁸ In 1812, £40 had been contributed towards the rebuilding of the school house of Kilmacrenan, a parish in which, uniquely, the college was both landlord of the soil and patron of the living. Here the initiative had come from the rector and the drawings and layout which he forwarded survive in the college papers. The entire cost was to £110 and the lessee, the earl of Leitrim, also contributed. But this was only one of several schools in a very extensive parish of 35,600 acres. In 1843, there were three church of Ireland schools, three Roman catholic and two presbyterian - the college divided a grant of £10 between the male and female schools situated on Kilmacrenan glebe.⁴⁹

On the extensive college estates in south Donegal, there were in 1852, no less than nineteen schools.⁵⁰ The college contributed only £15 per annum, divided over the eleven. But the middlemen contributed more liberally: Thomas Conolly⁵¹ subscribed £8 per annum

to each of the three schools on his college lands, but gave nothing to a fourth; the Reverend W. H. Forster⁵² gave £6 per annum to the school on his lands; the Reverend E. M. Hamilton⁵³ supported three schools to the extent of £5 per annum each, but did not support a fourth; while the Knox family contributed £8 per annum to the single school on their portion of the college property.⁵⁴

Irish education at this time was bedevilled by a combination of politics and sectarianism. The landlord-sponsored schools were not specifically protestant, but since they were increasingly being rejected by Roman catholic tenants in favour of those under the management of their own clergy, they effectively became de facto denominational themselves. A correspondence which the vicar of Drumholm conducted with the bursar in 1852, demonstrates how the lines of demarcation in Irish education were now being drawn increasingly on denominational lines. The vicar wrote:

'In consequence of the opposition now maintained by the Roman clergy in all schools in which the scriptures are read and any active superintendence exercised by the protestant clergy our schools are certainly smaller in numbers than they would otherwise be but there are children enough to fill them all both national board and others ...'⁵⁵

The Church Education Society supported protestant schools which were not under the National Board of Education. But even a majority of those in receipt of grants from the national board were de facto denominational being under the management of either the protestant or Roman catholic clergy, a trend which the college found itself unable to resist on its Iveragh estate.

It is interesting to note that / ^{the vicar of Drumholm} believed the distribution of families in his parish to be 600 protestant and 700 Roman catholic. The teachers in the church schools were not getting much more than £12 per year and as the vicar remarked, 'that this is but a poor compensation for the labours of a competent teacher must be admitted by all'.⁵⁶ His principal complaint was that the Tullynaught school on the Drimany property, (of which the Johnston family were lessees) was receiving a grant of £15 from the college despite the fact that it had gone over to the national board.⁵⁷ After a good deal of counter-argument from the Johnstons, the college reduced the grant to Tullynaught by £5 which was transferred to the schools in Drumholm parish.

There the matter rested until 1860 when the board promised a grant of £20 towards the erection of a new school at Driminardagh within the recently formed district parish of Laghey. The perpetual curate, the Reverend S.E.J. Reede, wrote to inquire whether the college would also help with the master's salary. He had intended to place it under the national board but he had discovered that this would prevent the building being also used as a place of worship. He proposed that the unnecessary subvention to Tullynaught school (now only £10) should be transferred to Driminardagh⁵⁸ repeating the charge that the college grant actually went to old Maxwell, the present master's father. This rapidly brought a furious protest from the college lessee, who although admitting that the national board paid a salary of £22 to the master of Tullynaught, claimed that he was 'a most superior young man giving advanced courses' and carried the war into the enemy's camp by adding, "I am at a loss to know who could have endeavoured to palm these 'fictions' on the board - it

cannot by the work of a friend of Education nor of a person who inculcates Truth ...".⁵⁹ Charge and counter-charge followed one another in quick succession to Dublin including a petition signed by forty-nine householders. But Mr Reede stuck to his main point which was that out of a total college grant of £30, £20 had to be shared by nine schools in Drumholm parish to which the college lessees also contributed and in most cases kept the houses in repair, while £10 went to one school to which the lessee contributed 'not one farthing' and while 'he occasionally spends some trifling sums upon the repair of the house ... it happens to be very near his own entrance gate'.⁶⁰ Unfortunately, the outcome of this education warfare cannot be established since none of it appears in the minutes of the board: itself an indication of the small importance which the college attached to concerns of this nature.

But it is remarkable that none of the board's correspondence seems to have considered that the size of the board's grants to schools in the area might have been increased rather than redistributed. A contribution of £30 per annum out of a net income from the estates concerned of £4,337 could hardly be considered generous; especially since the board returned no further part of its income in improvements or other charities. Nor did the discrepancy between his income and that of the senior fellows in holy orders seem to strike the perpetual curate of Laghey. Excusing himself from supporting the proposed new school he mentioned that his own income was only £72 per annum - that of the clerical members of the board was of the order of £1,300 per annum.

College support of schools on its other estates in the north was insignificant; £2, £2 and £6 respectively, to the three protestant schools on Slutmulrooney and £5 each to two schools in Co. Armagh. At Killanny in Co. Louth, the college inherited an educational initiative from the former middlemen, the Fosters of Glyde Court. On this estate, the Rocktate school had been founded in 1840 by Lady Foster who had made it a grant of £25 per annum during her lifetime and this was continued after her death by her son, the educationalist Vere Foster.⁶¹ The master, Patrick Jennette, had been trained at the Marlborough Street Training College in Dublin and he also possessed a first-class certificate in arts from the Queen's University. On the expiry of the Foster lease in 1873, Vere Foster handed over financial responsibility to the college which, as he informed the bursar, 'is endowed with princely revenues about to be considerably increased by the fall of the lease'.⁶² The board made an unusually generous grant of £20 per annum⁶³ which still compared unfavourably with the combined Foster subvention of £30 per annum and may have entailed some loss for the master; since Lady Foster had been paying him £22.16.0 per annum in addition to his national board salary and fees.⁶⁴ The Fosters continued to call the tune although no longer paying the piper - in 1881 Patrick Jennette informed the bursar that 'Vere Foster Esq., held his annual examination in July and distributed books, money prizes and toys to those who distinguished themselves and expressed himself much pleased'.⁶⁵

The protestant school on the Ballycarrigeen estate in Co. Wicklow had been built by means of a grant of £100 from the lord lieutenant's fund and £69 from the college which also made an annual

grant of £10.11.0 per annum.⁶⁶ But the college's support for its schools on the southern estates was minimal. Of the twenty-one schools on its north Kerry properties in 1843, only one received a grant and that of only £5.⁶⁷ A similar amount went to the protestant school on the Gortagass estate near Kenmare. In the case of the Iveragh estate, the college spent much more significant sums on educational facilities and the manner in which it sought to use the schools as instruments of management is discussed in chapter eight.

In 1894 the board sought to codify its policy in relation to schools in the following minute:

The board recognising the duty of the college as an owner of land to assist towards the education of the children of tenants in direct relationship with it, will continue to support national schools which are under the management of nominees of the college and which are established in localities in which there are no middlemen between the college and the tenants.⁶⁸

But in point of fact, none of the directly held estates with the exceptions of Iveragh and Killanny, were sufficiently populous to require a school exclusively for the benefit of college tenants and the board, regardless of this minute, continued its practice of making small donations, as and when representations were received to schools attended by children from both the directly tenanted and sub-tenanted estates. Moreover the case of Iveragh amply demonstrated the impossibility of the college in the conditions of late nineteenth-century Ireland insisting on retaining the ~~MANAGEMENT~~ ~~SHIP~~ of primary schools to the exclusion of the Roman catholic clergy.

The college's support of local charities also had a distinctly protestant tinge. In 1866, it took the initiative (at a cost of £200) in building a church for Killemlagh parish on the Iveragh estate⁶⁹ and in the same year it granted £50 towards a stained glass window in memory of the late Primate Beresford in Killyleagh church on its Co. Armagh lands.⁷⁰ In the 1860s, other donations were: Croom Church (Co. Limerick) £10; Kilnaughton Church (Co. Kerry) £20; Templemichael Church (Co. Longford) £5; Stradbally Church (Queen's County) £50; and 'the widow and children of the late Reverend Mr Sandford, rector of Valencia' £20. The Kerry protestant Orphan Society got £10 per annum.

The question as to whether the college could or should contribute to the cause of beleaguered landlordism gave rise to some controversy at the board. In 1880, a proposal by Dr Carson that £50 should be contributed to the funds of the Property Defence Association of Ireland was opposed unsuccessfully by the Reverend J. A. Galbraith⁷¹ and Dr Haughton. A proposal in the next year to contribute a further £9 was similarly opposed. The opposition must eventually have tired, for the same proposal passed in 1883 nem. con. But a request from Arthur MacMorrough Kavanagh,⁷² for a grant in aid of the Land Corporation met with much greater hesitancy. The proposal was passed only by five votes to three (Mr Galbraith was absent) and then only if the chancellor, Lord Cairns, considered it to be within the power of the board. This, however, the chancellor felt unable to concede.⁷³ It is all the more surprising, therefore, to find the board having no hesitation in voting £100 in 1886 to 'the association lately established in Co. Kerry for the protection of boycotted persons',⁷⁴ and £35 in 1887 to the Kerry Landlords Association.⁷⁵

When Anthony Traill became a member of the board there was a fresh flow of support for beleaguered landlords - in 1900, £50 was voted to Major Ellis in aid of his contest in Co. Limerick against the United Irish League and the refusal of his tenants to pay rent,⁷⁶ while in 1902, a further £100 was voted 'to aid the Kerry and Limerick landlords in their combination to oppose the United Irish League on the estate of Mr Ellis whose tenants under the compulsion of the league dictate terms of purchase ...',⁷⁷

The college's support of local hospitals conformed to the pattern of its other charities - it did not take the initiative in their foundation and made small donations in response to requests. Thus in 1818, £10 was voted to a Fever Hospital on the Kilmacrenan estate,⁷⁸ while in the latter part of the century, £25 per annum was allocated to the Valencia village hospital which had been founded by the knight of Kerry and continued to be supervised by the ladies of his family.

Thus it can be maintained that the college's approach to management in all its different aspects suffered from two serious defects. In the first place it suffered from a total absence of any sense of dynamism. Far from problems being foreseen and attended to at an early stage, action was put off until the last possible moment. But once the board had reluctantly stirred itself into action, it tended to prescribe too precisely the course of action to be followed, leaving insufficient discretion to its local representatives.

FOOTNOTES TO CHAPTER 3

1. D. A. Webb, 'The Age of the Board', in T.C.D. - An Anthology 1895-1945: (Dublin 1945) 16-19.
2. Oxford and Cambridge Report 1873, 27.
3. Macmillans Magazine LXXV (1896), 22.
4. O. Robinson, 'The London Companies as progressive landlords in the nineteenth century Ireland', in Economic History Review, 2nd series XV (1962, 103-118).
5. J. P. Mahaffy, op. cit. 307.
6. 10 and 11 Car. I cap. 3 and 35 Geo III, cap 23.
7. Joshua Nunn to Alexander Millar, 3 September 1841.
8. Joshua Nunn to Robert McKnight, 7 May 1842.
9. Quarterly accounts were also maintained but these dealt only with internal domestic affairs.
10. I.e. those estates received from private benefactors as opposed to those granted by the crown.
11. Evidence of Provost Traill to the Fitzgibbon commission.
12. V. H. H. Green, Oxford Common Room, 288.
13. Nunn to E. A. Dennis, 1 February 1890.
14. Mun/V/63/4.
15. J. H. Nunn to Maurice Collis, 2 October 1840.
16. J. H. Nunn to H. Needham, 10 November 1879.
17. Subsequently archbishop of Dublin and provost.
18. The trust had its own landed property in Co. Cavan and the income of the trust was devoted to the payment of the Madden premium which was awarded to the most deserving of the unsuccessful candidates at fellowship examinations.
19. Before 1850 there was only one local agent (see p. 81).
20. Thomas Kearney to the bursar, 25 January 1855. Mun/P/23/1761 (2).
21. Mun/P/3/30.

22. BR 25 June 1892.
23. Mun/P/3/592.
24. Mun/P/3/100.
25. John Mooney to the bursar, 5 November 1882. Mun/P/3/812
26. This was properly called Ardmore and Corbally (Co. Limerick).
27. Bursar to H. Needham, 1 June 1880.
28. BR 13 October 1894.
29. E.g. Iveragh in 1881, and Rusheen in 1912.
30. Mun/V/79.
31. G. L. Bennett to the bursar, 18 October 1881. Mun/P/3/25.
32. Rev. J. MacMahon to H. Needham, 17 March 1873. Mun/P/23/1787 (1).
33. George Shannon to the bursar, 8 June 1886. Mun/P/3/1091.
In fact he only paid £5.6.0. in 1886.
34. W. de S. Filgate to J. H. Nunn, 22 September 1832. Mun/P/3/424.
35. BR 26 March 1880.
36. Toler R. Garvey to the bursar, 27 October 1885. Mun/P/3/517
37. W. de S. Filgate to the bursar, 19 October 1881. Mun/P/3/419.
38. Bursar to H. Needham, 28 June 1880.
39. Mun/P/3/248-9.
40. Mun/P/3/281.
41. Mun/P/23/1657.
42. In 1801 in response to an appeal from the rector of the college living of Arboe, the board replied 'we are bound to our tenantry particularly' (MS 4959).
43. MS 4961.
44. BR 11 January 1817.
45. BR 25 June 1892.
46. BR 18 April 1891.
47. BR 5 March 1887 and 28 January 1893.
48. Appendix to the second report from the commissioners of Irish education inquiry. H.C. 1826-7, XII.

49. Mun/V/79/3.
50. Eleven assisted by the Church Education Society, seven provided by the national board of education and one on the glebe wholly supported by the vicar.
51. 1823-76. M.P. for Donegal. High sheriff 1848.
52. Rector of Loughgilly, Co. Armagh, 1842-61, second son of William Forster, bishop of Clogher, married Catherine, daughter of James Hamilton of Brown Hall.
53. (1802-61) rector of Drumconrath, Co. Meath, 1844-61.
54. Mun/P/24/534.
55. Reverend John Kincaid to bursar, 15 April 1852. Mun/P/24/436.
56. Reverend John Kincaid to bursar, 28 March 1852. Mun/P/24/435.
57. The national board was paying the teacher and Mr Kincaid claimed that the college's £15 was going to the present teacher's father who was now retired.
58. Reverend S.E.J. Reede to bursar, 4 June 1860. Mun/P/24/457.
59. J. Johnston to bursar, 12 June 1860. Mun/P/24/459.
60. Reverend S.E.J. Reede to bursar, 22 June 1860. Mun/P/24/464.
61. See M. McNeill: Vere Foster 1819-1900 (Newton Abbot, 1971).
62. Vere Foster to bursar, 7 November 1873. Mun/P/28/184.
63. BR 29 November 1873.
64. Vere Foster to bursar, 5 January 1874. Mun/P/28/184.
65. Patrick Jennette to bursar, 22 March 1881 Mun/P/28/222.
66. Appendix to the second report from the commissioners of Irish education inquiry. 858-9. H.C. 1826-7, XII.
67. Mun/V/79/8-11.
68. BR 19 December 1894.
69. BR 13 October 1866
70. Ibid.
71. He was a Home Ruler.

72. The Right Honourable A. MacMorrough Kavanagh (1831-89).
Founded the land corporation in 1883 for the support of
landlords during the land war.
73. BR 20 October 1883 and 3 November 1883.
74. BR 23 October 1886 - the Reverend J. A. Galbraith once more
dissented.
75. BR 12 November
76. BR 1 December 1900.
77. BR 25 January 1902.
78. BR 11 January 1818.

CHAPTER 4

College Income and Estate Income

The income of the college fell into two broad divisions - internal and external. Internal income comprehended a wide variety of fees payable by those in statu pupilarii and fees required of those proceeding to the various university degrees. In addition to his half yearly fee and his chamber rent (payable to the college) the nineteenth century undergraduate was required to make a bewildering variety of payments at entrance. Payments had to be made to the cook, the clerk of the buttery, the porter, the deans, for silver plate and for the bowling green. These last two had become obsolete by the nineteenth century but the fees were still collected and were in fact applied to the building fund. Analysis of this internal revenue presents peculiar difficulties since some of these transactions did not figure at all in the college accounts, for example, the commencement fees, payable to the senior and junior proctors and the vice-chancellor, were not brought into the accounts until mid-century.

External income was easier to categorise - it comprised the income from the landed estates, the city estate¹ and that from investments.

Throughout the nineteenth century the external income of the college, taken overall, achieved a pattern of steady growth (with the exception of the famine years) as follows:-

<u>Three years ended</u>	<u>Average annual</u>
<u>20 November</u>	<u>external income</u> ²
	£
1800	14,191
1820	17,637
1840	25,156
1850	23,893
1860	34,799
1870	41,602
1880	45,787
1890	45,210
1900	50,447

But, in fact, income fluctuated wildly between one year and the next,³ the reason being that the very largest tenants such as Lord Leitrim and Lord Farnham were in the habit of paying two or more years at the one time thus distorting accounts for particular years. It was ostensibly to ensure a regularly-paid uniform income that the middleman system had been created and sustained, but it did not, altogether, achieve this purpose. However in periods of agricultural slump, notably the famine, the middlemen shielded the college from the drastic fall in its agricultural revenues which it would otherwise have suffered.

Fee income from students was a major factor in the college's finances throughout the period, but again it was subject to wide fluctuations. The pattern of student numbers during the nineteenth century shows a growth to a high point of 460 admitted in 1824 and thereafter a gradual, though not consistent, decline to under 300

from 1885 and to a mere 183 in 1902. The last mentioned figure may, perhaps, be attributed to the Boer War ~~as may~~ ^{and} the particularly low figures of admissions in the early 1850's to the Crimean War. Internal income faithfully reflects the pattern. The picture is somewhat distorted by the presence of fellow commoners who paid double the fees of pensioners, but they too declined in numbers as the century progressed.⁴ Income from fees rose from £14,766 in 1800-1⁵ to £49,528 in 1830 after which it declined to £18,913 in 1860⁶ and then levelled out, being not much changed (£23,880) in 1890. Thus at the end of the century the college was enjoying an income from all sources of c. £70,000 per annum.

Agricultural rents constituted a higher proportion of total college income in the second half of the nineteenth century than it did in the first. In the three-year period ended 20 November 1800, the landed estates contribution averaged £10,540 per annum or 36.6% of total college income while fee income accounted for almost precisely half. Twenty years later, receipts from the landed estates averaged £13,732 per annum, but due to the dramatic growth of fee income this now constituted only 22.8% of total college income. By 1830 estate income at £16,455 constituted only 23.4% of total income. In 1840 student numbers had passed their peak, fees had been drastically reduced and the landed estates at £21,450 constituted 41.7% of total college income.⁷ Thus the college was much more dependent on its agricultural rents as it entered a decade when this source could least be relied on. Surprisingly therefore, we find that in the three years ended 1850, income from the landed estates constituted a slightly higher proportion of total college income - 42.5%. Part of the explanation is of course that student fees also fell - from

from £23,329 in 1840 to £21,571 in 1850 - but the principal factor is undoubtedly the very satisfactory way in which the middleman system protected the college from a drastic fall in estate income over the famine period - a risk to which its heavily populated western estates seemed most obviously to expose it. By 1860 income from the landed estates constituted 58.4% of total college income and fee income had continued its slow decline.⁸ The increasing proportion of the college income^{to} be so ascribed is a reflection of the increased contribution from this source - £31,382 as compared to £19,362 for the similar period ended 1850.⁹ This can be explained both by recovery of accumulated arrears¹⁰ and also by the increase in rent payable by those who took out perpetuities under the 1851 Act.¹¹ The proportion of total college income represented by the landed estates remained virtually the same¹² until the onset of agricultural distress in the decade 1880-90 when it declined to 52.3%¹³. But in fact, the decline is partly attributable to an increase in investment income.¹⁴ The actual figures for the agricultural estates disclose that an income of c. £39,000 in both 1870 and 1880 declined only to £36,000 over the worst period of distress and had recovered to £40,000 by 1900. This is the more surprising when one considers that the period saw, in addition to distress from unfavourable seasons, the operations of the land courts which reduced rents on all the directly tenanted estates. The explanation seems to be that the falling in of middle interests in the 1880s and 1890s, with the resultant increases in the college rental, went a considerable way to cancel out the two unfavourable factors mentioned above.

A somewhat parallel process can be observed in the cases of individual Irish landlords in the post-1815 depression - the gross rentals of the estates of the marquess of Downshire continued to rise after 1815 and this has been attributed to the falling-in of leaseholds, often from middlemen and consequent re-letting to the occupiers on a year-to-year basis.¹⁵ Ironically, the Downshire gross rental underwent a seventeen and a half per cent reduction in the wake of the 1881 land act.¹⁶

Some comment should be made at this point on the proportion of the estate rental which was actually received by the college.¹⁷ The manner in which the college accounts were kept in the earlier part of the century does not make it possible to give an exact figure for the rental of the landed estates. In 1800 it was of the order of £10,522 per annum; by 1829 it had reached £17,300 and by 1840 had risen to £24,300. The operations of the 1851 college act lead to a significant increase in rental - £36,981 was the figure for 1857.¹⁸ The effects of the decennial revision of the perpetuity rents and the surrender of middle interests combined to bring the rental to £47,300 in 1875, a figure which remained substantially unaltered until after the passing of the 1903 land act. But the gross proportion of this rental actually received varied greatly in accordance with the several political and agricultural factors which bore on the management of Irish land during the latter half of the nineteenth century. During the early years of the century, it would appear that virtually the whole amount of the rental was being received if receipts are averaged over a few years

to take account of large under and over payments in particular years.¹⁹ This happy situation continued substantially until the famine years which saw the origin of an arrear which was never subsequently recovered in full. On 20 November 1852 arrears stood at £17,627 or 65.7% of the rental, but since this included the gale which had only just fallen due, the real incidence of arrears was a mere 15% of the rental. But during the next twenty-five years arrears increased - in 1877 just prior to the onset of the slump of the 1880s, arrears on the agricultural estates stood at 71.1% of the gross rental. This was in spite of the fact that agricultural income had increased considerably over the period 1850-1880.²⁰ Although many landlords were much worse off than the college, it nonetheless illustrated the wisdom of the Whately commission's recommendation that a professional land agent should be appointed to supervise the estates and the folly of the fellows in declining to adopt it. Moreover, most of this arrear was attributable to the substantial middlemen. With the increasing number of poor occupying tenants with which the college was to be brought into contact during the remaining decades of the century, the arrears could only be expected to increase further.

By 1885 arrears stood at 155.4% of the rental (£73,721) and half a year's rent was forgiven on all estates at the end of that year which had the effect of reducing the arrear to £57,609. But already an amount of arrears had been lost on the directly held estates by the operations of the 1881 land act - some £1,718 had been extinguished under the provisions of the act and only £823 was received in compensation from the Irish Land Commission.²¹ Not until 1895 was a significant amount of arrears collected²² which

still left arrears running at 105.8% of the rental. Between then and the end of the century some £9,125 was written off in allowances to tenants²³ and at the time of the passing of the 1903 land act arrears stood at £39,000 or 84.8% of the rental.²⁴ Under the provisions of that act, arrears on the estates held by occupying tenants (some £14,500) were in large measure lost although the amount of arrears was ostensibly taken into account when the number of years purchase was negotiated. In the case of these estates the college did of course receive the 12% bonus on the purchase price and in the case of the estates held by middlemen it was generally able to insist on arrears being paid up out of this source.

When one turns to the side of expenditure, one is first of all struck by the scale of building work which the college managed to carry on throughout virtually the entire nineteenth century. Unlike the building work of the previous century, the work of this period had to be financed wholly out of the college's resources. The college organised its internal finances in a series of funds mainly supported by fixed proportions of the entrance fees. One of these was the building fund - others were "Library", "Lamps", "Plate", "Bowling Green", and the various prizes and benefactions. At the beginning of the nineteenth century the rents received for chambers in the college were the only regular source of income of this building fund - in 1800 it stood at £5,192. But the college was still engaged in the final stages of the great building phase of the late eighteenth century - £104,095 had been expended on buildings up to 1800.²⁵ The chapel, though consecrated in 1798 had still to be finished off.²⁶ From 1812 the fees received at entrance in respect of "Bowling Green"²⁷ and "Plate"²⁸ were added each year to the building

fund. By this means an income of c.£1,385 per annum was assured in the years up to 1820, but after 1815 expenditure on buildings (including repairs) frequently exceeded this amount and the deficiency had to be made up out of the general college revenue. In 1817 £5,664 was raised by the sale of government stock to help pay for the recently completed buildings in Botany Bay. In 1820, for example, building fund receipts under the heads of chamber rents, bowling green, punishments, and plate totalled £2,451 while expenditure was £1,361 which went to reduce a deficit from 1818 amounting to £1,918. More significantly, the college had in 1816-17 borrowed a sum of Ir. £20,000 from government to finance its building programme and it was repaid by an annual charge of Ir.£1,200 on the building fund. The high water mark for student admissions happily coincided with the building of the new Anatomy House in 1825. Thus rents, fees and fines carried to the credit of the building fund in 1824 totalled £2,703. The final cost of the new building spread over several years was Ir.£9,500 which left the building fund £1,416 in deficit in 1826.

The fund gradually accumulated over the following ten years - helped significantly by a bumper receipt of £8,997 due to the parliamentary electors fees in 1833. By 1836 it stood at £11,140, but then expenditure on the new ranges of buildings forming the New Square required subventions from general college funds of £6,810 and £4,306 in 1839 and 1840 respectively in order to balance the account. The fund quietly accumulated during the 1840s²⁹ in preparation for the college's next building venture, the erection of the magnificent Museum Building, designed by Deane and Woodward and completed in 1857

at a cost of £30,326, and there was also its furniture and equipment to be paid for. By 1854 the building fund stood at £20,878³⁰ and there were subventions of £593 from the general funds in 1856 and £3,765 in 1857. The strain on college finances at this period is shown by the cancellation of the customary Commencement dinner on at least four occasions, and by the appointment of a committee in 1855³¹ to consider means of retrenchment. Moreover, in 1856³² it was decided to ask the government for a loan of £20,000. Almost simultaneously the college was having to finance the reconstruction of the roof of its library - then as now the largest single building in the college.

No further major building was begun until the erection of the scientific laboratories in the college park between 1875 and 1887, and the building fund stood at only £1,039 in 1873. Indeed in that year and the next it had to be augmented by the college in order to balance the year's accounts. Substantial subventions were therefore required over the next dozen years.³³ This led to a change in college accounting methods by which a separate building fund as such was discontinued after 1885 and direct drawings on college funds were made annually to cover charges for building. Between 1885 and 1905 £112,622 (an average of £5,362 per annum) was spent on new building work. This very large annual outlay came to an end in 1906.

What was the capital position of the college which enabled such an extensive building programme to be carried through without government aid on a scale which equalled that of the eighteenth century building programme? Despite its building exertions, the college's

financial reserves at the beginning of the nineteenth century were substantial. In 1810, for example, some £3,279 was out in bonds and mortgages; £19,381 was invested in government securities and there was £1,349 cash on hand. Ten years later the picture was even better: £15,783 in government stock, and £19,582 cash on hand. By 1830 a significant drop in reserves was apparent, due largely to the purchase of an advowson³⁴ and to the building of the new anatomy house. The amount in government stock had shrunk to £12,180 and cash in hand to £9,493. By 1840 the situation had begun to right itself - money in government stock had risen to £17,180 and cash in hand to £19,086.

But deficits of £6,066 on the accounts for that year and one of £4,163 for the following one (due to the building of New Square) may have been a factor in a sale of ground rents for £2,990 which took place in 1842. Given such substantial reserves, the deficits on a particular year's accounts could be easily accommodated and in fact fluctuations were quite wide in the first half of the century as the following table demonstrates:

	<u>Deficit</u>	<u>Surplus</u>		<u>Deficit</u>	<u>Surplus</u>
1800		£5,080	1809	£3,652	
1801	£ 414		1810		£2,508
1802		£8,988	1811		£2,564
1803	£3,591		1812		£1,458
1804		£5,856	1813	£4,034	
1805	£2,649		1814		£7,707
1806		£5,810	1815		£4,535
1807	£7,807		1816		£1,811
1808	£ 145		1817	£6,322	

	<u>Deficit</u>	<u>Surplus</u>		<u>Deficit</u>	<u>Surplus</u>
1818		£ 6,175	1835		£11,541
1819	£ 1,107		1836		£ 571
1820	£ 3,039		1837		£ 1,890
1821	£ 7,354		1838		£ 6,183
1822		£ 2,909	1839	£ 9,527	
1823	£ 620		1840	£ 6,066	
1824		£10,998	1841	£ 4,146	
1825	£ 5,393		1842		£ 65
1826		£ 9,348	1843		£ 3,235
1827	£ 2,817		1844		£ 7,212
1828	£11,424		1845		£ 1,092
1829	£ 6,315		1846	£ 2,899	
1830	£ 403		1847	£ 1,439	
1831	£ 1,968		1848		£ 6,794
1832		£ 2,422	1849	£ 4,097	
1833		£ 6,581	1850	£ 1,344	
1834		£ 2,730			

The Whately commission report of 1853 is a convenient point from which to examine the college's overall financial position since it came not merely at mid-century but also carried details of payments and expenditure to and by officials which do not figure in any of the college's own surviving accounts. The report disclosed that when averaged over the previous five years, total income and expenditure of the college was closely balanced - £64,000 and £63,000 were the figures respectively. Income from the landed estates had always shown a tendency to fluctuate widely between one year and the next and the famine years 1848 and 1849 provide striking examples of this.

In fact, the college took advantage of a large cash balance in 1848 to purchase £4,000 in consols. But in the 1850s, much of these capital reserves disappeared - £31,000 in 3% government stock in 1854 had by 1857 shrunk to £6,980, and as we have seen £20,000 had to be borrowed from the government in 1856. All this outflow of capital was devoted to a single object - the building and equipping of the Museum Building.

But by 1870 the capital reserves had risen to £42,000 in government stock. With such resources it is hardly surprising that the revenues of Trinity College Dublin should have attracted the attention of Mr Gladstone when making his plans for the wider dissemination of higher education in Ireland. The net income of the college rose between 1867 and 1873 from £53,305 to £61,324 and expenditure rose correspondingly: apart from improvements in the estates (mainly on the Iveragh estate) salaries of fellows and professors were improved and there was increased expenditure on studentships and the library. A new gymnasium was built, new railings were erected in front of the college and "the Vartry Water was circulated throughout the college courts".³⁵ A comparison with the income at this period of Christ Church the largest college at Oxford may be of interest. In 1871 its total income was £28,527 (£22,493 of this was from landed property) and it had to borrow a further £9,765 to balance its books.³⁶ Obviously things were more comfortable at Dublin.

In 1876 the bursar, in the course of a paper advocating caution in further increases in annual expenditure, was forced to admit that there was a substantial margin of income over expenditure. But he shrewdly pointed out that although the net increase in

estate income between 1869 and 1878 was £5,762, the gross increase was only £2,358 - the increase in the net figure being largely due to the reduction of arrears which might quickly mount again, given unfavourable circumstances.³⁷

In 1873 Gladstone introduced a bill to associate a number of other colleges with Trinity College in a single university for Ireland. This was opposed on a variety of educational grounds, but the aspect of the bill of interest here is that it proposed to put an annual charge of £12,000 on the estates of the college in aid of the funds to the new university. (Its only other income would be from fees) This charge would have had very serious consequences for the college but fortunately it was rescued by the intransigence of the Roman catholic hierarchy who opposed any plan which did not include the endowment of a specifically Roman catholic college under the hierarchy's control.

The capital reserves of the college were greatly strengthened by the receipt in 1873 of £121,908 in compensation for the loss of the college's ecclesiastical patronage under the Irish Church Act.³⁸ As a result, investment income increased from £1,260 to £4,400 and was an important factor in launching the college on its new building programme in the late 1870s.

By the beginning of the first world war the college had completed its transformation from a small collegiate body to a modern university with a full range of scientific departments. That the necessary expansion of the buildings, equipment and staff could be financed entirely out of the college's revenues shows that there was indeed substance to the belief of Mr Gladstone and others in government that this was a singularly well-endowed corporation.

In practice the operations of the land acts did not have the expected catastrophic effect on the income of the college either immediately or in the long-term. A report on college finance presented to the board in 1919³⁹ observed that in the period 1901-18 college revenue fluctuated between £70,000 and £80,000 per annum. Although income from the estates fell from c. £43,000 to £33,500, investment income rose from under £8,000 to over £23,000. A striking illustration of the healthy state of the college finances is provided by the fact that even during this period, £27,000 was expended on new buildings, the entire cost being met out of revenue.

Much of the credit for this happy state of affairs belongs to Provost Traill, whose shrewd financial acumen was precisely what was needed at the head of the college in the early years of the twentieth century. Indeed the £5,000 which he had secured for the college under the 1903 act was not needed during his lifetime. Writing to the chief secretary, Augustine Birrell, on 24 December 1912, the provost asked that the £5,000 grant should be protected in the Home Rule bill and added, 'we don't however require it to any great extent in the future as we have dealt with most of our estates and the middlemen'.⁴⁰

The 1914-18 war was, however, reflected in a dramatic fall in student numbers from 1285 in 1913-14 to 721 in 1917-18. There was a consequent fall in fee income from £22,050 to £13,719. But it was on the junior fellows that the crisis weighed most heavily. They relied for the greater portion of their income on the fees paid into the tutorial fund by their pupils and many junior fellows found themselves in serious financial difficulties.

Then in 1920 when the prospects for southern Irish unionists seemed bleak in the extreme, came the Geikie commission which recommended what seemed like a princely provision of a capital sum of £113,000 and a subsequent annual grant of £49,000.⁴¹ The college had not yet suffered significant losses in income through the operation of land purchase and the grounds for the commission's recommendations lay mainly in the need to expand the teaching staff and take account of rising costs at all levels of the college's operations. In the event, an annual subvention of some £30,000 was secured for the college by the government of Ireland act of 1920,⁴² and in all a capital sum of £56,000 was actually paid over by the British government. But the annual grant was dependent for its provision on the abortive southern Irish parliament envisaged in the act and in the subsequent negotiations to give independence to southern Ireland, the claims of the college were ignored by both sides. It was a striking reminder of the continuing link between the college and unionism that one of the two representatives of southern unionism at that time was the provost of Trinity, the Right Reverend J. H. Bernard.⁴³ It is possible that in his anxiety to further the general interests of southern unionism, which could best be served by a rapid cessation of hostilities, Bernard may have put too much reliance on Lloyd George's assurances about financial provisions for his college. When the treaty was published, Lloyd George coolly informed Bernard that the claims of Trinity College "had escaped his memory."⁴⁴ When, after many pleas for a continuing relationship with Whitehall,⁴⁵ Bernard eventually brought himself to approach his new masters in the shape of the government of the Irish Free State, he received what must have seemed very short shrift indeed. The Free State government made three concessions:

1. it agreed to pay the college £3,000 per annum as compensation for loss of revenue under Land purchase legislation either present or future.
2. it handed over to the college the accumulated balance of the £5,000 per annum indemnity provided by the 1903 land act.
3. it gave a non-recurrent grant of £5,000.

Bernard was a frequent and honoured visitor at the English and Scottish universities and he realised that such meagre provision must mean that Trinity College Dublin would gradually lose what he regarded as her natural parity with the standards obtaining in Oxford and Cambridge. But seen in the context of the other university colleges in the Free State, the action of the government does not seem so outrageous; for in 1922-3, the colleges of the National University of Ireland between them received only £21,000, and unlike Dublin University, they were virtually without private resources. The college dealt with the new state in a spirit of grim foreboding. Sir John Ross, who as a member of a Trinity College delegation waited on the Prime Minister (Andrew Bonar Law) in December 1922, pointed out that "the imperial service rendered for many generations by Trinity College Dublin, not least in the Great War ... would not be regarded as furnishing a claim on Irish good will but rather the reverse".⁴⁶

Meanwhile it was not until 1923 that Trinity College Dublin suffered serious loss of estate income due to land purchase. Ironically Provost Traill's £5,000 provision now helped to cushion some of the loss. The 1923 land act provided for just over fifteen years' purchase and for the wiping out of 25% of arrears.⁴⁷ Prior to this the college had little call on the £5,000 per annum indemnity provided for in the 1903 act to compensate the college for

loss of income from the sale of head rents. No application was made to the public trustee until 1913 and sums received between then and the passing of the 1923 land act were not large.⁴⁸

In 1923-4 the estate rental stood at £23,500 but some £8,350 of this was attributable to estates in Northern Ireland which were outside the scope of the 1923 act. Of the remainder, it was calculated that there would be a loss of £7,000 per annum from the sale of directly tenanted land and one of £2,000 per annum on head rents.⁴⁹ Thus the indemnity of £5,000 per annum dating from the 1903 act the accumulated capital of which had under the 1923 act been handed over to the college, no longer covered the loss occasioned by land purchase; even when supplemented by the £3,000 per annum provided as further compensation in the 1923 land act. The vesting of land in tenants under the 1923 act went on steadily and by 1934 the estate rental was on £2,463.⁵⁰ At the present time, some £1,305 per annum is being collected in perpetuity rents.

So the college suffered materially by the change in its political masters: what it could have looked forward to if British rule in Ireland had continued had been tantalisingly illustrated by the recommendations of the Geikie commission. But in the Irish inter-war context of under-investment in education, Trinity College was not noticeably discriminated against. By the end of Bernard's provostship in 1927, it could be seen that the college had lost its financial self-sufficiency, due in part to the operation of the 1903 and more especially the 1923 land acts; but much more to the inflationary rise in costs during and immediately after the first world war. In the changed political situation in Ireland, Trinity College could not in these circumstances rely on any special relationship with government.

In any discussion of the overall state of the college during the nineteenth century perhaps the most striking feature is that the agricultural income doubled during the latter half of the century. Yet this was a period during which Irish landlords in general encountered unprecedented disasters. Their incomes underwent drastic reductions through organised non-payment of rent by tenants, statutory reductions in rent and cancellation of arrears, major agricultural depression and, finally, progressive expropriation by government. Much has been made of the disadvantages for the college of the compulsory stabilisation of its agricultural income which it accepted under the 1851 Act. Why then is the subsequent half-century one of dramatic growth in the agricultural income which largely helped to finance the second great building boom in the college's history?

Part of the explanation is that the 1851 Act did have the effect of shielding the college from the effects of major slumps in the 1840s and in 1879-81. The granting of perpetuities led to an increase in the agricultural income and then there was the first (and only) decennial increase of 20% in 1863-5. But there was another factor which helped to achieve the surprising increase in agricultural income. Prior to 1851 the estates were let at very low rents and it was on these that the perpetuity rents came to be calculated. When the vicissitudes of the later nineteenth century forced the surrender of a number of the perpetuity lessees and the college was brought, however reluctantly, into direct contact with the occupiers, the rents to which these occupiers were subject represented a considerable increase for the college - a gain which the difficulty of enforcing payment did not by any means entirely wipe out.

These were the major factors in the college's prosperity at the end of the nineteenth century. Another was, as we have seen, the dexterity with which Provost Traill protected its interests in the final collapse of Irish landlordism. Another was the large compensation received for the loss of ecclesiastical patronage which was in any case losing its usefulness with the decline in the number of clerical fellows; another was the unfair but convenient circumstance that the fall in fee income at the end of the period fell most heavily on the junior fellows, rather than on the corporation as a whole.

All these things conspired to place the college at the end of a turbulent century in a far stronger position as regards income, buildings and equipment than ever before in its history.

FOOTNOTES TO CHAPTER 4

1. The city estate consisted of house property in the vicinity of the college and it produced c. £2,000 per annum in the earlier part of the century (£778 in 1820; £1,996 in 1830), but apart from a peak of £2,017 in 1852, its net income hovered around £1,500 during the latter half of the century (£1,527 in 1860; £1,447 in 1870).
2. Figures originally in Irish currency have been converted to sterling, unless otherwise indicated.
3. E.g. the Old Estate receipts in 1817 were £7,258, but in 1818 £18,098.
4. The small number admitted as "Filius Nobilis" paid double the fees of a fellow commoner.
5. These figures aim to include all fees whether paid direct to individuals or put through the college accounts. The numbers of students can only be an estimate from the best available material. The small number of transfers from pensioner to fellow commoner are not taken into account.
6. The half yearly fees were almost halved in 1831 (BR 4 June 1831).
7. Estate income was reduced by c. £3,200 per annum from 1839 due to tithe rent charges - they could not be passed on to the lessees until leases expired.
8. In fact, the decline would have been greater but for the fact that the full amount of commencement fees appear in the college accounts only from 1856 - previously the greater proportion went direct to the senior and junior proctors.
9. Fines are excluded from both figures although after 1851 fines came to the cista communis which in return had to pay an annual compensation of £6,400 to the provost and senior fellows. Fines averaged £1,595 per annum for the three years ending 1860 and thereafter were insignificant except in 1870 when £1,110 was received.
10. Notably in 1859 when £5,548 in excess of the full rental was received on the crown estate.
11. This was a modest one in real terms if account is taken of the annual charge of £6,400 on the cista communis.
12. 59.8% for the three years ended 1870 and 62.6% for the three years ended 1880.
13. Average for the three years ended 1890.

14. From an average of £740 per annum in the three years ended 1870 to one of £7,195 per annum in the three years ended 1890.
15. W. A. Maguire: The Downshire estates in Ireland 1800-1945, 33.
16. Ibid, 34.
17. The sums received direct in fines by the provost and senior fellows are not included in "college rental".
18. Although against this has to be set the £6,400 per annum compensation for loss of fines which the college now had to pay to the provost and senior fellows.
19. E.g. £7,936 and £15,877 on the old estate in 1801 and 1802 respectively. It would seem that the college was prepared to sanction biennial payments, i.e. four gales at once, in the case of the larger tenants. The general pattern on the college estates was for rents to be paid at least a gale in arrears. To describe this as a Hanging Gale is perhaps too precise. The college, as with other Irish landlords, was only too glad to receive rent in whole or in part as and whenever it could induce payment.
20. W. E. Vaughan: A Study of landlord and tenant relations in Ireland between the famine and the land war 1850-78. Unpublished Ph.D. thesis, University of Dublin (1974).
21. Return of payments made to landlords by the Irish Land Commission ... (c. 4059) HC 1884, LXIV 97-406.
22. The gross receipt in that year was £53,350 on a rental of £47,259.
23. £7,021 on the Slutmulrooney estate alone.
24. Mun/V/78/27.
25. Mun/V/58/1.
26. £429 was spent in 1802 (including £143 in window curtains) and £1,291 in the following year on closing the accounts for carpenters' and stonemasons' work.
27. Filii Nobiles and Fellow Commoners paid Ir. £1 .60 each at entrance to this fund. Presumably the green had now been given up - in 1825 a new Anatomy House was erected on its site.
28. At entrance a Filius Nobilis paid Ir. £12, a Fellow Commoner Ir. £6 and pensioners Ir. 12 shillings each towards the purchase of silver plate. But in 1812 some £345 was in fact spent on the purchase of plate from West, the Jeweller.
29. Helped by a payment of c. £8,000 from the Commissioners of Wide Streets in 1842.

30. Mun/V/58/4.
31. BR 24 November 1855. It appears never to have reported.
32. BR 18 October 1856.
33. 1875 - £7,864 1880 - £3,123
 1876 - £7,480 1881 - £ 491
 1877 - £3,180 1882 - £ 364
 1878 - £1,295 1883 - £ 598
 1879 - £2,195 1884 - £1,883
 1885 - £8,220
34. Clogherney purchased from the earl of Belmore in 1828 for £14,000.
35. Report of the bursar to the provost and senior fellows.
 18 November 1870 (privately printed).
36. Report of the commissioners appointed to inquire into the property and income of the universities of Oxford and Cambridge ... 856, HC 1873, XXXVII, 100.
37. Report of the bursar to the provost and senior fellows,
 18 November 1878 (privately printed).
38. The college had been patron of twenty-one livings.
39. BR 17 June 1919.
40. BR 18 January 1913.
41. (1078) HC 1920, XIII, 1189.
42. 10 and 11 Geo V Cap. 57.
43. Archbishop of Dublin 1915-19 and provost 1919-27. The other was the Right Honourable Andrew Jameson.
44. Report of the provost to the board. BR 10 December 1921.
45. E.g. on the 9 February 1922, Provost Bernard led a delegation to the prime minister consisting of the two M.P.s for Dublin University and the members for the English universities. (Companion to BR Volume V, 9).
46. Companion to BR Volume V, 10.
47. See H.C. Bowen, Statutory Land Purchase in Ireland, 74 and 104.
48. The sums were as follows:
- | | | | |
|---------------|---------------|---------------|---------------|
| 1913 - £1,383 | 1914 - £1,398 | 1915 - £1,391 | 1916 - £1,435 |
| 1917 - £1,477 | 1918 - £1,570 | 1919 - £1,462 | 1920 - £1,347 |
| 1921 - £1,366 | 1922 - £1,277 | 1923 - £1,277 | |
49. BR Companion Vol. V, 39.
50. Mun/V/58/59.

CHAPTER 5The Estates held by Middlemen

Until after the famine the college did not¹ choose to put itself into direct relationship with the actual occupiers of its estates. Instead it leased out its landed property in very large divisions. The lessees or middlemen, for such they were in law although they indignantly repudiated the title, were regarded as the landlord by the tillers of the soil who could only have been dimly aware of the college's connection with the land. At the English colleges it was customary for the twenty-one year leases to be renewed every seven years,² and certainly at King's College Cambridge for the fine to be set at only one year's clear letting value (less the reserved rent). At the college of Dublin the twenty-one year lease was usually renewed every third year in the eighteenth century and by the nineteenth century annual renewal became general; the theory being that half the value was in the reserved rent, one quarter was fined down and the remainder represented the lessee's interest. This seems to have had its origin in the act of Charles I³ which specified that a rent of not less than half the value should be reserved. In practice rents were modestly increased at intervals throughout the eighteenth century, but there was clearly a feeling that no approach to rack-renting should be made. One of the charges brought by the fellows against Provost Hely-Hutchinson (1774-94) was that he had had a new valuation of the estate made⁴ "with the design of racking the tenantry for his own emolument".⁵ It is clear that the provost insisted on a considerable increase of rent, but highly unlikely that from this resulted "beggary, discontent and migration throughout the college estates".⁶

Who were these lessees who were able to make their tenures perpetual under the 1851 act; what was the size of their interests and what was their reputation as landlords? Some of the most important lessees (see table on p.151) represented families who had held land under the college from shortly after the original grants from the crown. Both the Maxwell and Hamilton families were descended from two former fellows of the college who had been deeply implicated with Sir William Temple (provost, 1609-27) in deals about college leases which rocked the infant college and which eventually had to be the subject of an act of state.

It has been generally accepted that James Hamilton⁷ was instrumental in obtaining the very large grants of land made to the college under the plantation of Ulster, but when he then made a bargain with the provost that he was to have the whole of these Ulster lands in perpetuity for a rent of £500 per annum the junior fellows rebelled and obtained an order from the Irish Privy Council that no lease should be for longer than twenty-one years.⁸ In 1613, therefore, Sir James obtained only a twenty-one year lease of the Ulster lands for which he had to pay a rent of £632 per annum. He immediately sub-let to others and the result of a complicated web of sub-leasing was to establish the family of Bishop Maxwell of Kilmore (a former fellow) as lessees of the greater part of the Armagh estate of 23,000 acres, and Provost Temple (and later his wife) as tenant to his own college for the 10,500 acre estate of Slutmulrooney in Co. Fermanagh. The unsuitability of the latter arrangement hardly needs further comment.

An agreement of 1628 recites that John Richardson, archdeacon of Derry, (another former fellow) had leased the Donegal lands, presumably from Sir James Hamilton, in 1619-20, one-quarter of the

proceeds being the property of Sir William Hamilton. Richardson became direct tenant to the college in 1629 but both Sir John Temple (son of the provost) and his brother the Reverend Dr Thomas Temple (both were former fellows) maintained interests in the lease in proportions which it is not now possible to quantify. Richardson became bishop of Ardagh in 1633 and fled to England to escape the furies of the 1641 rebellion, dying in London in 1654. Perhaps conscious of the fact that he had benefited handsomely by his college leases, he in turn was a rich benefactor to the college.⁹ He seems to have been succeeded in Donegal by the two Temples, both of whom received twenty-one year leases in 1658.

The north Donegal lands eventually came into the possession of a branch of the Hamilton family enobled in 1717 as Viscount Bcyne, while much of the estate in the barony of Tirhugh in the south of the county was by 1697 in the hands of another set of Hamiltons who continue there to this day and still pay to the college a small perpetuity rent issuing out of the lands.¹⁰ The Knox's held their lease of Killinangle (649 acres) also in south Donegal from 1665.¹¹

On the death of Gustavus Hamilton, second Viscount Boyne in 1746, the interest in the Kilmacrenan lease (28,734 acres) had been acquired by ^{Alderman} Nathaniel Clements, a politician and landowner, whose son received a barony in 1783 and the earldom of Leitrim in 1795. The Cowlowdown Estate (3,000 acres) in south Donegal came into the hands of the Rt. Hon. Thomas Conolly in succession to the Folliots, Barons Ballyshannon, and by the 1880s the lessee of a considerable part of this estate was a certain Surgeon-Major Thomas Teevan J.P. of Enniskillen.

The Maxwell holding in Co. Armagh had by the beginning of the nineteenth century become somewhat fragmented and Brootally (3,250 acres) passed into the possession of the Close family;¹² Derryhaw (2,000 acres centred on the village of Killyleagh, Co. Armagh) passed to the Armstrong family;¹³ while the 11,000 acres around the town of Keady helped to support the elder line of the Maxwell family, barons and earls of Farnham.¹⁴

Some 2,300 acres of prime land including the house known as Fellows Hall passed to the Stronge family.¹⁵ The Colures estate (c. 2,000 acres) in north Armagh was in the possession of Sir John Parnell, another working politician of the times, happily oblivious of the notoriety which was to attach itself posthumously to his name.

Due to a gap in the college archives, it is not possible to trace how, in the case of Slutmulrooney, a lease in 1656 to Sir John Temple¹⁶ at a rent of £60 and fine of £40 progressed in 1743/4 to a lease to the Reverend Samuel Madden D.D. at a rent of £300. Madden, a well-known philanthropist - he was one of the founders of the Dublin Society - was both an alumnus and generous benefactor of the college. Dr Madden was already an extensive landed proprietor in his own right in Co. Fermanagh, and the Slutmulrooney lease enabled his family in a later generation, to establish a cadet branch at Roslea Manor on the college lands.

In Kerry, the confiscated possessions of O'Connor Kerry came to be shared between the Sandes, the Hickies (a unique example of a Roman catholic lessee) the Guns and the Crosbies of Rusheen.¹⁷ But these emerged as head lessees only in the nineteenth century: in the eighteenth century the Talbot family of Mount Talbot, Co. Roscommon had been the non-resident head lessees of some 40,000 acres of college

land in north Kerry. The earliest surviving lease dates from 1769 and their connection with the area was clearly fortified by the marriage of 1775, of Lady Anne Crosbie, daughter of the first earl of Glandore, with William John Talbot. The initial rent was £844, but regular rent rises incorporated in the leases would suggest that the leases were in continuation of an existing arrangement. Launcelot Sandes succeeded William Talbot as lessee of the Carrigafoyle estate in 1785, but the fact that the Sandes family already held half the estate was recognised in the college books by 1780,¹⁸ and they had maintained a connection with the college lands since 1640. In the course of the nineteenth century, they shared out the estate between themselves, the Hickies and the Guns, but the division was not recognised by the college until 1887.¹⁹ In 1824 the Talbots sold out their remaining Kerry lease to Maxwell Blacker, a Dublin barrister, but a member of a Co. Armagh landed family connected, as his christian name suggests, with the ubiquitous Maxwells.

The lease of the 10,000 acre Gortagass estate near Kenmare passed through various hands including those of another Hamilton, Alderman James Hamilton²⁰, until in 1804 it came into the possession of Richard Orpen, whose interest was then purchased through the court of Chancery by another member of that family, Richard John Theodore Orpen, a prominent Dublin solicitor, who was later knighted.²¹ He maintained a country house near Kenmare and his family was one of the original protestant colony planted there by Sir William Petty in the seventeenth century. This circumstance had an important effect on the nineteenth century history of this estate, since most of

Orpen's immediate tenants were also protestants, variously inter-married, who were quick to complain to the college of any oppression by the college lessee. They also had direct dealings with the college in regard to the purchase of timber from the extensive college woods on that estate.²²

Professional men of this type were unusual among the college lessees. Tenants of the larger holdings were usually to be found among the landed gentry. How substantial was their college land-holding in relation to their lands in fee? A comparison of the larger college holdings with the total acreages credited to the lessees by Hussey de Burgh in 1878, is illuminating.²³ To begin with the best land - in Co. Armagh - it would appear that the Armstrongs held little other than college land, and on this basis were able to play a full part in county life - they held the office of high sheriff in 1840 and in 1875. But only a small part of Sir James Stronge's landed estate was leased from the college.²⁴ Maxwell Close M.P. held 3,249 acres from the college out of a total holding in Co. Armagh of 9,087, but then he had a further 3,678 acres in fee in the Queen's County. John Madden of Slutmulrooney, held little apart from his college perpetuity.²⁵ Lord Leitrim in Co. Donegal was more evenly balanced: he had 28,734 college acres compared to 25,618 in fee, but then he had a further (and better quality) 22,038 acres in Co. Leitrim.²⁶ In south Donegal the Hamiltons of Brownshall held about half their total land-holding from the college.²⁷ In Kerry where most of the remaining large holdings were to be found, the picture is obscured by the fact that the largest college holding - Ballymackessy or Broomore of 20,567 acres - seems to have escaped the notice of Hussey de Burgh who credits the Blackers with only 8,159

acres in Kerry, while he seems wholly oblivious of the fact that the Vesey-Fitzgeralds had any land in that county.

In fact, almost the entire landed interest of the Blacker-Douglas family was based on college property. Their principal residence, Elm Park, on 266 acres in Co. Armagh, was freehold, but clearly the fortunes of the family were much more bound up with their 20,567 acre holding of college land in Kerry. This was given contemporary recognition by the appointment of St. John Blacker-Douglas (1822-1900) as a J.P. for both Kerry and Armagh and as high sheriff of Co. Armagh and Co. Kerry in 1861 and 1865 respectively. The Sandes family was in a similar position: T. W. Sandes had an estate of 9,865 acres of which 8,784 acres was held from the college. However, James Crosbie of Ballyheigue Castle had 13,422 acres in all, of which the college estate of Rusheen accounted for only 4,107 acres. W. C. Hickie had a total of 3,368 acres of which his college lands accounted for 2,028 acres.

In the case of the larger perpetuity tenants, it would thus seem that the college lands were a considerable factor in their economic and social survival as Irish landlords. Had the college seriously attempted to expropriate them in the 1850s by running out the leases, its chances of success would not have been large, given the influential position of the larger lessees in Irish politics of the time. But by the end of the century the college, had it been of vindictive temperament, could have allowed many of the larger perpetuity tenants to lurch into insolvency sooner than they did, while it continued to receive its head rents almost in full.

Meanwhile, what was the size of the profit being made on college leases by this variegated and mostly absentee collection of landed proprietors and professional men? Little conclusive evidence is available, but some clue may be found by the size of the rent rises which they were able to absorb without having to surrender. The rise in the Slutmulrooney rent to Ir. £300 by the mid-eighteenth century has been mentioned - in 1852 it had reached £1,266. In Kerry the rent of Broomore rose from Ir. £458 in 1769 to Ir. £800 in 1809; and reached Ir. £1,000 in 1822: it was £1,612 by 1852.

In the case of the Gortagass estate, Provost Elrington's private notebook discloses how one of these rent rises was carried through. A survey and revaluation of the estate had been carried out by Frizell in 1775 and when Orpen applied for a renewal in 1814, the provost noted '6,500 acres²⁸ highest rent (already reserved) £500. Frizell's value £560' and the decision 'make his rent £600 but have his boundaries examined.'²⁹ In fact, this seems to have prevented Orpen from proceeding with the renewal - the lease was not renewed until 1820. In 1818, preparatory to this, the college had the property valued by Richard Griffith³⁰ who placed an annual value of Ir. £2,871 on it. The college accordingly proposed to place a rise of Ir. £200 per annum on Orpen, (the highest rent already reserved was Ir. £500) whereupon Orpen indignantly protested that his under-tenants' rents were Ir. £1,000 under Griffith's valuation and he offered to send in the actual rent bill. Taking fines into account, this would have left Orpen with a profit rent of only Ir. £821 per annum if he were not to raise his sub-tenants' rents: lessees were accustomed to making considerably more than the college out of college land. The college temporised by agreeing to send down other valuers - Sherrard and Brassington who valued it at Ir. £1,801

- the precise figure of the under-tenants' rental. This valuation was in the late summer of 1819, but by August 1820 Orpen was claiming that the value of agricultural produce had fallen by one-third since Sherrard and Brassington's valuation and that the property was not now worth Ir. £1,200. At this point, the college capitulated and fixed the rent at Ir. £600, the figure originally proposed in 1814,³¹ i.e. it accepted Orpen's figure; the theory being that the rent should represent half the annual value.

This episode is instructive in that it shows the college, even when fortified with the best professional advice as to the real value of an estate, refusing to force the surrender of middle interests (in the case of Gortagass, there were several layers) by insisting on a rent related to that value.

In the case of the Kilmacrenan estate, the rent rose steadily as follows:

£ 300 Irish	-	1743
£ 500 "	-	1782
£ 650 "	-	1794
£ 894 "	-	1801
£1,117 "	-	1823
£1,280 "	-	1829
£1,700 "	-	1834

The dates in the above are of course, the years when the increases were to come into effect not when the rise was determined on.³²

Thus, the 25% coming into effect in 1823 and the 15% rise to take effect in 1829 reflected the more prosperous period when the twenty-one year lease was executed. Did the 46% rise to which the Kilmacrenan estate was subjected over the century 1740-1840 bring the Clements family anywhere near the brink of surrender? In this case, some

material survives with which to attempt an answer to the question. In 1813, a letter was received at the college 'written in resentment to Lord Leitrim' which stated that Lord Leitrim had a profit rent of Ir. £7,212 per annum.³³ No action was taken by the college other than to raise the rent when the new lease was executed in the following year to Ir. £1,700, but this could not, of course, come into effect until 1834.³⁴ The rent was never advanced beyond this last figure.³⁵ There is a suggestion that the second earl of Leitrim increased his sub-tenants' rents systematically after he succeeded to the property in 1804. In a petition which William Allen addressed to the college in 1810 seeking to enlist its aid against Lord Leitrim's refusal to complete the renewal of his lease at the existing rent, Allen spoke of 'the immense rise that will accrue to Lord Leitrim by his present plan of setting the college land',³⁶ while another petitioner spoke of the farm which he had rented from the late earl for £6, being now set in seven divisions at a total rent of Ir. £45.4s.0p.³⁷ But no great reliance can be placed on this piece of special pleading, especially since evidence is available to show that Lord Leitrim was far from immune from the inflationary forces which were adversely affecting all middlemen in the 1820s and 1830s. Thus, in a codicil to his will written in 1836, the second earl of Leitrim left his wife £1,000 per annum instead of the college lease, and he expressed the fear that the college property would not be able to produce even this sum in view of the increase of the rent, tithe liabilities and the abatements 'which from the unfortunate circumstances of the times' it was necessary to make.³⁸ In a further codicil made in the 1840s he remarks that

even though he had reduced his personal establishment, he had had to sell out stock to realise £3,000 with which to pay the college rent and fines, 'owing to the nearly total failure in payment of rent from that estate'.³⁹ So it would seem as if the substantial increases in head rent which Lord Leitrim had to weather in 1823, 1829 and 1834, did bring him very near to the point of surrender. It was not so much that the college rent was approaching a rack rent - Colles valued this estate in 1843-5 at £12,749 per annum⁴⁰ - rather was it the case that Trinity College Dublin middlemen, like all other middlemen, operated under normal restraints - abatements in bad times could not be avoided and increases in head rent could seldom be passed on. By 1856, the actual occupiers' rent roll was £4,127 in comparison with a perpetuity rent of £2,555 (but there was an arrear of c. £5,000).⁴¹ It was against this background that the third earl (succeeded 1854) increased his rents by an average 60%.⁴² The rise was a reflection (even if a draconian one) of the better conditions and sustained competition for land which characterised the post-famine period and it is this rather than his arrogance which was the principal factor in his subsequent murder.

Thomas Conolly died in 1803 and his widow was advised that the income from his extensive holdings of bishop's and college lands in south Donegal, was capable of being increased from the existing figure of Ir. £8,000 per annum to Ir. £18,000 per annum on the expiry of the leases - his college head rent was only Ir. £900 per annum, or allowing for annual renewal - Ir. £1,200. His margin of profit was therefore enormous, given that his college lands constituted by far the greater portion of his property in the area.⁴³

On the Murvagh estate held by the Hamiltons of Brownhall, their rental in 1819 was Ir. £2,459 and their head rent to the college (including an average for fines) was only Ir. £750 (arrears were Ir. £1,255).⁴⁴ In Co. Armagh, Sir James Stronge's own rental in 1855 was £2,390,⁴⁵ while the college head rent was £824.⁴⁶ The 11,000 acre Keady or Dundrum estate had in 1864 a rental of £5,643 (there was an arrear of only £26) as against a perpetuity rent to the college of £2,442.⁴⁷ Not surprisingly, William Kirk had paid £48,000 in the market for the perpetuity lease.⁴⁸ A curious feature of this estate which may be accounted for by the fact that Keady was a thriving industrial centre, is the number of sub-perpetuity lessees holding under Kirk. There were 244 in this category in comparison with only twenty-five 'at will' and fifteen toties quoties.⁴⁹ At Knockainy, Co. Limerick, Sir Edward McDonnell's occupier rental, prior to the famine, exceeded £500 while his college rent was only £129.⁵⁰

In respect of the Carriglass estate in Co. Longford, Provost Elrington noted that in 1817 Frizell's valuation was £554 (to take effect in 1828). He considered that the rent should not be further increased although it had not participated in the general rise in rents during the bursarship of Dr Davenport (1812-14). Yet, following the death in 1825 of the college lessee, Viscount Newcomen,⁵¹ the interest in the lease was purchased through the court of chancery in 1830 by Thomas Lefroy⁵² for £17,500. The estate income was £1,976 and the head rent, excluding fines, was £553 (new currency).⁵³ Even allowing for fines, there was a large margin for the lessee since there was also the value of the mansion house and the 700-acre

demesne to be taken into account.⁵⁴ Clearly, the £17,500 came nowhere near the freehold purchase price which was the claim of the chief justice's son before the Bessborough commission in 1881.⁵⁵

The college does seem to have been consistently concerned lest its tenants should gain too great an interest in the estates: the account book of Dr William Clement, bursar in 1772, compares the highest reserved rents in the 'three great Kerry leases' with that in Green's valuation and demonstrates that the college was (or rather would be) in receipt of an income in excess of that valuation.⁵⁶ Provost Elrington's notes disclosed the board's constant pre-occupation with Frizell's valuation of 1775. But by the beginning of the nineteenth century, even Frizell's valuation was hopelessly inadequate. This fact was grasped by one of the senior fellows, William Magee, who in 1801 declared that he would vote for no further renewals of leases until a new valuation of the estates was commissioned.⁵⁷ Magee failed to carry his less far-sighted colleagues with him and he eventually resigned his senior fellowship and took a college living.⁵⁸ However, in 1803, the bursar, Dr Graves, informed the board of his wish to raise rents on the old estate (i.e. all except the Baldwin estate) by 25% instancing the fact that Mr Talbot was receiving £300 per annum for lands valued by Frizell at £116. The board accepted the proposal, specifying that tenants should have the choice of either accepting the rise or of submitting instead to a revaluation; half the valuation to be the reserved rent.⁵⁹ Significantly, there is no record of any tenant having opted for a revaluation, while a decision of the board in 1815 to have a fresh survey of an estate, whenever a lease was sold,

Denominations.	Grantees.	Area.	Poor Law Valuation, 1842.	Valuation under 6 & 7 Wm. IV., on which Perpetuity Rents were based.	Valuation under 15 & 16 Viet., cap. 65. (Griffith's Valuation.)		Rents.	Tithe Rent-charge payable by the College.
					Land.	Land and Buildings.		
Carrigafoyle	Thos. Sandes, Wilson Gun, and Wm. Creaghe Hickie	A R. P. 13,864 0 32	£ s. d. 6898 8 0	£ s. d. 4351 2 1	£ s. d. 3982 15 0	£ s. d. 4363 0 0	£ s. d. 2818 11 8	£ s. d. 162 10 6
Ballymaclessys, &c.	St. John Blacker-Douglass	20,566 3 21	8594 7 6	7402 6 10	6498 5 0	6253 12 0	4021 9 1	260 12 8
Murhur	J. F. Vesoy Fitzgerald	2400 1 30	986 5 0	987 5 0	878 10 0	924 10 0	371 4 0	28 16 0
Rusheen	Lieut.-Colonel Crosbie	4106 3 2	1714 17 6	1402 13 0	1192 15 0	1364 15 0	1128 4 8	65 10 8
Aghamore	Wilson Gun	2910 0 21	1641 12 0	1142 8 6	1047 5 0	1102 10 0	766 4 10	56 12 7
Ballinbranbigh	J. D. Rice	823 3 7	309 16 0	257 13 0	236 17 0	254 17 0	175 0 0	} 29 18 9
Corbally	Wm. Pope	766 0 1	213 3 0	182 11 4	163 7 0	174 11 0	175 0 0	
Rathanny	F. C. Peet	400 0 28	359 17 0	281 16 6	267 9 0	282 11 0	205 0 0	10 8 10
Kilbane	Sir R. Blennerhassett	291 3 33	115 5 0	122 2 6	111 19 0	115 16 0	114 12 3	16 2 1
Caherullinagh	R. Clute	1018 3 10	287 8 0	233 11 11	211 10 0	221 16 0	180 0 0	10 7 8
Garbagasa	R. H. M. Orpen	9954 3 17	1605 10 0	1356 10 5	1024 15 0	1178 0 0	911 7 3	55 16 1
Nohoval	P. O'H. Hickson	1446 2 31	854 3 0	615 2 0	551 15 0	589 0 0	494 14 5	20 3 7
Kilcoman	Messrs. Palmer & Townsend	1387 3 11	169 10 0	104 19 6	96 5 0	108 5 0	104 14 11	7 2 7
Abbeyballynegall	— Oliver	222 3 22	145 2 0	98 17 6	105 0 0	113 0 0	90 3 8	0 0 0
Carrigalass	Anthony Lefroy	1225 2 27	1453 5 0	787 19 2	770 12 0	899 0 0	608 18 8	39 9 0
Slutmulrooney	John Madden	10,583 2 16	4302 5 0	3740 7 3	4196 2 0	4669 13 0	2263 3 0	176 9 6
Brootally	Maxwell C. Closo	3249 2 16	3194 13 0	2313 8 9	3203 18 0	3566 8 0	1836 16 7	122 10 7
Derryhaw	Henry Bruce Armstrong	1918 1 10	2156 19 0	1441 8 6	2001 18 0	2553 10 0	1121 18 1	75 14 6
Fellows' Hall	Sir James M. Stronge, Bt.	1270 0 20	1250 16 0	901 19 2	1274 0 0	1418 15 0	722 8 11	48 5 5
College Hall	Same	1052 1 0	1162 4 0	852 13 6	1192 10 0	2379 15 0	701 8 10	40 11 4
Dundrum, &c.	Reps. Fox	11,001 0 1	9415 4 0	6167 4 0	8151 19 0	13,497 4 0	3121 9 6	312 3 5
Colere	J. H. Parnell	1747 2 39	1817 10 0	1213 17 2	1817 10 0	2109 5 0	1018 8 9	53 1 1
Aghanamplu	Reps. Mrs. Anne Lync	2730 0 29	2342 11 0	1777 17 2	2455 11 0	2898 8 0	1106 12 10	96 18 4
Kilnacrennan	Earl of Leitrim	28,731 0 35	5129 12 6	3412 12 2	4009 16 0	5513 1 0	3072 12 3	363 9 2
Rossinowlagh	Reps. of Connolly	13,061 0 33	3195 1 0	2686 11 5	2167 1 0	3205 14 0	1806 5 4*	169 17 3
Cowlowdown	J. H. Teevan, sen.	2906 1 19	2281 12 7	1801 16 1	1737 18 0	3322 9 0	868 6 2†	42 8 7
Killinangle	Lieut.-Colonel Knox	619 2 4	355 8 0	296 19 8	310 10 0	354 18 0	195 13 6	17 18 5
Coolrimur	Andrew Hamilton	383 3 14	250 15 3	219 5 8	235 16 0	299 14 0	93 15 6	4 5 10
Lisminton	Major Hamilton	4184 3 30	1812 17 0	1252 13 6	1359 5 0	1819 0 0	877 12 4	79 17 8
Brownball	Same	311 1 31	253 10 0	127 17 6	172 15 0	145 15 0	98 13 7	11 0 0
Murvagh	A. H. Forster	3227 1 39	925 8 0	612 9 6	870 18 0	968 3 0	477 14 1‡	45 16 6
Drinany	Reps. Johnston	5215 0 37	2144 4 0	1504 14 0	2312 12 0	2708 8 0	1160 19 2§	113 0 9
Quingowan	Rev. James Hamilton	4011 3 6	621 10 0	423 7 5	575 2 0	658 12 0	298 13 4	30 8 6

* This includes £55 8s. 4d. Interest on unpaid Renewal Fines.

† This includes £28 0s. 2d. do. do.

‡ This includes £13 10s. 1d. do. do.

§ This includes £10 7s. 10d. do. do.

does not appear to have been acted on.⁶⁰ A further general rise took place during the bursarship of Dr Davenport, (1812-14) which was destined to be the last general rent rise until after the famine. These rises could not, of course, come into effect for in most cases, twenty years, and as has already been suggested, very large interests still remained with the tenants.

The extent of these interests was further commented on by Maurice Collis, who undertook a comprehensive survey of the estates in 1843-5. Collis was originally employed to represent the interests of the college before the boundary commissioners involved in the taking of the ordnance survey of Ireland. But even before commencing work on this survey, Collis was aware of the excessive interest which the lessees possessed. Writing to the bursar from Kerry in 1839, he remarked, 'If the college were to accept the principle through all their estates in Ireland of allowing what you told Mr Stoughton you wished to give him, that is an interest equal to the rent after paying the rent, the college would, I am sure, be in receipt from this county alone, of many thousands they do not now obtain ...', and he added, 'In Iraghticonnor, there is, I am confident, an interest five times greater than the rent paid'.⁶¹ By 1849, the board held that the size of the tenants' interest was some £40,000 per annum, a calculation based on the existing poor-law valuation 'well-known to be moderate'.⁶² That this was no exaggeration is shown by the following table, prepared later in the century, which contrasts the perpetuity rents (which were almost all higher than those pre-1851) with the various government valuations.⁶³

Trinity College had shown that it was prepared to raise its rents - even if in moderation. Through the successive surveys from Gabriel Stokes, 1734 to Collis in 1843-5, it maintained a highly accurate knowledge of the extent and qualities of its lands, although unlike the London companies, it showed no disposition to assume direct control of its estates by running out its middlemen leases. But there was another extensive category of corporate estate in Ireland which was managed on quite different lines. The estates of the Irish bishops were similarly leased for twenty-one years - often to the same persons as held college leases. But as the first report of the royal commissioners on ecclesiastical revenue and patronage in Ireland made clear, the lands of many sees had not even been surveyed and the bishops therefore had no knowledge of their extent and disposition, much less their quality.⁶⁴ Estates were customarily let at a small rent and a fine supposedly calculated at one-fifth of the lessees annual profit rent, but for ascertaining this crucial figure, the bishops were, for the most part, dependent on the word of the lessee, with results which can be imagined. In the case of Clogher, the bishop admitted that he had not 'gone into any valuation' at the time of his translation and he renewed annually at the same fines as were charged by his two immediate predecessors,⁶⁵ which meant that he was renewing on the 1819 value at most.

At Armagh, in contrast to all the other dioceses, the fine was calculated at only one-eighth of the lessees profit-rent, presumably due to the princely size of the primatial revenues.⁶⁶ Both the Armstrongs and the Stronges were extensive lessees of the see lands as well as those of the college, and in 1850, W. J. Armstrong was complaining that he was paying at the rate of 11/- per acre for college land while the adjoining see lands were let at 4/-.⁶⁷

Perpetuities were granted on the church lands under the Church Temporalities act of 1834, which included provision for periodic rent revisions in proportion to the rise or fall in the value of certain agricultural products. A similar provision was included in the college act of 1851, but whereas the college acted on the clause and subsequently raised its rents, the provision was not made use of in the case of the church lands; a circumstance which considerably fuelled the opposition to this provision in the college act.

For information about the actual condition on the leased estates, one is dependent on occasional references in the college papers supplemented by the evidence submitted to the successive royal commissions. The college dealt only with its own tenants, and as a general rule disclaimed all responsibility for the tillers of the soil who were in point of fact usually beyond its power to aid, other than as objects of direct charity. On one occasion, the question whether the college should seek to exert any control over its lessees' dealings with their sub-tenants by the insertion of toties quoties clauses⁶⁸ in their leases, was debated at the board. This was in 1788 when Gerald Blennerhassett's lease of Gortagass came up for renewal. One side felt that 'we should not engage ourselves still deeper in the disputes between our tenant and his under-tenants;' the opposing party contended 'we have now an easy opportunity of making reparation to the under-tenants for an injustice done to them by a former board in 1766 ... also it will be the means of saving us from trouble hereafter for if any disputes should arise between them, the law must decide according to the terms of their respective leases'.⁶⁹ In the event, toties quoties clauses were

inserted in this particular lease, but the sub-lessees at Gortagass and elsewhere meant local gentry or professional men - the actual tillers of the soil were almost all tenants from year to year.

It is clear that conditions on the estates varied widely. Where the college tenant was resident as in much of Donegal, Armagh and in Longford, conditions could be equated with those prevailing generally in the neighbourhood and were in fact quite good. But in other places, notably Kerry, a good deal of evidence was adduced especially to the successive government commissions suggesting that the college estates were notoriously backward and unimproved, and that numerous layers of middlemen had developed. Of course, the head tenants sought to lay the blame on the lack of security in their tenure of the lands while the college, conversely, tried to throw the blame on its tenants by demonstrating that they had the larger interest in the lands and should carry the major responsibility. Maxwell Blacker Q.C., a member of the Co. Armagh family, who was the non-resident tenant of 20,500 acres of college land in Kerry, gave evidence before a parliamentary select committee in 1824.⁷⁰ Blacker argued that the college system was very bad for tenants. Whereas the bishops never raised their rents, but only their fines, the college raised both rent and fine and took more than the bishops. It is significant that Blacker did not regard himself as a middleman. A description of a college estate in Donegal at this time is scarcely more encouraging although here the occupiers were direct tenants of the lessee.

"The tenantry reside chiefly in hamlets consisting of a great number of poor houses crowded together, and hold their lands in 'run-dale' a system prejudicial to improvement and which prevents them from growing wheat, the lands not being fenced in such a manner as would preserve the crop in the early part of the season."⁷¹

The evidence before the Devon commission of 1845 contained much that was damaging to the college and indeed the public pressure which it generated, was, as has been suggested, a direct cause of the special college act of 1851. William Sandes, member of a family which had held land from the college for centuries, informed the Devon commission that the tenure under Trinity College was a very unsatisfactory one and that it militated against improvements: 'They do not wish to lay out money under the college', because, he went on to claim, 'they may refuse to renew if they take it into their heads'.⁷² John Hurly, the chairman of the Tralee Board of Guardians, described it as 'the most unimproved land we have in this country'.⁷³ He considered that this was due to the uncertainty of the title, the college adhering to no fixed rent or fine. This was, of course, true of any landlord, but was to be a frequent refrain for the remainder of the century in respect of the college estates. The explanation seems to be in the policy of allowing the head tenants to establish themselves through the size of their holdings and size of their interests in them, as to all intents and purposes landlords who were nevertheless subject to this imposition from a distant institution to whose unreasonable demands all increases of rent could be

ascribed. Mr Herbert's agent, John Leahy, junior, was quite explicit. He argued that 'landlords are discouraged making improvements in consequence of the uncertainty of the tenure and because of their rents being raised by the college'.⁷⁴ Lord Lansdowne's agent, James Hickson, came closer to the truth of the matter when he pointed out that a great deal depended on the description of tenant deriving under the college for there were many immediate tenants of the college 'as good as any of the landlords in fee ...'.⁷⁵

The evidence to the Devon commission about the college estate of Gortagass near Kenmare has already been discussed in Chapter 2. Characteristically, there was a distinct lack of both investment and control by the college. Rundale was still prevalent and there were several layers resident and poverty-stricken middlemen. One college sub-tenant described it as 'the worst managed estate in the world'.⁷⁶

All this contrasted sharply with the adjoining and exceptionally well-managed Lansdowne estate, and it was really no defence for the college to assert, as it did, that its rent did not amount to a quarter of the value of the land. Ten years before Lord Devon's commission, Henry Inglis had commended Lord Lansdowne's policy of gradually removing middlemen, taking the occupiers as direct tenants (with the proviso that no tenant should have less than ten acres) and building houses for them at his own expense.⁷⁷ Kenmare was the scene of some of the worst distress during the famine years - English travellers sent back harrowing tales of large numbers of people actually dying in the public thoroughfares of the town - about 5,000 people died of starvation in the union of Kenmare⁷⁸ and 10,000 were said to be living on sea weed and sea shells.⁷⁹

Following his appointment as agent to the marquess of Lansdowne in 1850, W. S. Trench initiated a free emigration scheme for inmates of the Kenmare Workhouse who had come from the Lansdowne estate. Within a year, 3,500 people had left Kenmare for America⁸⁰ at a cost to Lord Lansdowne of some £10,000 while as R. J. T. Orpen, the college lessee, pointed out, the college had expended nothing. He estimated that some £50,000 in government grants had been spent in the union of Kenmare over the previous seven years, otherwise it would have become wholly depopulated or the lands sold for payment of the poor rates. There were only 134 paupers from the college estate then in the workhouse and Orpen's proposal was that the college should underwrite the cost of enabling them to emigrate,⁸¹ but Trench recommended that the college should contribute only in proportion to its interest in the land.

Following the disclosures to the Devon commission, the college seems to have brought pressure to bear on the lessee to end the system of rundale tenure on Gortagass. Writing in 1853, R. J. T. Orpen remarked to the bursar, 'I have in conformity with the wishes of the board repeatedly expressed, proceeded by ejectment (at considerable expense) to break the system of joint tenancy which they considered so injurious to the improvement of their estate and it was only just now that I was able to obtain a judgement against all the tenants ...'⁸² The college property in Kenmare continued to attract unfavourable comment. In 1858, Nassau Senior wrote, 'from well built cottages inhabited by comfortable looking people (Lord Lansdowne's tenants) we passed to hovels, green with damp and moss, and mud floors lower than the road, many without chimneys, some without windows ...'⁸³ and Lord Lansdowne's agent, W. S. Trench, observed to

him 'the college lacks the vigilance of a resident landlord or agent if the land is not to degenerate into a pauper warren as this has done and as the college property in general has done'.⁸⁴ A college property where insolvent tenants were assisted to emigrate was the Drimany Estate (5,214 acres) in south Donegal. As a result, the poor rate in 1850 was only 4d. in the £ as opposed to rates of 5/- and 1/6d. in the £ in the two adjoining divisions, a circumstance which as James Johnston, the lessee, pointed out to the bursar, had saved the college money as well as benefited the estate.⁸⁵ The entire cost of emigration seems to have been borne by the lessee.

The college was thus shielded by the lessees from direct involvement with the starving occupiers of its western estates during the famine, but it did make some modest contribution to the relief of distress. This consisted of donations ranging usually between £20 and £50 to relief committees in the vicinity of college estates. In the winter of 1845 and the spring and summer of 1846, the board had spent £2,000 on relief of which £730 had been expended on the Kerry estates, i.e. 10% of the rental in both years. Considering the magnitude of the distress, this was not over-generous, especially since the college was paid its full rent during the famine years, even in cases where the lessee claimed not to have received even the amount of the head-rent from the estate.⁸⁶

The difficulties to which lessees were exposed during the famine years is well illustrated by the fortunes of the small and fragmented Liskinnett estate in Co. Limerick. It was formally held from the college by the representatives of P. M. Hiffernan, whose interest had been acquired jointly by Dr John Anster,⁸⁷ and Francis Spring Walker, who resided in Limerick. As part of a campaign to

persuade the college to grant a perpetuity on favourable terms, Walker rehearsed the problems which they had encountered: they had had to spend £113 to get possession from defaulting tenants⁸⁸ and also forgave £585 of arrears, and paid large arrears of poor and county rates. They had not been able to collect 'anything like the college rent for last year'.⁸⁹ In order to keep the lands tenanted during the years of famine they had to make leases of considerable portions of them at low rents.⁹⁰ In 1851, three of the townlands were still surrounded by vast tracts of waste lands and this tended to lessen their value. They were only suited to tillage and therefore had suffered most from the failure of crops and the fall in prices 'under the operation of free trade'.⁹¹ The college rent was £286 which represented a rise of 23.8% (if the rent charge were included) since 1831. The occupiers rental was £611 in 1851, which by 1856 had risen to £819.⁹² Eventually Anster and Walker agreed to take a ninety-nine year lease of the 1,200 acre estate at a rent of £500 which although a considerable increase in favour of the college, still compared favourably with the Griffith valuation of £624.

In a petition to parliament in 1838 against the passage of a bill requiring it to grant perpetuities to its tenants, the provost and senior fellows claimed that they had, 'on all occasions seriously availed themselves of the means at their disposal of promoting improvement in the conditions of the occupiers of the soil' and of their holdings, and that they contributed to 'charitable improvements' on a 50/50 basis with their tenants.⁹³ What did this amount to? Little or nothing it would seem in respect of agricultural improvements, although the college did contribute to dispensaries and schools on its estates. In its submission to the Devon commission in

response to the criticisms which had been made of its failure to participate in improvements, the college frankly admitted that this was a matter of deliberate policy. 'In former times', the college counsel contended 'it was considered to be almost the only merit of a landlord to set his land cheap and the college then did set its land cheap and did nothing else ... if the commissioners or the public should be of opinion that the college as a landlord ought to contribute more to improvements and of course remunerate itself for them... it would gladly do so; for such a course would be much more profitable to the college ...'⁹⁴ In fact, on the rare occasions when the college did contribute to agricultural improvements, it was, with one exception, on the basis of one third of the lessees costs, not on a 50/50 basis. The exceptional case occurred on the Kilmacrenan estate, where in 1838, the college offered to go halves in any public improvements whether roads or drains or anything of general utility, but subject to a maximum of £100 per annum.⁹⁵ Lord Clements shrewdly pointed out the drawbacks of this offer to his father, Lord Leitrim:

'whether it would be politic to accept or ask for so small a proportion of the expense - it would naturally enable them to demand additional rent hereafter when the improvements are effected ... the improvements ... will be done by the tenants themselves in a great degree provided we organise an efficient staff ... to manage them - that will be the great expense to us and that is precisely the expense which the college will naturally take no share in'.⁹⁶

But with or without help from the college, it is clear that some improvement of the college lands took place during the first half of the nineteenth century.⁹⁷ In 1810, one of Lord Leitrim's

tenants at Kilmacrenan spoke of having built 'an excellent flax mill, the only one on the college lands' and of having spent £600 on other improvements,⁹⁸ while four sites for flour and oat mills were granted on the lands in south Donegal, although one of them seems to have represented a flag of convenience since the Devon commission was informed that one of the lessees who had built himself a family mansion had been obliged to build and maintain a mill on the same site in order to obtain a perpetuity.⁹⁹ In Kerry, St. John Blacker, though an absentee, was an improving tenant. He borrowed £9,000 under the Land and Property Improvement Act¹⁰⁰ and was specially commended in the sixteenth report of the board of works (for 1847-8) for his reclamation works.¹⁰¹

By the end of the century, it was claimed that he had spent £40,000 on his Kerry holding.¹⁰² The only college contribution to the improvement of this extensive estate seems to have been a decision in 1895 to contribute pound for pound with Mr Blacker-Douglas to the proposed Ballylongford creamery, but subject to a maximum of £100.¹⁰³

The Ballywire estate of 558 acres on the Tipperary-Limerick border seems to have been fortunate in its lessee, John Bolton Massy. It was valued by Thomas Kearney in 1855 during negotiations for a ninety-nine year lease. He found it 'in the best possible order'.¹⁰⁴ New fences had been made to create more convenient fields, while the whole had been drained with stone and tile drains. In Kearney's opinion, the value of the property had been increased by 20%, while the under-tenants spoke of Mr Massy as 'a kind and good landlord'. Massy himself said, 'I got it all in rushes and have shot snipe in every field on it'.¹⁰⁵

In Co. Armagh, three mill sites were granted on the Derryhaw estate, while William Kirk built beetling and spinning mills at Keady as a toties quoties tenant of the college lessee. In 1852, he considered that the opportunity to obtain perpetuities would give tenants great confidence in making further improvements and be a means of stemming the tide of emigration.¹⁰⁶ By this time, the linen industry once regarded as the main support of the Armagh estates, was 'almost annihilated'.¹⁰⁷ Flax continued to be an important crop on the Slutmulrooney estate in Co. Fermanagh. As late as 1898 the agent was writing of the complete failure of the flax crop 'which was the chief means of rent-making by the tenants on the better part of the estate'.¹⁰⁸

Reference has already been made to the fixed policy pursued by the college from its foundation of putting at least one protestant landed gentleman between itself and 'the natives'. The defence of the system was well put by William Armstrong, one of the Co. Armagh lessees:

'The lands have been held by my family since originally granted by the Crown. By my ancestors those lands, then a wilderness, were brought into a state of cultivation ... If the resident gentry be banished from your estates ... who, permit me to ask you will be left to impart knowledge to your tenantry or provide civilisation amongst them?'¹⁰⁹

But the flaw in Armstrong's argument was that most of the college lessees were not in fact resident anywhere near their college properties. The Talbots who held most of the north Kerry lands until 1824 resided at Mount Talbot in Co. Roscommon, and they were

succeeded in 15,000 acres of it by Maxwell Blacker Q.C. who divided his time between Dublin and, ironically, Killyleagh on the college estate in Co. Armagh. In south Kerry, the successive Orpens were for all practical purposes resident in Dublin. In south Armagh, the 11,000 acres around Keady never saw the college lessee until William Kirk M.P., the creator of Keady as an industrial town, bought out the Foxs', but by then or shortly afterwards, he had retired to 'The Park', Gorey in Co. Wexford, where his son and successor also lived. In Co. Donegal, the Clements family did not reside in the county until the time of the third earl of Leitrim (succeeded 1854) - an attention which his tenants would readily have dispensed with. In fact, only the Armstrongs and Stronges in Armagh, the O'Connells in Kerry, the Maddens in Fermanagh, the Hamiltons in south Donegal and the Lefroys in Longford had their principal places of residence on or near their college properties.

The lessees may have been mostly non-resident - they were often also only the top-most layer of several layers of middlemen standing between the college and the tillers of the soil. Maxwell Blacker in 1825, stated that there used to be three or four other middlemen between him and the occupiers, but 'the middlemen who have been raised during the war were also entirely broken by the peace; they had been a kind of substitute though not of the best description for the gentlemen, many of whom had ceased to reside'.¹¹⁰ But they proved not to be a mere war-time phenomenon. The Devon commission also heard evidence of the prevalence of several successive interests on many college estates - Wilson Gun, a college lessee, said that there were no less than eight layers of tenants deriving in succession under him by toties quoties clauses. He remarked with some reason

'whenever that is, the case, there cannot be any improvement'. At Gortagass the college tenant, Mr Orpen, was himself a mere rent-charger and powerless to interfere since the person from whom he had purchased his interest had granted toties quoties clauses of renewal to his tenants who 'conducted themselves like fee-simple proprietors'.¹¹¹ But this was a remedy which, like so many others put forward by Longfield, the college did not adopt and the layers of middlemen continued to be a notorious feature of the college estates for the remainder of the century, although the college lost any power to alter this situation with the passing of the 1851 act. Of course there was one type of sub-tenant who was a feature of almost all Irish properties in the nineteenth century - this was the cottier, renting a small patch of garden and potato ground from a farmer with whom he also found employment. His function was hardly different from the twentieth century farm labourer in a 'tied' cottage although the exorbitant rents which he was charged made him often the most miserable figure in nineteenth century land history.

But intervening middlemen who were in occupation of no parts of their holding, clearly performed no useful function and merely enriched themselves at the expense of both lessee and occupier. At Gortagass, Orpen had nine perpetuity sub-grantees (as well as sixty-two direct occupying tenants) and these nine had 120 occupying tenants. One of them, Dr Mayberry, told the Fitzgibbon commission in 1904, that some of his tenants owed six seven and eight years' rent and that he did not even make the amount of Orpen's rent. On one of the Blacker-Douglas estates (Moybella) there were six sub-perpetuity tenants and 163 occupying tenants. Writing to the bursar from Elm Park, Co. Armagh, in 1882, Mr Blacker-Douglas confessed that a great portion of his college property in Kerry was under sub-perpetuities.

In view of the times, 'he had not thought it right to break them' and had therefore let them run into arrears. As he patronisingly remarked, 'the Arrears Act has been the greatest injury to this class of man as his sub-tenants have availed themselves of it'.¹¹²

The ultimate complexity occurred on the college estate of Aghamore where Mr Gun, the college lessee, was sub-tenant to Morrogh, one of his own sub-tenants for a small part of the estate. T. W. Sandes, the perpetuity lessee of Cloonbrane confessed that neither he nor his solicitors knew the name of one particular tenant since the occupier paid the middleman's rent direct to him: it seems that the occupier 'didn't like to ill-treat his (immediate) landlord because he had been very good to him in the bad times'. On further inquiry the unknown middleman turned out to be an imbecile.

On the 300-acre estate of Rossmakea in Co. Louth, farmed as one unit by the Byrne family over many generations, the lessee was originally the Reverend John Forster, an ex-fellow who was succeeded by the Irvines of Co. Fermanagh in 1799, and the Byrnes held by toties quoties under them - as early as 1797, Thomas Byrne was paying the rent on behalf of Dr Forster's representatives. In 1842, the following remarkable application was addressed to Richard Simon Byrne of Rossmakea by the college law agent:

'Mr Gerard Irvine of Kesh, is entitled since the death of his father to these lands. He has instructed us to apply to you for the rent which has accrued since his death. We presume you can have no idea of disputing Mr Irvine's right to the property ... hand over to us the last renewal of the lease from the college, which you now merely hold as his trustee'.¹¹³

Of course it is possible that Nunn was acting on this occasion for Irvine not the college (although the letter is in his college letter-book) in spite of the obvious clash with the college interest which this would have entailed. In 1852, Irvine's interest was sold through the encumbered estates court and was bought by the trustees of the marriage settlement of one Thomas Bourne, of Dundalk - the college refused to renew the lease after 1861 and the Byrnes at last became direct tenants.

One of the few other instances of the college refusing to renew a lease was at Ballybranagh, Co. Kerry. The tenant, Thomas Anthony Stoughton, had himself run out his lease of the 1,500 acre estate and thereby deprived the provost and senior fellows of their customary fines over a period of twenty years - the lease was due to expire in November, 1848. They, therefore, advertised the lands. Stoughton's rent had been £231 and although he offered £240 for a renewal, other offers were received at £260 and £300 - a joint proposal by William Pope and Justice Rice was accepted at £200. The college was taken to task by the Kerry Examiner for refusing to renew to Mr Stoughton 'an amiable and benevolent landlord' whose reductions to his tenants had prevented him from renewing his lease.¹¹⁴ In fact, Stoughton lived in England, had not visited Kerry for several years and admitted that his receipts had averaged £600 per annum while even if he had renewed annually, his payments to the college would not have exceeded £462 per annum. His absence from the country and the fact that he had covered one of the townlands with a mass of pauper tenants were the reasons given by the college to its counsel for refusing to renew to him,¹¹⁵ but similar concern was not displayed by the college in respect of any other estate and it is probable that annoyance at the loss of their fines was the factor

which weighed most heavily with the provost and senior fellows. Pope had been a sub-tenant to Stoughton while Rice's father had a demesne adjoining the lands. The other offers may have been suspected by the college to have been too high to be depended on. Ironically, both Rice and Pope were broken by the reductions under the 1881 Land Act, and had to be ejected for non-payment of rent and the college then found itself having to deal with the occupying tenants, a course which the Kerry Examiner had urged on it in 1848. But in general, both college and lessee regarded a college twenty-one year lease as a piece of property to be devised solely at the will of the lessee as is demonstrated by the readiness with which, following the death of the last Viscount Newcomen, the college renewed the lease of Carriglass to Harriet Holland, the mother of his eight illegitimate children.

In 1851, with the passing into law of the Trinity College Leasing and Perpetuity Act, the college stood to lose all connection with its estates. In the event, perpetuities were claimed on most of the college land - 158,500 acres in only fifty-four holdings. Only four of these perpetuity tenants could be classed as tenant farmers - the remaining fifty were 'wealthy persons, some of whom have made leases to the other middlemen who are the immediate landlords of the cultivators of the soil or who have again sublet their holdings under perpetuity leases to others who are the immediate landlords ...',¹¹⁶

In other words, the act of 1851 failed to carry out the principal purpose for which it had been intended: the eradication of the middleman system on college estates. Through their influence with the government, aided by deft manipulation of public opinion which in the wake of the Devon commission and the famine was aware of the

unimproved state of much of the college land, the principal college tenants had secured for themselves a perpetual interest in the college's property for a minimal outlay. In the case of the best land in Armagh, this was accomplished by the addition of one shilling per acre on the old rent; in Kerry of $5\frac{1}{2}$ d an acre; and in the case of Lord Leitrim of $\frac{3}{4}$ d an acre.¹¹⁷ The only significant parts of the estate in which perpetuities were not acquired were the Iveragh estate in Kerry, Killanny in Co. Louth (1145 acres) Moneyquid in Queen's County (1265 acres) most of the Ballycarrigeen estate in Co. Wicklow (3,443 acres) (it was already divided between 999 year or other permanent leaseholds and direct occupying tenants), the Ballycahill estate in Co. Tipperary (1,185 acres); the Leitrim estate in Co. Kerry (2,405 acres) and on portions of the Lefroy and Blacker holdings in Longford and Kerry respectively.

The extent to which the perpetuity lessees largely evaded the machinery in the act for keeping their rents level with the increasing value of agricultural produce, has already been described as has the manner in which the leading tenants brought parliamentary pressures of various kinds to bear on the college in an effort to force it to reduce its rents during the period of the Land War. It might therefore be expected that whenever one of these perpetuity tenants was unable to pay his rent, the college would eagerly have seized the opportunity of evicting him and absorbing his profit margin either by taking his tenants as direct tenants of the college or by selling the lease to the highest bidder in the manner of the Landed Estates Court.

The college had two contradictory policies. On the one hand it considered that it ought to continue to receive its rents

and ruthlessness when Anthony Traill came into office as bursar (1902-04) and then provost (1904-14). Herein lies the explanation of why the board resolutely refused to reduce its rents at any time during the land war or subsequently.

But on the other hand, the college frequently shrank from forcing the surrenders, particularly of its larger perpetuity tenants, and it would prop them up both by abatements of rent and outright cancellation of arrears. Why was this? In the first place, the senior fellows, and particularly the bursar were not anxious to bring upon themselves the correspondence and increase of business at the board which would have resulted from the college being brought into contact with occupying tenants and their experience with the Iveragh estate was not an encouragement. Secondly, almost all the larger lessees were protestant landed gentry, a class for which the members of the board felt affinity, on two counts - as fellow protestants ¹¹⁸ and as members of the same class. But as will be shown, there was a growing divergence between the social origins of members of the board and their lessees in that the senior fellows tended to have fewer family ties with the landowning classes. It is perhaps significant that one lessee whom the board made no effort to retain was Daniel O'Connell of Derrynane, grandson of the Liberator.

Those who benefited most by the board's leniency were the Maddens of Slutmulrooney and the Lefroys at Carriglass. John Madden of Roslea Manor (the name of the mansion house which the Madden erected on the property) proved wholly unable to manage his estate or even to choose a suitable agent to manage it for him. For years the National League ruled supreme and virtually no rent was paid while arrears of the college head rent (£2,263 per annum) mounted higher and higher. The college merely issued its usual warnings through its law agent and allowed itself to be fobbed off with small payments. ¹¹⁹

In 1888 a receiver was appointed to hand over all receipts to the college, but since the college appointed Madden's agent to the receivership, matters continued as before. Eventually, in 1889, arrears amounting to no less than £7,021 were wiped out by order of the board.¹²⁰ In the words of Provost Traill to the Fitzgibbon commission: "of all the agents I ever came across the previous agent was the worst ... I said to the owner 'the sooner we dismiss him the better; this man has wrecked the estate'" and he claimed that the college had been 'in past times influenced greatly by personal considerations towards an old gentleman who would have had to go to the poorhouse'.¹²¹

This policy of leniency to the perpetuity tenants was vigorously opposed by at least one member of the governing body. In a memorandum circulated within the college at the end of his first year as bursar, the Reverend J. W. Barlow¹²² spoke of his desire to put much greater pressure on the defaulting tenants than had hitherto been done. He considered that the college could obtain 'great honour and glory' by putting the middlemen's margin into the pockets of the occupiers and rather unfortunately cited as an example the £1,664 profit rent on Slutmulrooney. He was, it seems, unaware that on this estate the occupiers were not in the habit of paying rent at all. Barlow must rapidly have changed his opinion for ironically, his was one of the main voices raised in favour of propping up the Lefroys at Carriglass in 1900.

The lease of Carriglass was purchased in 1830 by Thomas Lefroy, subsequently chief justice of Ireland. In 1837 he erected the existing mansion in the tudor revival style retaining the Georgian stables from Lord Newcomen's time. No less than 275 acres was taken up with gardens and woodlands, there being a walled garden of seven

and a half acres. By 1900 the lessee, Langlois Lefroy, was receiving £600 in rents from tenants with which to pay his head rent of £609 and was threatening surrender unless he got an abatement. Barlow, now vice-provost, declared that that was 'what has long been impending over us'. He correctly diagnosed the three courses open to Lefroy:

- (i) To absorb the loss out of his own income from freehold property,
- (ii) to surrender and receive a re-grant at a lower rent,
- (iii) to surrender and for the estate to be taken over by the college.

Toler Garvey, agent for a number of college properties, who had been sent to inspect Carriglass, strongly advised the college against taking the property into its own hands: it was 'only suitable for someone with large means, but the sporting attractions of the neighbourhood are not great'.¹²³ Since Lefroy was 'evidently very anxious to retain the terrible white elephant which he has to support at Carriglass' the vice-provost proposed that he should be encouraged to stay there by ad hoc reductions of £125 on each gale of rent, and this was the course which the board adopted.¹²⁴ Clearly the Lefroys would not have left Carriglass if the board had insisted on its full rent - they were in effect living rent-free in the mansion house and demesne - moreover, the board seems to have wholly ignored a statement in Toler Garvey's report that £1,000 worth of trees could be sold without damage if marked out by an experienced forester.

The history of the college's dealings with the fourth earl of Leitrim in Donegal might seem to constitute a major exception to the college's reluctance to proceed to harsh measures in the case of the larger lessees. The dispute between the college and this tenant

dragged on for many years, was frequently ventilated in parliament and the public press, and finally culminated in ejection proceedings by the college against Lord Leitrim for non-payment for rent. In the Ireland of the 1880s the spectacle of an earl being sued for his rent caused something of a sensation and led to a great deal of publicity which was highly unfavourable to both parties.

In fact, the dispute was not about the payment of rent at all: it had its roots in the militant attitude adopted towards the college by the third earl of Leitrim, who was murdered in 1878, and it was powered by the determination of the fourth earl to force the college to carry some part of the huge reductions which he himself was having to accept from the Land Court. In 1853, Lord Leitrim had taken out a perpetuity under the college act and was the first of the college lessees to do so. Consequently, his was the first perpetuity to be subjected to the machinery laid down in the act for revision of rent at the end of each ten year period. Lord Leitrim in the 1863 revision, required strict proof of a rise in prices in the thirteen towns specified in the act, and thus put the college to considerable trouble and expense - the arbitrators being satisfied that there had been a 34% rise. After nine towns had been completed, Lord Leitrim sought a compromise and the board seem to have been convinced that they had settled for a 25% rise.¹²⁵ But in fact, it was only just over 20% since his revised rent was £3,073 in comparison with the previous perpetuity rent of £2,555. His own rental from the college estate was £6,320 at this time, so that he still maintained a substantial margin¹²⁶ which had moreover been achieved by increases in his own rents, averaging 60% during the late 1850s.¹²⁷

The board then did a most unwise thing - it purported to settle with all the other perpetuity tenants for a 5% lower rise on the grounds that they had not put the college to the expense of working the machinery of the act as Lord Leitrim had done. It was only a short step for this to be seen as a victimisation of Lord Leitrim, and this was precisely the view taken by his nephew, the youthful fourth earl¹²⁸ in 1882, when he demanded to know on what principle his rent had been raised by 5% more than other tenants. Instead of clearing up the misunderstanding and indicating that less than £100 per annum was involved, the college replied that 'this matter has so rested for nearly twenty years' and Lord Leitrim retorted that it was 'high time either I or it (the board) should be disturbed'.¹²⁹

On this extremely flimsy basis, a quite ridiculous quarrel then ensued. At the beginning of June, Lord Leitrim submitted to the board a long statement of his view of the matter.¹³⁰ His opinion was hardly conciliatory: he averred that he was determined 'to avail myself of every strategy that the law would admit of ... to thwart you in the recovery of a rent which is unjust and extortionate'. He asked to be treated in the same way as he had dealt with his 1723 Donegal tenants, 861 of whom were on the college estate - 'I have myself personally gone into the merits in the majority of these cases'. He added that while he owed the college £3,072 (to November 1881) his tenants on the college estate owed him £7,536, only 50% of which would be recoverable under the arrears bill - in fact he lost £10,960 in extinguished arrears.¹³¹ Lord Leitrim offered to submit the whole matter to impartial judges. He subsequently had an interview with the board, but the college refused to alter its point of view and finally in March, 1883 a writ for the surrender of the

property was issued. This had to be served personally on Lord Leitrim at his residence in Portman Square in London, since he had declined to allow his Dublin solicitor to accept service on his behalf, and in the words of the college law agent, he had 'taken a very hostile position towards the college'.¹³²

Lord Leitrim had made two alternative proposals to the college -

- (i) That since 1883 was the end of a decennial period that the college should reduce his rent in proportion to 'the recognised depreciation' in the value of land since the last rise of 25% had been imposed in 1863:- why he did not simply implement the machinery in the act is not at all clear.
- (ii) That the college should lower his rent by the disputed 5% and make this retrospective to the date of his becoming tenant in 1878.

The college pressed on with proceedings in the Landed Estates Court and in March 1884, Lord Leitrim was obliged to pay up not merely the rent due to May 1883, but also £25 taxed costs of the judgement. The college seemed determined to exact the full pound of flesh and refused to accept the cheque unless interest at 4% on the amount due was added from the previous May, and Lord Leitrim was forced to pay another £201.

But forces were already at work within the governing body of the college which favoured the removal of Lord Leitrim's specific grievance. At a meeting of the board on 26 April 1884, a resolution that rent should be accepted from Lord Leitrim on the same average prices as those on which other tenants paid, was passed at the board in spite of the opposition of the provost.¹³³ The 'perpetuity war'

was at that time raging in parliament and it is possible that this volte face on the part of the board was brought about as a result of pressure from the two Dublin university members, David Plunket and Edward Gibson - Gibson, in particular, maintained a vigorous defence of the college's interests in the House of Commons and even though he had to resign his seat in the following year on his appointment as lord chancellor of Ireland, his advice continued to carry great weight in the college. Certainly the task of the college's public defenders would be made easier by the removal of what was widely recognised as a victimisation of Leitrim. But the provost was not prepared to be lightly overruled, and he promptly stated a dubium to the visitors of the college¹³⁴ as to whether the board was entitled to reduce a tenant's rent without the provost's sanction.¹³⁵ It was not until December that the visitors announced a decision in favour of the majority of the board,¹³⁶ and just before Christmas the bursar received a letter from Lord Leitrim, framed in very uncharacteristic terms, '... I cannot refrain from expressing considerable satisfaction and gratitude for that measure of consideration which my case has received from your board'.¹³⁷

All this was, however, a false dawn. Lord Leitrim expected, perhaps not unreasonably, that the remission of the "5%" would be made retrospective to the date of his becoming a tenant of the college, and also that the college would pay his costs in the legal proceedings of the previous year. This the college declined to do, and Lord Leitrim's anger settled particularly on a quite unnecessary remark by the bursar that the proceedings had been rendered necessary by his 'peremptory refusal to pay his rent'. Such a charge

was bound to touch any Irish landlord on the raw, and Lord Leitrim retorted that, on the contrary, the proceedings had been brought about by the board's 'own infatuation and self-sufficiency'.¹³⁸ He told the board that since he had always been willing to pay his rent at the rate which the board had now accepted, they should follow their decision to its logical conclusion, and restore the sums 'they have already filched from me'. Being presumably unaware of the delicate situation caused by the visitors' judgement, he not unreasonably objected to having to 'come snivelling' to every future board with a request for a 5% abatement and declared 'the manhood of the humblest of my 2,000 Donegal and Leitrim tenants would rightly rebel against a tenure which has not appeared to your board too monstrous to assign to their tenant whose rent is over £3,000 per annum' and he suggested that if the board was lacking in legal powers it should join with the perpetuity tenants in promoting a bill in parliament. 'For the third time' he offered to submit the entire case to arbitration.

But it was Lord Leitrim's use of the words 'dishonest and dishonourable' to describe the conduct of the board which raised the board to a new level of intransigence - in May 1885 it obtained a judgement against him for the two further years' rent which had, of course, remained unpaid while the dispute was in progress.¹³⁹ There matters rested for the summer and in October Lord Leitrim sought, and was refused, an interview with the board. He had wanted to explain, he wrote, 'the inconvenience which must occur to your own sub-tenants, my fee simple tenants and many others should you succeed in effecting my incarceration or any semblance of interruption of my ownership of my estates' and referred particularly to 'a

transport system which requires my continual personal supervision, and must therefore necessarily be suspended'¹⁴⁰ - this last was a reference to the weekly steamship service to Glasgow which he had established in 1883 to provide an outlet in Scotland for the agricultural produce of north Donegal. Indeed from the commencement of hostilities, he had been careful to keep local public opinion fully informed; in May 1883, he mentioned to the bursar that he had informed his tenants that 'I wished the college meted out the same measure to me as I meted to them',¹⁴¹ and some remarkable demonstrations of support for Lord Leitrim took place in Co. Donegal in February 1886, when the college took the ultimate step of having a receiver over the estate appointed by the courts because of the non-payment of rent.

Meanwhile, it was beginning to be realised by some within the college that in suing for the full rent, when in 1884 they had conceded the principle of an abatement, the board had put itself hopelessly to windward of public opinion. In November 1885 the bursar proposed that Lord Leitrim should be allowed his abatement from 1878 if he paid the full cost and interest on the ejectment decree since the day on which judgement had been entered. The voting at the board resulted in a tie and since the provost continued implacable in his opposition to Lord Leitrim, the proposal could not pass by the use of his casting vote.¹⁴²

A further attempt by the bursar to effect a settlement suffered an even more decisive defeat. In February 1886, he proposed that an allowance of £500 be made to Lord Leitrim if he paid up his rent, but this was supported by only two other senior fellows - the board was no doubt influenced by a statement signed by nineteen of the junior fellows which was strongly adverse to any concession to Leitrim.¹⁴³

But in actual fact, the board was almost ready to climb down from its pedestal and was only waiting until Lord Leitrim's motion in the House of Lords for an inquiry into the college estates should be disposed of.

Very unwisely the board appointed, apparently on their law agent's advice,¹⁴⁴ Major J. H. Dopping to be their receiver over the Kilmacrenan estate. Dopping had been agent to the third earl of Leitrim and a good deal of that nobleman's unpopularity had rightly or wrongly attached itself to him and he had been under police protection. He had not enjoyed a happy relationship with his successor: in 1882 when looking for work from the college, he wrote of his impending retirement from the management of the Leitrim estates 'after a period of four and a half years, as trying a time as could well be imagined'.¹⁴⁵ Thus his appointment was seen by all parties in Donegal from the earl of Leitrim downwards, as adding fuel to an already inflammatory situation. He entirely failed to collect any rent from the occupiers and his presence was one of the factors which led to a 'large and influential' meeting of tenantry which was held at Carrigart on 3 April 1886 to express solidarity with the earl of Leitrim in his struggle against a tyrannical college. The meeting was fully described in a printed pamphlet: The Earl of Leitrim and Trinity College.¹⁴⁶ The chair was taken by the parish priest while the rector and the doctor were also present. A long account of Lord Leitrim's good deeds was included. In addition to the 'cheap freights by his lordship's steamers, (two thousand tons of potatoes were exported annually as a result of which 'Mulroy and Leatbeg and Leatmore have ruled the Glasgow potato market) he had established a

mill at Milford Quay which had reduced the cost of Indian meal along the entire coast, while he had given employment at fencing and draining in times of distress. For its part, Trinity College was denounced as the worst possible form of landlord 'for every penny the trustees could gather off the land goes into their coffers without one single farthing coming back to enrich or improve the soil by expenditure of any kind' and it was described as monstrous that the provost and fellows could 'ruin the prospects of a people in a poor locality like ours, a people whose forefathers tilled these glens and valleys generations before the name of Trinity College was heard of on the Irish shore (cheers)'. Several uncomplimentary remarks were made about the previous earl of Leitrim, and the meeting produced the ingenious theory that the 5% represented part of his legal expenses which the present earl had no right to pay. In the words of the Donegal Journal, 'priests, people and their protestant neighbours assembled in public meeting and sent up such a paean of praise as a tribute to their landlord as not often has been heard in the land'. The college was in no doubt about the prime mover behind the Carrigart meeting. Nunn wrote to Dopping, 'it is quite clear I think that his lordship is at the bottom of this movement and that it will certainly embarrass your proceedings'.

While all this was going on in Donegal, it is clear that Lord Ashbourne was preparing the ground for a settlement. Writing to him during a temporary upset in negotiations caused by Major Dopping's activities on the estate, Lord Leitrim reminded him of a conversation which they had had in the library of the Carlton Club immediately before his motion came up in the House of Lords in March 1886, and that he had understood that the college would be 'guided by your

opinion which I regarded as decisive'.¹⁴⁷ Lord Ashbourne had indeed advised the college to make Lord Leitrim the abatement he asked for (presumably retrospective to 1878) if he withdrew all his charges against the college.¹⁴⁸ The board was not at this stage ready to comply, but after he had done signal service to the college in the House of Lords - and received the 'best thanks' of the board for it - Lord Ashbourne renewed his advice in May, enclosing an overture from Colonel Burgess, one of the trustees of Lord Leitrim's marriage settlement. The board finally agreed, with only one dissentient, to submit the whole case (including the question of costs) to arbitration, provided Lord Leitrim first withdrew the imputation 'dishonest and dishonourable'. This decision was reached despite a paper which had been submitted by eighteen out of the twenty-four junior fellows protesting in strong terms against the proposed concession to Leitrim.¹⁴⁹ One factor which must have pressed more heavily on the board than on the junior fellows, was the liquidity crisis to which the withholding of the Kilmacrenan rents had given rise.¹⁵⁰

Colonel Burgess' intervention enabled the college to maintain that the initiative had come from the other side - Nunn in writing to the furious Dopping certainly gave this impression,¹⁵¹ while the same impression may have been fed to the junior fellows; for in his evidence to the Fitzgibbon commission in 1904, the Reverend T. T. Gray (a junior fellow in 1886) confidently asserted that 'the trustees of his (Leitrim's) marriage settlement interfered'.¹⁵² All that was now required was the withdrawal of the words 'dishonest and dishonourable', an operation which was hindered by the departure of Lord Leitrim on a cruise to Rio de Janeiro and by the activities of Major

(now Colonel) Dopping in Donegal. Despite the fact that he knew that negotiations for a settlement were in progress, Dopping chose at the end of August, to proceed against three sub-tenants selected as being 'the most troublesome' for arrears of rent. One of them happened to be the Reverend W. E. A. Murphy, rector of Mevagh, and all three were claimed by Lord Leitrim to be his personal friends. He promptly made the suspension of proceedings against them, a condition of any continued negotiation.¹⁵³ This was immediately done, Dopping being informed by Nunn 'you are quite mistaken if you think that Lord Leitrim being a Peer has made any difference in the action of the college board ...'¹⁵⁴ and on 10 September 1886, the earl of Leitrim wrote formally to the provost and senior fellows withdrawing the words in question 'understanding that you are now prepared to go to arbitration ...'.¹⁵⁵

From the four-year war the college gained nothing except a great deal of bad publicity. The contest showed clearly the defective nature of the board as an instrument of management. It infuriated its opponent by piece-meal and illogical concessions - having conceded the principle of abatement it then tried to take a stand on whether or not it should be retrospective. Ultimately it was reduced to accepting the principle of arbitration despite the fact that Leitrim had already three times offered this course. But to agree to arbitration was in fact to accept defeat - the only way to win would have been to put the estate in the hands of a popular and efficient receiver and proceed against Leitrim's fee simple property for the arrears. Even after the battle had been lost, Provost Jellett was asserting that 'Trinity College would be a great pecuniary gainer by getting possession of the Donegal property'.¹⁵⁶

The arbitration seems in fact to have simply petered out - in December 1886, Lord Leitrim nominated Edward Murphy of Dunfanaghy as his referee and the college appointed the Rt. Hon. Stephen Woulfe Flanagan, judge of the Landed Estates Court, a choice to which Lord Leitrim's solicitor promptly objected: 'I look upon it as giving up any chance (Lord Leitrim had) and so does every other professional man - it is almost a farce going further with the matter ...'.¹⁵⁷ By 1891, the arbitration had still not taken place and a year later the fourth earl of Leitrim was dead, aged forty-five.¹⁵⁸ It was probably with unconscious irony that his agent informed the bursar (still Dr Stubbs) that a testimonial was being 'got up' to the late earl and that he would 'feel much obliged if you allow me to put your name on my card for a subscription towards the Memorial, which is being well supported'.¹⁵⁹

The question of rent reduction was merely incidental in the Leitrim case which hinged on the matter of equity of treatment. But it assumed a central position in the college's dealings with other perpetuity tenants. The perpetuity tenants as a whole found it difficult to accept that the college should not lower their rents in the same proportion as theirs had been reduced by the land courts. The college papers therefore abound with graphic descriptions of conditions on the estates during the land war and its aftermath which were penned in the hope of softening academic hearts. In 1881, the agent of some of the south Donegal lessees wrote, "I presume you are aware that the order of the day is 'Hold the harvest and pay no rent' - most of the tenants ... have not made any money ... the few who could pay are so intimidated that they are afraid to do so".¹⁶⁰ In 1886 the agent for the lessee of Kilcomans, Co. Kerry, whose net margin was by then only £51, wrote that after the rental had been

fixed by the Land Commissioners, he had received a memorial from the tenants 'backed by their priests' for a further reduction of 40% and since then scarcely any rent had been paid.¹⁶¹

Kerry was in the eye of the storm. In 1885 Colonel Crosbie, the perpetuity lessee of the 4,000 acre Rusheen estate, confessed that he had been beaten by his tenants who refused even to pay judicial rents. He asked that the college should purchase him out, something which the board refused to do.¹⁶² Colonel Crosbie was finally driven by his tenants to surrender the property in the following year and the college had to wipe out £3,949 of arrears and take over the estate itself. Thomas William Sandes, high sheriff of Kerry and a college lessee, held a rent day on 1 August 1885 and received only £28 out of 'nearly £4,000' due to him. He owed £3,300 to the college and pointed out that if he was served with an ejectment he must do the same to his tenants who would get 'next to nothing' for their stock. He claimed to have spent £80,000 on the property and sought a 33% abatement.¹⁶³ But in fact, although he was given no abatement neither was he served with an ejectment, thus reflecting the college's persistent dilemma in dealing with its large perpetuity tenants at this time: although not prepared to reduce the nominal rent, it was often in practice prepared to wipe off considerable sums in arrears.

The hated Parnellites were raked up by another unionist Kerry tenant at the end of 1886. St John Blacker-Douglas pointed out that :

'the difficulty in collecting rents was not surprising when meetings such as the nationalist meetings were permitted to be held on the college estates and presided over by Messrs. Dillon, Harrington and Co., the latter of whom carries with him the prestige of having been proposed as an M.P., by one of the members of the board of Trinity College.¹⁶⁴ ... tenants in writing to me date their letters 'Newtown Dillon' instead of Newtown Sandes and I have been obliged to subscribe £50 to the Kerry Defence Fund to afford some protection to ourselves and bailiffs'.¹⁶⁵

In the following spring, Mr Blacker-Douglas's difficulties were being ascribed to more specifically agricultural factors. In May, his resident agent wrote 'little or nothing has been paid in rent in the last two months as the farmers can't pay until they make some butter ... these are exceptionally hard times ... when the rents are paid I shall be only too happy to pay the college'.¹⁶⁶ In fact, Blacker-Douglas only owed the college two gales of rent although his own tenants were demanding a 35% abatement on their abated rents which would soon eat up his margin of £3,200 per annum. As his agent remarked, 'it is very difficult to get along those times'.¹⁶⁷

But even occupying tenants whose loyalty to the crown was unquestionable were also liable to demand allowances. The grand chaplain of the Armagh County Orange Lodge felt that something ought to be done for 'true and loyal men' by granting a permanent reduction of 20% to the college lessee (in this case Henry Bruce Armstrong) who would then pass it on and thereby the board would be

doing an act of justice to men who 'in helping to uphold law and order and put down boycotting and all such cruel and brutal practices' were deserving of the abatement,¹⁶⁸ while the Ulster Gazette declared, 'the orange goose is going to pull with the green goose in this matter'.¹⁶⁹

William Creagh Hickie, who was joint tenant with the Sandes' and the Guns' of the huge 13,864 acre Carrigafoyle estate, could not understand why the college did not 'meet its tenants in an off-hand manner',¹⁷⁰ and he forwarded his rent less 25%. When his cheque was returned he declared, 'I firmly believe the manner in which the board of Trinity College are acting to their tenants is simply suicidal',¹⁷¹ notwithstanding which the Kerry Sentinel was able to carry an account of a 'Harvest Home' at Killelton in 1885 and praise the 'golden deeds of generosity and kindness ... of one of our first Catholic laymen in Kerry'.¹⁷²

The college attitude was perfectly understandable, especially since it lost £3,000 on this estate by writing off arrears when separate leases were granted to the joint lessees in 1888.¹⁷³ Wilson Gun also had his cheque in which he had awarded himself an allowance of 25% refused by the college. 'Is no consideration to be made for the difficulties, agitations and distress through which during the past two or three years we have been passing?' his agent and son-in-law demanded. He also claimed that £6,000 had been spent on roads and other improvements since 1871.¹⁷⁴

In 1888 the bursar, the Reverend Dr Stubbs, visited these Kerry properties and according to T. W. Sandes, 'he found the head rents unjust and didn't hesitate to say so'.¹⁷⁵ Dr Stubbs did not succeed in persuading his colleagues to make any reduction and he

merely handed a stick to the Kerry perpetuity lessees which they used regularly for the remainder of the century. Some ten years later Sandes was claiming that his net rental was only £1,623 having being reduced by '50% or 60%' below what it was in 1850 and he asked piteously 'now that literally I have fallen among thieves will the board see me stripped and wounded and pass by on the other side?'¹⁷⁶ Unfortunately for the middlemen, this was precisely what the board did do, however embarrassing a predominantly clerical body must have found it to be addressed in such terms.

Mrs Cantillon who held a ninety-nine year lease of the 1,000 acre Ballyline estate in Co. Limerick, should have had a substantial margin on her college rent of £550. In 1879 her tenants complained to the college that their rents were 40% over the P.L.V. of £681 and Mrs Cantillon was accordingly refused any abatement.¹⁷⁷ In fact, the occupiers' rents were 61% over the P.L.V. and in 1886 even after abatements, were still 26% above the valuation.¹⁷⁸ Not surprisingly, one of the farms had been surrendered and the occupiers of another evicted, whereupon it was promptly boycotted.¹⁷⁹ At the end of 1886 she owed two years' rent to the college and the agent reported 'we are fighting a desperate battle with the National League. We have got the worst of it this year, but I hope to do better next'.¹⁸⁰ The college conceded a 20% abatement and three years' rent was wiped out in 1889 - the board had determined on an ejectment and then characteristically drew back. In most subsequent years, the college found itself having to concede an allowance of £50 to ensure payment of the rent. The estate was not finally sold to the occupiers until after 1923. The local inquiries presided over by Lord Justice Fitzgibbon in the summer of 1904 revealed something of the straits to which the perpetuity tenants had been brought as a

result of the land agitation and ensuing land legislation of the previous quarter century. In the case of the Slutmulrooney estate in Co. Fermanagh, the college lessee was said not to have received a penny out of the estate between 1889 and 1899, while the tenants' solicitor coolly stated the inability of his clients to pay 'any particular rent'. Major James Hamilton, despite the fact that his rents had not been raised since 1830, still had a reasonable margin on his Lisrinton estate - £446 on an occupiers rental of £1,318. The occupying tenants here had not bothered to attend the inquiry and their landlord's son remarked, 'I think we are both pretty comfortable as we are. We have always been friendly and I have not heard any of them looking about wanting to buy at all'. Most of the south Donegal perpetuity estates had by 1904 been squeezed into complete insolvency - Drimany, Rossinowlagh, Cowlowdown and Murvagh were all in this plight. The lessee of Drimgowan, W. A. Hamilton, seemed to be principally concerned with the amenities of rural life and declared, 'I am not going to live in the country if I have not some shooting or fishing'.

The huge 28,700 acre holding of Kilmacrenan with c. 7,000 occupying tenants was in a sorry state despite the best efforts of the lessee, the fifth earl of Leitrim and his father before him. In the words of the chairman of the Milford Tenants' Committee: 'Lord Leitrim, I might say, is beloved by the tenantry. Both he and his father are held in the highest esteem and the best of feelings exists between the present earl of Leitrim and his tenantry'. But flax growing had almost died out and the result of all the reductions of rent including those made voluntarily by the fourth earl on his succession as well as those made later by the land courts, was to reduce Lord Leitrim's share of the gross occupier rental of £4,500 to a mere £1,644, the remainder going to pay the college head rent.¹⁸¹

The college middlemen in Kerry were in a precarious position, not least because in that county there were several layers of them. Lady Colomb was the lessee of the townland of Kilcomans in the Iveragh peninsula and since the first term rents were about to expire, it was anticipated that soon she would have no interest at all.

The Blacker-Douglas holding of some 20,000 acres was not yielding much profit to Mr Blacker-Douglas. His margin was supposed to be £2,893 gross, being more than one-third of the occupiers rental. He kept 220 acres around Tullahinell House (occupied by his agent) in his own hands and worked it as a home farm, but in 1899 he made a profit of only £132 on it.¹⁸² By this time Blacker-Douglas's net profit from the huge estate was only c. £1,100 per annum.¹⁸⁵

By 1909 the college was owed £5,423 by the three large north Kerry estates of Derragh, Carrigafoyle and Murhur - four years being due on Carrigafoyle and it is clear that but for the operation of the 1903 and 1909 land acts, the lessees concerned would have followed those of south Donegal into insolvency. In the event, the bonus of 12% on the gross rental when they came to sell, allowed them to emerge with something, after the college had been satisfied.

Neither college nor lessee could have foreseen the massive reductions in estate incomes which resulted from the 1881 land act. The college consistently took the view that it should continue to receive its rents since it had for long been receiving only part of the value of its property 'on the very ground' as a landlord member of the Cowper commission observed, 'that in the bad times they should get no less'¹⁸⁶ while its tenants (almost always themselves landlords) failed consistently to grasp why they should be ground between the upper and neither millstones of college and peasant.¹⁸⁷

The college throughout this period, pursued a policy which might be thought a contradictory one - on the one hand it shrank from the possibility of very large estates coming on to its hands if it were to evict its perpetuity tenants for non-payment of rent; on the other it adamantly refused to reduce the rents in response to their clamour. Instead, in very many cases it temporised; wiping out large sums in arrears in the hope in better times, of receiving the full amount of the rental.¹⁸⁸ In the event, this policy paid off handsomely, for when the estates came to be liquidated under the early twentieth century land acts, their sale price was calculated on the basis of the nominal rental while in many cases the college was able to recoup its accumulated arrears from the 12% bonus paid to the immediate landlord on the sale of an entire estate to the occupying tenants.

FOOTNOTES TO CHAPTER 5

1. Except in the case of some of the Baldwin lands.
2. See Saltmarsh op. cit. and Howard op. cit.
3. 10 and 11 Car I, cap. 3.
4. At a cost of near £2,000.
5. Patrick Duigenan: Lachrymae Academicae or the Present deplorable state of the college of the Holy and Undivided Trinity of Queen Elizabeth near Dublin (Dublin 1777) 157.
6. Ibid., 158.
7. Fellow 1593, Knight 1609, M.P. for Down 1613-15, Viscount Clandeboye 1622, Privy Councillor (Ireland) 1634.
8. J. P. Mahaffy: loc. cit.
9. He bequeathed to the college the Carriglass estate in Co. Longford of 2,300 acres.
10. The Brownhall estate of 7,500 acres.
11. BR 20 October 1665.
12. With the marriage of Catherine - great-granddaughter of Bishop Maxwell to the Reverend Samuel Close.
13. Through the marriage of W. J. Armstrong, in 1786 to Margaret Tew, great-great-granddaughter of the bishop.
14. On the death in 1823 of the fourth baron and the second earl (of second Creation) without a direct heir, the college lands passed on to his nephews Barry and Charles Fox.
15. Through the marriage in 1785 of Helen Tew, granddaughter of Captain Robert Maxwell of Fellows Hall to the Reverend Sir James Stronge, first baronet of Tynan. The present house has a stone set into it bearing this inscription:-

'The house that was built on this ground by James Maxwell in the year 1664 being burned in the year 1752 was rebuilt by Robert Maxwell and Grace his wife in the year 1762 under the inspection of their son John Maxwell'.
16. By now Master of the Rolls in Ireland.

17. The founder of this family's fortunes had performed a somersault, remarkable even in Ireland: having started as a Mac Crossan who were hereditary bards to the O'Mores of Leix he ended his life as John Crosbie, Bishop of Ardfert in the reformed interest. (Lord Walter FitzGerald: 'Notes on the family of Patrick Crosbie of Maryborough'. In JRSAI, series 6, vol. 13 (1923) 133-50).
18. Dr Clement's Account Book (Mun.V.79).
19. BR 30 April 1887.
20. Lord Mayor of Dublin 1779-80.
21. R. J. T. Orpen of Ardtully b 1788; m 1819 Elizabeth daughter of the Reverend Richard Stack, F.T.C.D.; kt 1868, President of the Incorporated Law Society.
22. See G. H. Orpen: The Orpen Family (Frome 1930) and the marquess of Lansdowne: Glanerought and the Petty-Fitzmaurices, (Oxford 1937).
23. Hussey de Burgh: The landowners of Ireland (Dublin 1878). He makes no distinction between lands in fee and those leased for 99 years or with a perpetual right of renewal.
24. 2,322 acres out of 12,154 acres, but this latter included 8,426 acres in Co. Tyrone with the low valuation of £3,854 cf. a valuation of the Co. Armagh lands in excess of £1 per acre.
25. He was the representative of the junior branch of the Madden family which divided from the senior branch on the death of the Reverend Samuel Madden D.D. in 1765. Dr Madden's third son John succeeded to the freehold estates of Maddenton and Manor Waterhouse, while his fourth son Edward was bequeathed the interest in the college lease of Slutmulrooney.
26. The government valuation of the 54,352 acres in Donegal was only £9,400 cf. £9,416 for the Leitrim estate. On the death of the third earl in 1878, the ownership of the Leitrim estate was separated from that of the Donegal lands.
27. 4,496 acres out of 8,507 acres.
28. According to the Ordnance Survey there were 9,954 acres in this estate, but according to Frizell's survey, only 3,698 acres were profitable, which may explain the discrepancy.
29. MS 4961. If fines are then to be taken into account the lessee would be paying considerably in excess of Frizell's valuation.
30. Later the celebrated Sir Richard Griffith, author of the general valuation of Ireland which bears his name.
31. MS 4962, sub. 5 April 1820.

32. This is why they are expressed in Irish currency which was, of course, assimilated to sterling in 1826.
33. Allowing for fines (MS 4961 sub. 2 October 1813).
34. Ibid., sub. 26 February 1814.
35. Apart from the passing on of the tithe rent charge after 1834.
36. Mun/P/23/397.
37. Mun/P/24/401.
38. NLI, MS 9927.
39. Ibid.
40. Mun/V/78/48.
41. NLI, MS 3802. The old rent (excluding fine) of £1,700 Irish (£1,569 sterling) which came into effect in 1834, had with the addition of the tithe rent charge, become £1,932. A perpetuity was then granted in 1853 under the terms of the college act at £2,555 with fines no longer payable.
42. See W. E. Vaughan: A study of the landlord and tenant relations in Ireland between the famine and the land war, 1850-78. Unpublished Ph.D. thesis, University of Dublin, (1974), 417.
43. Admiral Thomas Pakenham to Lady Louisa Conolly, 14 June 1803, T.C.D. MSS 3974-84/1467.
44. Rental of the Brownhall estate, on deposit in the MSS Room of T.C.D. The property was valued by Thomas Noble of Armagh in 1824 at £2,936 per annum which he considered a moderate valuation (Mun/P/24/404).
45. Arrears were only £115.
46. Rental of the Fellow's Hall Estate for the year ended November 1855. Among MSS formerly in the possession of the late Rt. Hon. Sir Norman Stronge Bart at Tynan Abbey, Co. Armagh.
47. The Rentals of the Kirk estate in the possession of Messrs. R. F. Forbes, land agents, Armagh.
48. Bessborough commission evidence, 1254 (c. 2779-II) HC 1881, XIX.504.
49. Ibid., 1255.
50. T. Kearney to Reverend Humphrey Lloyd, 12 March 1852. Mun/P/23/1745.

51. Thomas second Viscount Newcomen died unmarried in 1825, aged 49. He was chief partner in Newcomen's Bank, 'which in consequence of his death stopped payment' (Complete peerage sub. "Newcomen").
52. M.P. for Dublin University 1830-41. Lord Chief Justice of Ireland, 1852-69.
53. Prospectus for sale by court of chancery 1830. Mun/P/27/47.
54. See Mun/P/27/73 for a description of the pleasure grounds and demesne.
55. Bessborough commission, 2779 - ii, H.C. 1881, XIX, 1255.
56. Mun/V/799.
57. MS 4960, sub. 9 May 1801.
58. Cappagh, Co. Tyrone in 1812. He went on to become a notable archbishop of Dublin 1822-31.
59. MS 4960 sub. 12 February 1803.
60. MS 4961 sub. 28 October 1815.
61. Mun/P/25/1554.
62. Statement sent to the Lord Lieutenant 6 September 1849 and copied into the board register.
63. Proceedings in relation to 'the Trinity College (Dublin) Teasing and Perpetuity Act 1851'. (Dublin 1884) 71.
64. 9, (762) HC 1833, XXI, 209.
65. Ibid., 91.
66. The average annual income of the archbishop of Armagh in the years 1828-31 was £17,600 from an estate of 100,500 acres.
67. W. J. Armstrong to the bursar 10 May 1850, Mun/P/54/421.
68. I.e. a provision that a tenant should renew to his sub-tenants for the same term as his own lease was renewed.
69. Mun/P/23/1527K, draft of a letter possibly to the provost in England.
70. Minutes of evidence taken before the select committee appointed to inquire into the disturbances in Ireland, 58-80 (c. 20) HC 1825, VII.
71. Valuation by Thomas Nobel of townlands in Tirhugh, held by John Hamilton Esq., 1 June 1824. Mun/P/24/404.

72. Devon commission evidence, part II, 830-1 (616) HC 1845 XX 836-837.
73. Ibid., part II, 852 (616) HC 1845, XX, 858.
74. Ibid., part II, 891 (616) HC 1845, XX 897.
75. Ibid., part II, 912 (616) HC 1845, XX 918.
76. Ibid., part II, 922 (616) HC 1845, XX, 928.
77. Henry D. Inglis: A Journey Throughout Ireland during the Spring, Summer, and Autumn of 1834, (London 1835), 208.
78. W. S. Trench: Realities of Irish Life (2nd ed. London 1966) 73.
79. William Bennett: Narrative of a recent journey of six weeks in Ireland (London 1847) 127.
80. W. S. Trench, op. cit., 66.
81. Mun/P/23/1562 (10).
82. Mun/P/23/1564 (6).
83. Nassau W. Senior. Journals, Vol. II, 85.
84. Ibid., 85.
85. Mun/P/24/429.
86. James Johnston was obliged to borrow to pay £638 rent for Drimany in 1850, as he had received only £300 from the property, while R. J. T. Orpen claimed that in the years 1848-52 he had paid the college £1,000 more than he had received.
87. (1793-1867) Regius Professor of Civil Law in the University of Dublin, and translator of Goethe's Faust. In 1832 he married Elizabeth, daughter of W. Blacker Bennett of Castle Crea, Co. Limerick (DNB).
88. £109 of this went to one tenant R. K. Sheehy, 'the reason for giving in to the unjust and unreasonable demands of Mr Sheehy was on account of a comfortable dwelling with nice gardens and improvements which he would have laid waste by cutting down timber etc.'
89. F. S. Walker to the bursar 29 October 1850, Mun/P/23/1736 (2).
90. Prior to 1834 the lands were let to the occupying tenants at 34/- per acre . In that year they were reduced to 28/- and by 1851 the lessees claimed that after allowing the under-tenants for poor rates the land did not produce 10/- per acre.

91. F. S. Walker to the provost and fellows, 6 November 1851. Mun/P/23/1738.
92. Walker kept in his own hands a farm of 50 acres and 35 acres of hill covered with furze. Another unusual factor was that the lessees allowed the whole of the poor rates to their tenants claiming that they could not get good tenants otherwise.
93. Mun/P/22/153.
94. Mountifort Longfield in Devon commission evidence, appendix 13, 105-6 (616) HC 1845, XX.
95. Lord Clements to the earl of Leitrim 20 September 1838 (NLI MS).
96. Ibid., Lord Clements calculated that the surveyor's bill alone would be £650.
97. The only instance of the college spending money on a leased property in the latter half of the century occurs in the case of the small Farrancliffe estate in Co. Tipperary where in 1868 a sub-tenant was granted £20 towards building a house.
98. Mun/P/24/397.
99. 1845, XX, 175-182. The college was permitted by 25 George III, Cap. 62 to grant a lease for this purpose on lives renewable forever.
100. 10 Vic. Cap. 32.
101. 'The most extensive operations in reclamation including fencing, draining sub-soiling by the spade and communication roads has been undertaken by Mr St. John Thomas Blacker ... with every prospect of an ample return. He has lately added a tilery to his establishment, and has forwarded to us specimens of some of the best manufactured pipe tiles we have seen'. (16th report of the commissioners of public works, 1847-8, XXX, VII, 231.
102. Fitzgibbon commission evidence, 96 (2526) HC 1905, XX, VII.
103. BR 13 Mqrch 1895.
104. Thomas Kearney to the bursar 29 June 1855, Mun/P/23/1817 (1).
105. John Bolton Massy to the bursar 25 July 1855, Mun/P/23/1819 (1).
106. Mun/P/24/440.
107. W. J. Armstrong to the bursar 10 May 1850, Mun/P/24/421.
108. H. Rodgers to the bursar, 14 April 1898.

109. W. J. Armstrong to the bursar 10 May 1850, Mun/P/24/421.
110. Minutes of evidence taken before a select committee, HC 1825 VII, 75.
111. Mountifort Longfield admitted that many of these set their lands too high and treated the occupying tenants badly. He suggested as a remedy that the college should more frequently increase its rent so as to enable only a single middleman to interfere between it and the occupier. The college then 'having an interest in the value of the land to contribute more liberally to the improvements on it'. Longfield was presumably ignorant of the board's decision of 1788 which had given rise to this situation.
112. St. John Blacker-Douglas to the bursar 28 December 1882. Mun/P/3/347.
113. Nunn to R. S. Byrne 11 October 1842.
114. Kerry Examiner 25 August 1848.
115. Mun/P/22/166.
116. Statement of a deputation from the provost and senior fellows of Trinity College, Dublin to the Rt. Hon. W. E. Forster M.P., chief secretary for Ireland with regard to the college estates. (Privately printed).
117. Ibid.
118. When there was a possibility of the Maddens being evicted from Roslea Manor the bishop of Clogher himself visited the college to plead their cause.
119. In 1881, only £300 'paid by a few Protestants' was received; in 1882, £200 (which was refused by the college); in 1887, £732; in 1888, £300.
120. Bursar to J. McConnell 13 March 1906. Mun/V/7317.
121. Fitzgibbon commission, 146 (2526), HC 1905, XXVII.
122. Fellow 1850, bursar 1893-8, vice-provost 1899-1908.
123. Report by Toler R. Garvey, May 1900.
124. Memorandum by the vice-provost 3 March 1900. Mun/P/27/67.
125. A pamphlet published by the college in 1885 recognised that the rise was in fact less than 25% and mentioned a figure of 23.6%. ("Trinity College Dublin Perpetuity Grants" Bill. Case of Trinity College Dublin against this Bill (privately printed 1885). 8.
126. FitzGibbon commission, 63.

127. W. E. Vaughan: A study of landlord and tenant relations in Ireland between the famine and the land war 1850-78.
Unpublished Ph.D. thesis, University of Dublin (1974), 417.
128. Robert Bermingham (1847-92) only son of the Honourable and Reverend Francis Nathaniel Clements, canon of Durham. Prior to his succession he had served as an officer in the Royal Navy.
129. Lord Leitrim to the registrar, 12 May 1882, Mun/P/3/690.
130. Lord Leitrim to the board, 6 June 1882, Mun/P/3/692. It extends to ten foolscap sheets.
131. Return of payments made to landlords by the Irish Land Commission, 22 (4059) HC 1884, LXIV, 122.
132. Nunn to Berkeley W. King 5 March 1883.
133. It was supported by the vice-provost (Dr A. S. Hart) the Revd. J. A. Galbraith, the Revd. Dr Haughton, the bursar (the Revd. Dr J. W. Stubbs) and Dr J. K. Ingram, and was opposed by the provost (the Revd. J. H. Jellett) the Revd. Dr J. Carson and the Revd. T. Stack.
134. The archbishop of Dublin and the Rt. Hon. J. T. Ball, a former lord chancellor of Ireland.
135. BR 26 April 1884.
136. They actually decreed that the board had no power to reduce a future rent without the provost's consent, but that they had such a power to wipe off arrears: the board then resolved that they would remit £78.16s.1d. of arrears to Lord Leitrim on each of the two years then due. (BR 29 November 1884 and 13 December 1884)
137. Lord Leitrim to the bursar, 22 December 1884, Mun/P/3/708.
138. Ibid., 17 January 1885, Mun/P/3/709.
139. Nunn to G. M. McGusty, 8 May 1885.
140. Lord Leitrim to the bursar 12 October 1885, Mun/P/3/712.
141. Ibid., 16 May 1883, Mun/P/3/701.
142. BR 14 November 1885: a number of senior fellows including the vice-provost had changed sides since the vote of 1884; only the provost and Stack remained consistent in their opposition.
143. BR 27 February 1886.
144. Nunn wrote to Dopping on 16 October 1885, 'we will soon apply for the appointment of a receiver when I think your qualifications for the office will not place anyone in advance of you'.

145. J. H. Dopping to the bursar 26 April 1882. Mun/P/3/343.
146. Mun/P/24/482.
147. Lord Leitrim to Lord Ashbourne, 4 September 1886. Mun/P/3/714.
148. BR 16 March 1886.
149. BR 24 May 1886.
150. There was an unprecedented bank overdraft of £5,000 and in June the board had to request its continuance. BR 26 June 1886.
151. Nunn to Dopping 21 June 1886.
152. Fitzgibbon commission, 147.
153. Derry Sentinel of 28 August 1886 and Lord Leitrim to Lord Ashbourne, 4 September 1886. Mun/P/3/714.
154. Nunn to Dopping, 14 September 1886.
155. Lord Leitrim to the provost and senior fellows, 10 September 1886. Mun/P/3/720.
156. Provost Jellett to the bursar 13 September 1886. Mun/P/3/732.
157. Lord Leitrim to the bursar, 22 May 1891. Mun/P/3/727.
158. In 1883 his rental from his 54,352 acres (including the college estate) in Donegal and his 2,500 acres in Leitrim was £11,000 per annum, while at his death his personal estate, mostly in England was sworn at £130,694.
159. A. Manning to the bursar, 29 April 1893. Mun/P/3/732.
160. Michael Hammond to bursar 21 October 1881. Mun/P/3/570.
161. R. S. Palmer to Nunn, 8 September 1886. Mun/P/3/1008.
162. BR 17 October 1885.
163. Mr Sandes seems to have been extremely vague in his financial calculations - in a letter of 2 October 1885 to the bursar he only claimed to have laid out £10,500 on the estate.
164. This was presumably a reference to the Reverend J. A. Galbraith who was a home ruler.
165. St John Blacker-Douglas to the bursar, 15 December 1886. Mun/P/3/354.
166. J. G. Hewson to the bursar, 15 May 1886. Mun/P/3/595.
167. Ibid., 7 January 1886. Mun/P/3/594. His college head rent was £5,000 of his own rental of £8,200.
168. Reverend Thomas Ellis to the bursar, 1886 N.D. Mun/P/3/402.

169. 13 February 1886.
170. The Hickies apparently continued to order their affairs in an off-hand manner: the estate was sold under the land acts and later the demesne was acquired by the Land Commission. Colonel William Scott Hickie (1854-1925) was left only with Killelton House to which he had to make a new avenue from opposite Carrigafoyle Castle. After his death the servants were allowed to establish squatters' rights in the house and eventually they paid his only child, Mrs Constance Pegum (d. 1938) £500 for it. They gradually demolished the house for the building materials (Dr T. B. Kenneally, F.T.C.D. remembers being shown the library as a child) and eventually only the gun room remained and this was fitted up as a cabin for one of the Moriarity families who had been servants there. The Hickies were Roman catholics and built two successive chapels at Asdee, both of which have since been demolished and the Hickie memorial tablets thrown out into the graveyard.
171. W. C. Hickie to the bursar, 4 November 1882, Mun/P/3/600.
172. Kerry Sentinel, 4 December 1885.
173. BR 3 December 1887 and Mun/V/28/11.
174. G. R. Browne to the board, 2 October 1882. Mun/P/3/62.
175. T. W. Sandes to the bursar, 28 October 1899. In that year Sandes' gross rental was £3,147, reduced by abatements to £2,538 and the head rent was £1,688.
176. T. W. Sandes to the bursar, 28 April 1899.
177. Report of board committee, 29 September 1879. Mun/P/23/1796 (1).
178. Rental of the executors of J. H. Cantillon. Mun/P/23/1802 (2).
179. Mun/P/3/448.
180. P. Fitzgerald to the bursar, 11 February 1884. Mun/P/3/453.
181. By this time the head rent was taken as £2,857 after allowance for the voluntary abatement of £79 and income tax of £138.
182. Blacker-Douglas rentals 1899-1914 in the Public Record Office, Dublin.
183. Ibid.
184. Fitzgibbon commission, Appendix, 96.
185. Ibid.

186. Earl of Milltown, Cowper commission evidence, 172 (4969-1) HC 1887, XXVI, 204.
187. Their case was heavily supported by an act of 1901, which provided for the reduction of tithe rent charges in proportion to reductions in rents by the land courts.
188. In 1885, for example, half a year's rent was forgiven on all estates (Mun/V/78/10).

Richard Salween owned a very considerable fortune which he bequeathed to the college on his death in 1758 at the age of nearly 60. The lands produced an annual income of ir. 11,536 per annum and within the lands granted by the crown, these lay, for the most part, in the eastern half of the country and amounted to c. 10,000 acres, made up as follows:-

The Salween Estate 1800

<u>Name of property</u>	<u>County</u>	<u>Average Rent</u>	<u>Term</u>
Sallycarrigoun	Wicklow	500	Perpetuity under 1857 act.
Sallycarrigoun	Wicklow	1,500	Lives, 100 years fee farm grant
Sallycarrigoun	Wicklow	1,530	21-year lease
Sallyskiff	Kildare	600	Lives
Sallymurnon	Kildare	142	Lives
Sallybrook	Kildare	200	Lives
Cockshyran	Kildare	100	Perpetuity
Drumra	Kildare	100	Fee farm grant
Millin	Kildare	1,700	Lives and fee farm grant
Thomastown	Kildare	100	Lives
Great Foffera	Wex	200	Lives
Clonsilla	King's County	200	200 years

CHAPTER 6

The Baldwin Lands

During his long tenure of the provostship, from 1717 to 1758, Richard Baldwin amassed a very considerable fortune most of which he bequeathed to the college on his death in 1758 at the age of ninety-two.¹ The lands produced an annual income of Ir. £1,636 per annum and unlike the lands granted by the crown, these lay, for the most part, in the eastern half of the country and amounted to c. 10,500 acres, made up as follows:-

The Baldwin Estate 1860

<u>Name of property</u>	<u>County</u>	<u>Acreage SM</u>	<u>Tenure</u>
Ballycarrigeen	Wicklow	632	Perpetuity under 1851 act
Ballycarrigeen	Wicklow	1,504	Lives, 999 years fee farm grant
Ballycarrigeen	Wicklow	1,353	21-year leases
Ballinakill	Kildare	881	Lives
Ballyshannon	Kildare	142	Lives
Ballybrack	Kildare	308	Lives
Cooleighran	Kildare	33	Perpetuity
Drummin	Kildare	172	Fee farm grant
Killina	Kildare	1,159	Lives and fee farm grant
Thomastown	Kildare	397	Lives
Great Freffans	Meath	346	Lives
Clareen	King's County	345	999 years

<u>Name of property</u>	<u>County</u>	<u>Acreage SM</u>	<u>Tenure</u>
Tubrid	King's County	327	Lives
Corolanty	King's County	391	Lives
Kilfrancis	King's County	628	Lives
Rathcahill	King's County	186	Lives
Gurtagreen	King's County	35	Lives
Pigeon Park	King's County	32	Lives
Fiera	King's County	327	Lives
Ballysallagh	Down	256	Lives
Dillin	Down	196	Lives
Spittle Ballee	Down	223	Fee farm grant
Ballinagross	Down	333	Lives
Slievenagriddle	Down	266	21-year leases

They varied in size from a thirty-two acre holding in the King's County to an estate of 3,489 acres in Co. Wicklow. They also varied both in quality of soil and in prosperity of occupier. The best land was in Co. Down - the majority of it was valued by Collis at 15/- to 20/- per acre,² then Kildare with an average valuation for its farming land of between 10/- and 15/1, but this was counter-balanced by the presence of no less than 1,235 acres of bog on the college properties in this county as against 1,854 arable acres.³ The Ballycarrigeen estate in Co. Wicklow was divided quite sharply between rich farming lands in the valleys and land of lesser quality on the hill slopes. In Co. Down, a majority of the holdings in the early part of the century were of one acre or less,⁴ a feature which was repeated in Co. Kildare⁵ and in King's County,⁶ while the Co. Wicklow lands were slightly better with only 59 out of 153 farms being one acre or less.⁷

These properties seem to have been acquired by Provost Baldwin according to no fixed principle other than their investment potential. In contrast to the lands granted by the crown, many of these lands were leased for lives renewable for ever and by the beginning of the nineteenth century the college's connection with them had been reduced to that of the owner of a rent-charge; the management and most of the profits of the lands having passed into other hands without any hope of regaining possession. Thus, the Kildare lands amounted to 3,089 acres were, with the exception of thirty-three acres, outside the control of the college with a fixed rental of only £324. The King's County lands extending to 3,886 acres were mostly arable and were all let on lives perpetually renewable,⁸ returning an annual income of only £431.⁹

The remaining lands were all concentrated in the counties of Down and Wicklow.¹⁰ Perpetual tenures were also frequent here, but there were some properties held by the normal college tenure of a twenty-one year lease. It was these properties which naturally received most attention from the college and they provided the only examples of direct occupying tenants of the college prior to 1850. This is the main reason why the Baldwin estate is treated separately. But the occupying tenants had other distinctive characteristics too: many holdings were substantial ones in nineteenth century terms and there was a significant number of punctual-paying protestants among the tenants, who unlike their western counter-parts, were slow to make use of the land courts. The portions of the estate leased in perpetuity were relatively small areas, often intermingled with the direct tenancies and hence are more appropriately dealt with here than alongside the very large blocks

of land derived from the crown and subsequently leased in perpetuity under the 1851 act.

The Dillin estate which lay close to Downpatrick had been acquired by Provost Baldwin from Margaret and Robert Nevin in 1752. It comprised 1,269 acres and at the time of the provost's purchase the gross profit rent was £374 per annum¹¹ But prior to his purchase, some 903 acres had been leased on lives renewable for ever.¹² There were formally only fourteen holdings, but five of these were held by joint-tenants which would suggest de facto fragmentation. During his brief tenure of the property, Provost Baldwin leased a further 103 acres on perpetually renewable lives, leaving only 263 acres on terminable leases. At the time of his death, these latter lands in the townlands of Slievenagriddle and Dillin were held by three sets of partners who appeared to have been of the class of occupying farmers. The college followed its usual tendency to create a middle interest between itself and occupying tenants. George Hamilton of Tyrella was, in 1785, receiver of college rents on this estate.¹³ In 1793, a twenty-one year lease of the Slievenagriddle lands was made to him and the middle interest thus created duly continued until 1874 - the rent remaining unchanged throughout - at only £92 per annum. The last renewal to a member of the Hamilton family was to the Rev. George Hamilton in 1814, and by the time of the next renewal in 1828, the interest in the lease had passed to James and Charles Rooney and John and William Polly.

A local agent in the person of Vere Ward of Strangford, was appointed receiver in 1796¹⁴ and in 1821 he was succeeded by Andrew Newton of Coagh, Co. Tyrone. Their duties were confined to the forwarding of rents and since these were regularly furnished

and arrears and expenses were minimal, little correspondence survives to illuminate the management of this estate prior to 1874. The only surviving rentals are for 1842, 1843 and 1849 by which time Alexander and John Miller of Downpatrick were the receivers. The gross rental (£344) was virtually unchanged since Provost Baldwin's time almost 100 years previously, while the amount remitted annually to the college ranged between £223 and £261, the largest charge on the estate revenues being a head rent of £50, payable to Lord de Clifford. In 1849, a year when arrears might have been expected to have been significant, they were in fact only £5.

The Baldwin estate of Ballycarrigeen was in the barony of upper Talbotstown near Baltinglass, Co. Wicklow. The normal college reaction to an estate of its size would have been to lease it to a single middleman of the landlord class and have as little as possible to do with it thereafter. But it was already leased in farms of varying size - some being for lives perpetually renewable. A rental prepared in 1732 for the sale of "Mr Hoey's part of Castleruddery"¹⁵ to Provost Baldwin, gives a clear picture of the property at the very beginning of its connection with the college. There were fourteen tenants of holdings ranging in size from thirty-one to 226 acres. Most had thirty-one year leases. By 1796, the number of holdings had risen to eighteen, but of these, Alderman Greene held six. The Greene connection with the estate can be traced to a deed of 1756,¹⁶ in which Provost Baldwin assigned to Alderman Greene, a Dublin brewer, a judgment which he had obtained in the sum of £204.3.4. against James, Thomas and John Dooling, farmers, all of Downings. Sometime during the latter half of the century Alderman Greene abandoned his brewing interests in Dublin and set up as a country gentleman at Kilranelagh House, living in a fine house

on a 200-acre demesne geographically in the centre of the college estate, but never part of it. His object in leasing college land was not to farm it on his own account - as all the other tenants seemed to have done in respect of at least the major part of their holdings - but to surround his demesne with a body of tenantry and thus complete the transformation from Dublin brewer to rural landlord.¹⁷ Some of the more substantial tenants seem to have been protestants.¹⁸ From the beginning there was friction between them and Alderman Greene. Not long after Provost Baldwin's death, James Jackson of Spinans forwarded an extensive complaint to the college about an attempt by Alderman Greene to reserve the bog of Downings for his own use and to exclude the other tenants whose leases included leave to cut turf on the bog. It was claimed that the alderman 'in a high wat' had told Jackson to look elsewhere for his fuel supplies.¹⁹ Under the alderman's grandson, the Rev. Thomas Francis Greene (d. 1865) relations were quite different. Although resident at Kilranelagh House, he was for more than thirty years the officiating minister of Donoughmore parish and in this squarson-like rôle seems to have been a well-liked and agreeable figure in the local community.

By 1808 there were twenty-one holdings and this number remained almost constant for the remainder of the century.²⁰ But this concealed a fair amount of de facto division.²¹ In 1853, there were two holdings held for 999 years from 1770, and one for a similar period from 1782, which together comprised the townland of Ballinroan, while there were five leases for lives subsequently converted into fee farm grants. The remaining sixteen holdings were on the normal college lease of twenty-one years. The largest holding (a mountain one) was of 392 acres.²² Several holdings on the

estate were over 100 acres, with a significant proportion of large farmers holding direct from the college. In contrast to other college estates, on only six of these holdings were perpetuities claimed under the 1851 act. The explanation would seem to lie in the character of the tenants who saw no reason to shoulder even a modest increase in rent in order to obtain a theoretically more secure title than that of their neighbours. In addition to the de facto division of holdings which has been noted, there was also a class of sub-tenants with whom the college was not in direct contact and who therefore made only intermittent appearances in the estate records. The dispute about access to the bog of Downings which took place during the early years of the college's ownership²³ made it clear that under-tenants were always an accepted feature of the estate.²⁴ In 1852, the agent when advising the bursar against accepting the proposal of an under-tenant for a vacant farm, remarked, "the under-tenants are not the people I would wish to give the power of undermining Trinity College. I believe you will agree with me that we have had enough of them on a late occasion". He added, "I have a great objection to having the lands on any property - but especially the college - cut up into insignificant holdings". The farm in question was about 100 acres. In respect of the Doody's holding which he had taken over in 1849, the agent referred to 'the wretched cabins' then on the land.

The Griffith survey for this area²⁵ discloses the extent of sub-letting on the property after the famine. The most prominent middleman was, predictably, the Rev. Thomas Francis Greene of Kilranelagh House. He had sub-let 157 acres in Ballinroan upper to five sub-tenants. In Ballinroan townland, he had sub-let sixty-one acres to the same tenants. In Ballycarrigeen townland he had three

sub-tenants renting 129 acres. On Colvinstown Lower, two sub-tenants rented ninety-one acres. One of these tenants rented a further nine acres on Colvinstown Upper. In Kilranelagh, forty acres were rented by three sub-tenants. In Spinans East, 163 acres were rented by three sub-tenants, while in Spinans West, Mr Greene had three sub-tenants renting seventy-five acres. Apart from houses and gardens for farm labourers in most of the larger holdings, the only other cases of sub-letting were (i) E. A. Dennis, the agent of the estate, who sub-let sixty acres on Spinans Hill to Margaret Grady, (ii) Thomas Plant sub-let a house and twenty acres to George Sparkes, (iii) C. J. Case who sub-let sixteen acres and a share in sixty-five acres of mountain to George Hawkins.

The financial history of the estate is one of a steady, if unspectacular, increase in receipts throughout the nineteenth century. In 1732 the rental of the property was Ir. £449 and in 1801 it appears to have stood at Ir. £455.²⁶ There was no uniform rent rise during the Napoleonic wars or during the immediate post-war period although individual rents were increased on a change of tenancy.²⁷ By 1825 the rental had crept up to c. Ir. £570. But actual receipts were substantial and the large excess for 1814 and 1818 must have enabled much arrears to be paid off as the following demonstrates:

Receipts from Tenants

1801	-	Ir. £327. 2. 5½
1808	-	Ir. £438. 3. 7½
1811	-	Ir. £548.18. 9
1814	-	Ir. £750.12. 4
1816	-	Ir. £397.11. 6
1817	-	Ir. £382. 0.11½
1818	-	Ir. £760. 2. 8½
1819	-	Ir. £574.11. 3
1825	-	Ir. £471. 4. 1½
<hr/>		
1830	-	£413.10. 0

When tenancies changed hands, small increases in rent were made and this brought the rental to £622 in 1850. Most of the tenants seem to have paid their rents, even if in some years no payment or only a payment on account was received. Serious insolvency usually led to a change of tenant without the intervention of the college.²⁸ But the college had to wipe out the arrears in the case of Thomas Hawkins 'son of Roger' who in 1831 was replaced by James Plant in his fifty-nine acre holding in Colvinstown. The worst case on the estate was that of the Doodys of Eadestown. They made no payment in 1832 and they then owed five years. Eventually, the farm was taken over in 1849 by Edward Albert Dennis, subsequently agent of the estate, who paid up six years of Doody's arrears. The rent of £15.16.10 for the sixty-eight acre holding appears to have been virtually unchanged from the beginning of the century. This is a good example of where the college was over-indulgent and lost thereby. A more realistic landlord would have perceived long before 1849 that the Doodys were a hopeless case.

The average rent here in 1840 of 4/10 an acre may be compared with the 12/6 an acre which the Downshire tenants were paying in Down, King's County and Wicklow.²⁹ Arrears which stood at just over £1,000 in 1850 had been reduced to £722 by 1854 and £652 in 1857, while the actual rental had risen slightly from £662 to £706 between 1850 and 1857. In the latter year, £746 was actually received from the tenants so that a gradual extinction of the arrears could be expected. By 1876 arrears were showing signs of rising: £504 at 29 September 1875 had risen to £585 by the following September, although the actual rental had now increased to £830. But this was really a highly satisfactory state of affairs when compared with most other estates in the south of Ireland.

The movement of rent and arrears during the period 1880-1895 was as follows:

Year	Rental	Actually Received	Arrears	Arrears struck off by order of Board
			as % of rental	
1880	817. 2. 1	672.13.10	108	
1881	817. 2. 1	773. 2. 9	113	
1882	808. 2. 1 ³⁰	658.10. 8	133	
1883	808. 2. 1	695. 2. 3	147	
1884	808. 2. 1	1083. 9. 7	112	
1885	808. 2. 1	694.15. 0	126	
1886	808. 2. 1	669. 5.10	143	
1887	791.12. 1*	639.10. 9	160	£44 on holdings 2 and 17
1888	791.12. 1	712.17. 7	170	

Year	Rental	Actually Received	Arrears	Arrears struck off by order of Board
			as % of rental	
1889	786.12.11	843.18. 3½	161	
1890	784. 2. 1	849.14. 4½	142	£88.13.9 on holding No. 18 James Jackson
1891	+389.16. 0½	+378. 6. 1½	117	£127.10 on No. 1; £63.7 on No. 3; £2.0 on No. 17; £12.10 on No. 18
1892	776.12. 0	660.17. 9	120	£1. 1.0 on No. 3; £4.10.0 on No.16; £84.0.0 on No.26.
1893	776.12. 0	769.16. 0	121	
1894	776.12. 0	874.18. 9	108	
1895	776.12. 0	834. 4. 2	101	

* Holding No. 2 reduced by Board from £55 per annum to £41.10.0. Holding No. 17 reduced by Board from £2 per annum.

+ For Half Year to 25 March.

** In the cases of the only two holdings from which no rent at all was received (Nos. 4 at £33 and 16 at £34) the explanations were 'Awaiting decision of Land Court' and 'tenant dangerously ill' respectively.

The table presents the spectacle, unusual for the 1880s, of an estate in which arrears seldom exceeded a year and a half's rental and in not one of the crucial years 1880-86 did the arrears even reach this amount. By 1895 arrears had been reduced almost to a year's rental. Only one tenant chose to make use of the land courts during this period and prompt payment of rent was, of course, accounted for by the fact that the estate was heavily under-rented -

the poor law valuation was £2,206.19.6, and by the end of the century, a rental of even £800 from such a property was little more than a nominal one.

How much of the estate income was actually remitted to the bursar and what proportion was retained to cover local taxation and improvements and expenses on the estate? At the beginning of the century the only regular deductions appear to have been in respect of quit rents - this could vary from £10 to £130 - and driver's expenses. In 1801, £1.12.6 was paid - 'drivers fees' to John Waters and 5/5 to William and Thomas Hawkins. All were tenants of the college and in the absence of a regular agent, and expenditure of this level to collect a rental of £455 was very modest indeed³¹ for it is assumed that the term 'driver' as used here may include the duties of a bailiff as well as the driving of cattle to the pound.

In 1804, deductions from the income received totalled £213. These included an allowance to Richard Jackson of £12 for a house (half a year's rent) and £25 (against half a year's rent) to Joseph Jackson for a house of stone, and one of £6 to William and Thomas Hawkins for a similar house. Drivers' fees had risen to £18.7.9.³² Drivers' fees seem to have been discontinued after 1806³³ and possibly due to their absence, receipts for the whole Baldwin estate plummeted in 1807 from £2,636.4.10 to £1,405.5.1. No further deductions from the gross rental occur prior to 1850 in respect of either collection or improvements: expenses of collection may be concealed in reduced rents for certain holdings but no evidence survives. Not until 1850 after E. A. Dennis' appointment as agent was any further money spent on the estate.³⁴ It should, however, be noted that as early as 1810 the college was concerned to provide the

tenants with access to a lime quarry - on 22 December of that year, Daniel Doody entered into a bond with the bursar that he and his lessee would permit the neighbouring college tenants to quarry lime on their lands in Eadestown.³⁵

Early in 1849 before his appointment as agent, Dennis asked the bursar what would be allowed him for 'fencing, draining, liming, sub-soiling, clearing of rocks, as well as for farm buildings' if he were to take over the Doody's holding and pay up the six years' arrears outstanding.³⁶ The bursar replied that it was usual for the board to give one-third of the money expended on permanent improvements, but he asked for some idea of how much would be involved. Dennis took the farm but seems to have come to no definite arrangement with the college about an allowance, since in 1855 he returned to the attack. He pointed out that he had had a promise of a liberal allowance before becoming agent. Since then he maintained that he had spent more than the price of the fee simply in improvements, which had also set a useful example to the other tenants.³⁷ Once more, the bursar asked for a definite estimate and there the matter seems to have rested. In 1854 John Jackson announced in a letter to the board that he proposed to build a barn, stable, cowhouse, dairy and car house at a total cost of £267.³⁸ His letter was endorsed by the board 'the board will act on Mr Kearney's³⁹ general advice in all such cases, viz., to add 8% on the grant to the rent of the holding' - on being told this Jackson did not press the matter.⁴⁰

In 1860 the first allowance for drainage occurred.⁴¹ There is then a gap in the rentals until 1876. In that year £749.1.11 was received from tenants and £667.7.0 was remitted to the bursar. The discrepancy (£81.14.11) was more than accounted for as follows:

Poor rate allowed tenants	£55. 9. 9
Income tax allowed tenants	£ 5.18. 4
County cess allowed Patrick Reilly	£ 2. 1. 4½
Stamps and postage of agent allowance to tenants	£ 6. 0. 0
Agents fees at 3%	£22. 9. 5

Hitherto, as can be seen, the proportion of the rental spent on the estate was virtually nil, although the extent to which it was under-rented must be born in mind. There now began a time of slightly more active involvement in the improvement both of land and buildings.

The use to which the £6 allowance to tenants was put seems to have varied from year to year. In 1877 it was used as a subscription (the poor-rate payers also subscribed) to support paupers out of the Poor House and out of the division of Eadestown. As the agent explained, this example of self-help had the effect of reducing the poor rate from 2/8d in the pound to 1/-. In the following year, the £6 allowance was given to Thomas Hawkins for building a dairy 'etc.'. In 1880 the £6 went to Patrick Reilly for timber and slates, and in 1881 it went to Henry Wilson for 'repairs of buildings'. A case in which the board advanced money for building is that of Thomas Hawkins of Colvinstown.⁴² In 1888 the board granted £10 to John Plant of Colvinstown to rebuild his farm house. The first instance of an ad misericordian allowance was in 1886, when the bursar granted £5 to George Plant on account of his losses of cattle and sheep - two years later he was one of the few tenants to go into the land court. In 1889 the board voted £15 for repairs of Jacksons' holding in Spinans; the £6 regular allowance going to

another tenant for a similar purpose. During the remainder of the century, college investment in the estate did not exceed £6 per annum and entirely ceased after 1900.⁴³

This Ballycarrigeen estate, set in the foothills of the Wicklow mountains within easy reach of the market town of Baltinglass, presents a picture of substantial agricultural holdings. Taking sub-tenants into account, the average size of holding per townland was as follows:

	Number of occupiers of more than one acre	Average acreage (SM) per holding
Spinans East	4	44.5
Spinans Hill	2	65
Spinans Middle	2	96.5
Spinans West	3	25
Ballinroan	6	29.5
Ballinroan Upper	6	34.6
Ballycarrigeen	6	49
Cloughnegan	1	142
Colvinstown Lower	7	25.4
Colvinstown Upper	15	34
Downings	2	63.5
Keadeen	1	361
Brussellstown	1	148

But the usefulness of such a tabulation is diminished for this estate by two factors peculiar to it; (i) much of the land on the upper slopes was suitable only for grazing,⁴⁴ (ii) due to the small size of the townlands some people held land in two townlands.⁴⁵

The college did not involve itself with the Co. Down lands until/expiry of Mrs Isabella Roney's middle interest on 1 November 1874. The twenty-six tenant farmers then in occupation of the lands, were accepted as direct tenants of the college. Mrs Roney's agent, R. H. Wallace, a Downpatrick solicitor, who also had an estate of his own, was continued as agent.⁴⁶ By the extinction of the middle interest the college doubled its income from the property.⁴⁷ There were no arrears - the full amount of the rental being actually received in 1875.⁴⁸ The college law agent, J. H. Nunn, was sent to inspect in May 1875, and in his report⁴⁹ to the college he remarked on the 'light shingly soil with a good deal of rock and furze' and drew attention to two undesirable features of the property: many of the tenants were non-resident having farms on adjoining estates, where they resided, while they had sub-let their dwellings on their college farms to others; some of whom paid no rent to anyone. Nunn advised that an ejectment should now be brought to get rid of these landless cottiers and, if necessary, some small monetary compensation should be advanced to persuade them to depart peacefully. Nunn pointed out that, ideally, the holdings of non-residents should be added to those of the resident farms, but he recognised that 'this can only be effected safely by judicious management'⁵⁰ and in fact nothing further was ever done about it. But the college did take up possession of four houses from squatters and relet them under caretakers' agreements.

Rents were paid in full until 1879 when two tenants paid no rent and one paid only a half year. The largest of these tenants, William Hughes, whose rent was £19.10.0 was evicted as soon as he owed two years' rent, a procedure which at first sight contrasts

with the approach adopted by the college elsewhere. But, in fact, the initiative in this case lay not with the college, but with a mortgagee, J. M. Roney.⁵¹ It is interesting to note the manner in which his interests were pressed on the college by the agent who pointed out that, if the farm was let at a fair occupying rent, Roney would lose all hope of recovering his money and he suggested that Hughes should be allowed to redeem so that Roney could oblige him to sell 'according to the custom of the townland'.⁵² In the event, Roney was accepted as tenant vice Hughes at the same rent.

Largely due to the Hughes case, arrears stood at £66 (i.e. 30% of the rental) at November 1880, but by April 1882 they had been reduced to £24.⁵³ This presents an interesting contrast to the other college estates. The land in Slievnagriddle was as poor and many of the holdings were as small as on many southern estates from which payments had to be coaxed by means of substantial abatements in allowance. Possibly the fact that some of the Down tenants were protestants may have had something to do with this; as well as their distance from the centres of agrarian agitation.⁵⁴

The college was, however, just as ready to listen to cases of genuine hardship here as elsewhere: in 1881, £4 was allowed to the bursar to William Wallace, one of the smaller farmers, on account of his illness. In the following year, the agent recounted the sad sequel: 'Before I could tell him, he died and his sons paid up the arrears ... the family are badly off ... and deserving of some consideration after the exertion they made'.⁵⁵

Nonetheless, even here, tenants began to look for reductions in the wake of the passing of the 1881 land act. In February 1883 one of the tenants called on the agent, looking for a reduction, indicating that if he did not get it, he would apply to the land court. The agent advised that it would be prudent to have a valuation done of the whole property and reported 'from the course matters are taking, it is quite evident that no tenant will go into the land court save in a very exceptional case, that will not get a reduction and the only question then remaining is the quantum'.⁵⁶

In the event a re-evaluation of the estate was commissioned from George McCutcheon 'a thorough practical farmer'⁵⁷ and the bursar himself came to inspect the property in the spring of 1883.⁵⁸ McCutcheon's valuation came to £163 which represented a reduction of only 13.7% on an existing rental of £189.⁵⁹ Agreements were signed on the basis of this valuation by only seven tenants, although some others were precluded from reaching any decision by failure to obtain grants of probate and by family disputes about the succession to holdings. But the only rent so far fixed by the sub-commissioners had been at a mere 6.6% reduction. One explanation was that the property was already low-rented: in the case just mentioned, the government valuation was £30.5.0; the old rent £30 with the judicial rent being set at £28. Some other tenants also had rents below the government valuation, and the agent proposed to reduce the remainder to that valuation if it would induce them to sign judicial agreements. This contrasts with the attitude of landlords and agents over much of the rest of Ireland who strenuously opposed such a demand. One reason may be that the Griffith valuation was closer to the real letting value in the northern counties than elsewhere in Ireland.

By 1887 it was apparent that those who had signed judicial agreements on the basis of McCutcheon's valuation had made a bad bargain. The agent reported that there was 'no question at all, but that tenants going now into court will be dealt with more liberally than they have been in the past'.⁶⁰ Reductions in the neighbourhood of Downpatrick ranged from 50% down to 30% and he knew of none under 20%. He consequently advised settlements out of court when possible and asked to be allowed to deal with individual cases as he thought best, sensibly pointing out 'correspondence would otherwise be endless', and adding, 'I am usually able to settle with my own tenants and those of other estates on which I receive rents without litigation'.⁶¹ Surprisingly, in view of their readiness to immerse themselves in the affairs of small tenants elsewhere, the provost and senior fellows agreed to give Wallace the complete discretion for which he asked.⁶² The agent managed to get three agreements signed at the beginning of 1887 on the basis of McCutcheon's valuation. Between then and 1892, the fixing of further judicial rents made possible by the land act only reduced the rental by c. £5 in 1887 and £6 in 1888. Arrears continued to be virtually non-existent until the general agricultural depression of the 1890s - in 1893 in response to a memorial from the tenants, the board agreed to make such allowances to them 'as the present depressed state of agricultural prices may warrant'.⁶³ Abatements of either 10% or 20% were,⁶⁴ accordingly, granted which ensured the settlement of a year's rent, but an arrear of £97 (50% of the rental) remained premanently outstanding.⁶⁵ Second term reductions in 1902 reduced the rental itself by 19.5% of its 1892 level but (the arrear of 1893 apart) this reduced rental continued to be paid up in full which forms a

startling contrast to most other college estates. This is the more remarkable since the college contributed nothing towards improvements of any kind.

On the other Baldwin lands, the middlemen's contact with the college, apart from the payment of their rents, was intermittent and contained little reference to actual conditions on the various properties. As time went on, the middle-interests came into possession of persons whose connection with the lands was more remote even than that of the college: the joint middlemen of Tubrid (327 acres) in the King's County were the Reverend J. W. H. Shepherd, who resided in Doncaster, and a certain F. Hastings Toone, who usually addressed his letters to the bursar from Rome.

The value of the middlemen's interest was by now so substantial that there was little chance of them being allowed to determine through non-payment of rent. The exceptional case was Killinagh (144 I PM) in Co. Kildare where a large arrear built up and, had the college moved faster, it might have succeeded in evicting the middle interest. In this case, the middleman was a baker in Chapelizod named William Walker. In April 1884 he owed £155, more than three year's rent, and was threatened with a writ, but not until two years later did the college move to take possession, and appointed a local agent to deal with the sub-tenants.⁶⁶ The ejection was not carried out until the autumn (£230 was now due) and the tenant then had six months in which to redeem. The law agent remarked, 'I will be surprised if the property be not redeemed, if not by Walker or his creditors, by the under-tenants having good interests'.⁶⁷ His prediction proved correct and the rent and costs were paid up in March 1887.⁶⁸ Walker continued to be an unreliable tenant: in July

1888 he owed two and a half year's rent and was again being threatened with an ejection.⁶⁹

The college would of course have received a very much more substantial return from these lands, but for the unfortunate circumstances that so much of the property was on perpetual leases. But the leasehold policy did at least ensure that the college was protected from a sudden fall in income during the period of the famine and during the agricultural depression after 1879. At the time of Provost Baldwin's death, the annual income was Ir. £1,636; in the period 1780-1820 average net receipts remained at Ir. £1,633; and then remained virtually unchanged at c. £1,556 right through the period of the famine until 1870, when over the next ten years, the average net income was £1,675. In the decade 1880-90, the net average receipt rose to £1,777. This rather surprising circumstance may be attributable to the fact that neither Co. Down nor Co. Wicklow were 'disturbed' and the college properties in those counties had significant numbers of protestant tenants who could be relied on to make every effort to pay up their rents in full.

But there were other factors which tended throughout the period to place the Baldwin lands on a different footing to the college estates in general. Leaving aside the lands on perpetually renewable leases, the college was on these Baldwin lands brought into contact with substantial occupying farmers who were very far from destitution and who indeed tended to have a few cottier sub-tenants of their own. These tenants excited no criticism as middlemen - even though, for example, the Greenes were in fact acting as such. They were placed

well away from the centres of land league influence, their relations with the college were uniformly harmonious and the college was content to leave them undisturbed on heavily under-rented farms, which allowed them to make their own improvements.

In these circumstances, the college's favourite policy of *laissez faire* was probably justified: unfortunately it attempted to act in the same way towards properties whose problems were such as to require both investment on a large scale and management of a very positive kind.

FOOTNOTES TO CHAPTER 6

1. In addition to the landed property, he bequeathed Ir. £24,000 out of a fortune of Ir. £35,000 to the college - since he was of humble origin, it is a striking illustration of the lucrative nature of the office of provost at that time.
2. Mun/V/79/6.
3. Mun/V/79/12.
4. 81 out of 133. (Mun/V/79/12).
5. 71 out of 112. (Mun/V/79/12).
6. 115 out of 223. (Mun/V/79/6).
7. Mun/V/79/14.
8. Except for Clareen (345 acres), let on a ninety-nine year lease.
9. These figures do not include the small fines payable for insertion of new lives in the lease.
10. The only exception being the 345 acres farm at Great Freffans in Co. Meath, leased forever at a rent of £74 per annum.
11. Mun/P/29/246.
12. For example, Charles Johnston paid £1,000 for a fee farm grant at £50 per annum of 220 acres holding of Spittle-Ballee.
13. George Hamilton to the Rev. Dr Kearney. Mun/P/29/254.
14. He furnished a bond for £1,000 as security. Mun/P/29/255.
15. Mun/P/29/27.
16. Mun/P/29/28.
17. The Doolings (or Doodys as it was more usually written) held 167 IPM acres and their holding would seem to approximate to a fee farm grant of 221 statute acres held by the Greenses in Downings throughout the nineteenth century. The Doodys continued, as we shall see, to be tenants of the college, but for a much smaller holding on the townland of Eadestown. The rental of £1,732 is defective in only showing 226 IPM acres in Ballinroan, then apparently in the possession of the uncles of John Waters of Colvinstown. The Greenses obtained 312 statute acres of Ballinroan on a 999-year lease in 1770 and a further 144 statute acres for a like term in 1782 (Whately Commission Report). The Waters at this time had four holdings - by 1853 they were reduced to 251 statute acres in Eadestown and Spinans. There were only nine other surnames represented (Morris, Jackson, Wilson, Redmond, Hawkins, Alcock, Austin, Cooper and Waters).

18. In 1843 there were 125 protestants and 724 Roman catholics on the property (Collis' survey, Mun/V/79/14).
19. Mun/P/29/33.
20. There were twenty-three holdings in 1900 and at no time did the number rise above twenty-five.
21. Plant appears with Morris for the first time in 1822 in which year he is shown as having paid a year's rent (£15,160) and that Morris made no payment - the entire rent was apparently £26.7.6. In 1830 this entry reverted to "Morris and partners" with Plant making the only payment - now £20.10.0. By 1853 they had become separate holdings.
22. Keadeen.
23. Mun/P/29/33.
24. In 1852, James Jackson offered a rent of £45 for the farm formerly held by the late Stephen Morris and "now in the possession of myself and others".
25. Richard Griffith: General Valuation of Ireland according to 15 and 16 Vic. cap. 63 (1854).
26. Only actual receipts are specifically recorded prior to 1856. Mun/V/58/1.
27. E.g. the rent of Thomas and Susan Morris' holding in Cloghnegan was Ir. £30 in 1819; it had been increased to Ir. £37.10.0 by the following year and the entry is endorsed 'now Henry Wilson'.
28. Thus William Jackson of Castlequarter was succeeded in 1831 in his 100 acre farm by Mrs Charlotte Lawrence who paid a lump sum of £143 to the college to cover two years rent (c. £23) and the rest presumably to cover Jackson's arrears - he had made only one payment in the previous four years.
29. W. A. Maguire, The Downshire Estates in Ireland 1801-45, 63.
30. Reduction of rent of Castlequarter No. 4 from £42 to £33.
31. In the following year, drivers' fees of 16/3 appear in respect of J. Waters and Francis William Green; 8/1½ to William and Thomas Hawkins; 10/10 to Thomas and William Cullen and 16/3 to William Jackson. Again all were tenants. In the case of the payment to Francis William Green, it was presumably a book transaction.
32. But deductions in the following year only totalled £30 due to the extreme irregularity with which quit rents seem to have been paid.

33. There were two small payments to drivers in 1808 - 10/10 to William and Thomas Hawkins and 7/7 to Thomas and William Cullen.
34. Allowances for lime appeared regularly during the 1850s, but on a limited scale - Nicholas Morris got £4 annually and James Plant £5 rising in 1854 to £15. The only other tenants to get similar allowances were Thomas Plant and C. J. Case who each received £5 in particular years. The total in any year never exceeded £20. The lime allowance was continued to Morris and Plant as £14 per annum until 1860.
35. Mun/P/29/35.
36. Mun/P/29/46b.
37. Mun/P/29/78.
38. Mun/P/29/74.
39. Thomas Kearney of Sunville, Pallasgrean, Co. Limerick was agent for several college properties in that county.
40. We know that the barn, stables and car house were eventually built but presumably from Jackson's own resources.
41. £20 to Cunningham.
42. The rental for 1882 notes that £1 of his £22 rent represents interest on the money lent.
43. Apart from a gift of £3 to William Hawkins of Colvinstown whose roofs had been badly damaged by a storm in February 1904. (A. Aylmer to Board, 30 May 1904. Mun/P/29/88.
44. E.g., the large single holding covering the townland of Keadeen in effect consists of Keadeen mountain.
45. E.g., C. J. Case, George Hawkins and Thomas Hawkins held land in both Colvinstown Lower and Colvinstown Upper.
46. He was soon succeeded or joined by William N. Wallace, solicitor.
47. In the year ended 1 November 1875, the occupiers' rent was £219 cf. a previous head rent of £108, which represented the eighteenth century rent of £92 with the addition of the tithe rent charge.
48. Mun/P/29/292.
49. Mun/P/29/272.
50. Ibid.

51. From the spelling of his name, it is likely that he was related to the former middleman, while other Roneys were to be found among the more substantial farmers. Earlier in the nineteenth century, this family had changed the spelling of its name from 'Rooney' which continued to be borne by several tenants on the estate. An indication of J. M. Roney's standing is provided by the fact that the agent regularly refers to him in correspondence as 'Mr Roney'.
52. William N. Wallace to J. H. Nunn, 17 March 1881. Mun/P/3/1192.
53. W. N. Wallace to the bursar, 13 April 1882. Mun/P/3/1193.
54. In 1843 there were nineteen protestants and 121 Roman catholics on this portion of the Down estate (Collis' survey Mun/V/79/6).
55. Ibid.
56. W. N. Wallace to the bursar, 1 February 1883. Mun/P/3/1194.
57. W. N. Wallace to the bursar, 5 February 1883. Mun/P/3/1195.
58. Ibid.
59. Excluding the holding which had already been the subject of the sub-commissioners' decision.
60. W. N. Wallace to the bursar, 22 October 1887. Mun/P/3/1198.
61. Ibid.
62. BR 29 October 1887.
63. BR 21 January 1893.
64. At a cost to the college of £33. The only other year in which an abatement was given was 1895 when allowances totalling 8.8% of the rental was given.
65. It was reduced to £79 in 1902 and continued at about that figure until after 1918.
66. J. H. Nunn to G. E. Tyrell, 5 June 1886.
67. Ibid., 22 January 1887.
68. But only to November 1885 which is surprising, but it may relate to the length of time which the college had wasted since first initiating proceedings.
69. J. H. Nunn to W. B. Walker, 27 July 1888.

CHAPTER 7The Estates under Direct Management

It might have been expected that the famine and the agrarian troubles of the later nineteenth century would have led to a large scale collapse of the middlemen system and a reversion of much college land to direct control by the college. In fact, this occurred for the most part only on smaller properties. The only large estates to come under direct management were Iveragh (8,808 acres) and Rusheen (4,107 acres) both in Kerry, and both miserably poor. Their reversion to the college was a reflection of the intractable problems of the overcrowded western estate. College as well as middlemen failed to leave a significant mark on either estate although the college's failure was less dramatic in the case of Iveragh than in Rusheen.

There were a number of factors involved in the explanation of this pattern. The larger college properties were mostly under perpetuities, where the lessee had so large an interest that he could weather the financial storms better than most middlemen. Moreover, because their interest was in pecuniary terms so great, the perpetuity lessees also seem to have secured better professional advice. Lessees of smaller properties often neglected to take out perpetuities; allowed their fines to accumulate and had fewer resources (for example, large freehold estates) with which to weather agricultural depression. Another factor has already been discussed: the readiness of the college to prop up large perpetuity tenants

(for example, the Maddens and the Lefroys) while it pursued the opposite policy where the smaller properties were concerned: the latter could be added to the portfolio of an existing college agent; the direct management of the former category presented a significant problem.

The causes of the pre-1880 surrenders varied widely. In some cases, the middlemen's income fell dramatically following the famine, they neglected annual renewal, and after the passage of a few years the accumulation of fines, which would have had to be paid for a renewal, determined them on a course of running out their leases. In others, the board simply refused to renew the lease for reasons not now apparent - in the case of Iveragh, the lease seems to have expired due to the financial embarrassment of one of the joint tenants and the refusal of the college to renew separately to the remaining two partners.

The estate fell in at intervals from 1852,¹ 12,946 acres in the period up to 1880 and 9,527 acres thereafter - together it amounted to 11% of the entire college estates. The major part of it was in Kerry - some 16,903 acres or 22% of the total college holding of 75,243 acres in that county fell in but this includes the Iveragh estate of 8,808 acres which is the subject of a separate chapter. The reason in the case of Kerry may seem obvious: the land was certainly poor and grossly over-crowded, but the same was true of other western counties notably Donegal where the college had a holding of 62,340 acres. But another factor was the strength of the land movement in the period 1879-82, which has been shown to have been "very high" in Kerry whereas it was "low" in Donegal. ³ A basic strategy of this movement was resistance to the payment of rent and, as well be shown, many of the smaller college middlemen in Kerry fell victim to this resistance. They were

faced with an unfortunate combination of adverse circumstances: poor land, uneconomic holdings and "combinations" against the payment of rent.

By these surrenders of middlemen, the college rental underwent a significant increase from £4,210 to £10,121⁵ - even if as the 1880s proceeded this was more often reflected in the arrears than in actual receipts.

The first estate to come into direct possession was Knockainy in Co. Limerick (286 acres) in 1852. The reason why the lease came to expire is not now apparent.⁶ Although considered to include some of the best grass lands in the country,⁷ it had two serious drawbacks. In the first place, the land was scattered in patches and intermixed with land owned by the O'Grady, the earl of Kenmare, the Wise minors, and with the glebe lands. Secondly, there were twenty-eight cottier lots in the village of Knockainy, whose houses were, according to the agent, "so wretched I could scarcely put a value on them".⁸ Knockainy village was to withstand all efforts by the college to effect any improvement in its semi-destitute condition.

Although failure to grapple effectively with the need to consolidate the holdings and reduce the number of tenants laid up much trouble for the future, the financial prospects were initially very attractive. Management of this property was bewilderingly involved with members of the O'Grady clan. O'Grady, chief of his name, resided in his ancestral mansion of Killballyowen, adjoining the college lands. The vicar, the Reverend John de Courcy O'Grady, son and brother of successive O'Gradys, was also a college tenant.

James O'Grady of Castlefarm wished, with Sir Edward McDonnell's support, to become middleman tenant for the entire estate; while there were numerous O'Grady's among the Knockainy cabin holders. The O'Grady himself was tenant to the college for some thirteen Irish acres scattered in strips which could no longer be identified within the demesne of Killballyowen. But William de Courcey O'Grady, son and heir of O'Grady, also wanted another acre "which most materially interferes with my park and wood" and informed the bursar that David Grady "has no wish to keep it from me".⁹ Despite the fact that the land in question was already part of David Grady's farm, and that his proposal for renewal had already been accepted by the board, Mr O'Grady's wishes were gratified.

The vicarage lawn consisted of strips belonging to the glebe, the earl of Kenmare and the college - hopelessly intermingled - and this naturally led to trouble. The vicar claimed that he was renting only 4.2.36 IPM, while the college insisted that it was 5.0.36 IPM. After his death in 1856, it transpired that he had let the land as prime meadow at £9.10.0 an acre, and was only paying the college £2.2.0, which was less than even the village lot-holders were being charged.¹⁰

The small Dromnamarka property (140 acres) in the glen of Aherlow was also resumed in 1852, following the surrender of the middleman, the Reverend George Cole Baker.¹¹ Thomas Kearney was sent to inspect it and reported that the five tenants were
(sic.)
"intelligible/and what is uncommon in this part of Ireland, answer questions frankly and without equivocation: their houses, their farms, fences etc. are in much better order than are those of the

same class in most parts of this country, and they have shown clear receipts for rent and taxes up to this time".¹² Ideally, Kearney considered, the property should be consolidated into one farm, "but if the persons now in possession are the good and industrious men I believe them to be, it would be cruel to turn them out to make way for a single tenant, and equally cruel to place a middleman over them who, to make a profit for himself, would ruin them".¹³

Although the college had received overtures from prospective middlemen, Kearney's advice was followed and the occupiers were accepted as tenants of the college (it was actually consolidated into four holdings, one of the tenants having gone to America).

No other estates were resumed until the 1860s when four estates fell in. In the case of the two in Limerick (Ardmore and Corbally 1864; Knockuregare 1869) the surrenders had been expected for some years¹⁴ and both were visited and fully reported on by Thomas Kearney in 1859. Corbally displayed the characteristic features of a moderately rented property with too many families (six on 122 acres). None of the holdings there was in good order while the adjoining townland of Ardmore, which consisted of one good-sized holding of nearly forty-two acres, had been exhausted by over-tillage. The Limerick-Tipperary border, where the property lay, seems to have been already in 1859 displaying signs of unrest: excusing himself for delay in forwarding the report, Kearney mentioned that the area had been "in such a state of election excitement that it was not very safe to go into it".¹⁵

Knockuregare, a couple of miles to the south of the small town of Bruff, was in better shape, and the land was of high quality. Uregare House, on a demesne of eighty-four acres, was "highly

improved ... with ornamental planting which makes it a suitable residence for a gentleman of fortune, and it is now occupied by the Resident Magistrate of the district ...".¹⁶ It is an illustration of how little the college impinged on local consciousness that Kearney confessed to the bursar that until he was sent to inspect it, he had always understood that the property belonged to Mr William Gough Gubbins (in fact the college lessee) who had in turn let to Richard Grace R.M. The lands outside the demesne (272 acres) were held from the college by the representatives of Charles and Francis Creed. They kept a farm of ninety-five acres with a comfortable two-storied house in their own occupation, and sub-let the remainder to the Duhig and Carly families. Mr Creed usually corresponded with the bursar from the Leinster Club and the family has been described by the contemporary Mr Duhig as "middle-gentry who never did any work and drank themselves out".¹⁷

There were two families of Duhigs who were joint tenants of some 162 acres. On both farms, there had been expenditure on fencing "and in giving the house an air of neatness and comfort not too often to be seen in the country amongst the dwellings of tenant farmers of the same class".¹⁸

But by far the most significant estates to come under college control in the 1860s were the Monaquid and Cappabeg estates (comprising 1,265 acres) in the Queen's County. These two properties lying close to one another were, in general, treated as one and had been held by the same lessee and will henceforth be referred to simply as the Monaquid estate. The middleman was the Reverend Sir Hunt Walsh¹⁹ and his interest expired in 1865. The occupiers were accepted at the same rents they had paid to him which was only 10% above the government valuation. But the tenants argued, with some

justification, that the valuation was generally admitted to be too high on light inferior and wet lands (such as Monaquid) and too low on good grass lands. Moreover, the valuation had taken place just before the famine and at that time the river Barrow and its tributaries were "pretty open", but now the river bed had silted up leading to a good deal of flooding.³⁰ Their relations with the middlemen seem to have been amicable and they readily recalled the generosity of Sir Allan Johnson Walsh who, at the time of the famine, had sent twenty tons of bone manure and made a reduction of 25% in their rents.

Only two estates fell in during the early 1870s,²¹ and of these, Killany, Co. Louth was by far the most important. It contained 1,145 acres and had come to the college in 1710 as a bequest of Mrs Ann Echlin. The lease had descended in the Foster family, and in 1855 Sir Frederick Foster²² was offered a perpetuity at £548 per annum, but due to what his youngest brother, the educationalist Vere Foster, subsequently described as "an unfortunate mistake",²³ Sir Frederick did not take out a perpetuity, and he was shortly after succeeded by his next brother, the Reverend Sir Cavendish Foster,²⁴ who in 1859 requested a grant in fee, and was aggrieved to find that the college now demanded the maximum permitted by the act. He therefore determined to run out his lease, his college rent only being £357 in comparison with his rental of £1,175, although he claimed that his net profit was only £566.²⁵ The lease duly expired in November 1873 and Sir Cavendish's agent, Captain W. de Salis Filgate J.P., a neighbouring country gentleman, continued to be employed as agent.²⁶ The estate was situated on the

Louth-Monaghan border; the land was, on the whole, good; arrears were minimal - only £15 when it came into possession - and the college seemed set fair to obtain a handsome return from this estate.

The other estate to fall in was Pullagh (219 acres) in Co. Limerick, where the Reverend Richard Dickson's²⁷ lease expired in 1875 (the college having refused to renew). The agency was entrusted not to Captain Needham, but to G. L. Bennett, who held a number of other agencies and lived at Galbally, Co. Limerick some fifteen miles distant. There were only four occupying tenants.

The falling in of the estates so far mentioned, added some £2,000 per annum to the college's rent roll. For in all cases,²⁸ the college pursued what might be termed the line of least initiative, and accepted the occupiers as direct tenants at whatever rents they were paying to the college lessee, regardless of whether this represented a moderate rent or one at full value. At Knockainy, rents offered by the occupying tenants amounted to £368, very little less than Kearney's own valuation and this compared favourably with the rent of £129 which the college had been receiving from the middleman. In all, there was only c. £60 outgoings including £5 per annum salary to the bailiff to be paid out. Kearney had predicted a 95% payment of rent, a prediction which was more than fulfilled in the 1860s and 1870s. Even as late as 1876 there were no arrears and the rental had increased to £380 in which year the outgoings were only £53.²⁹

At Dromnamarka, the occupiers were taken on at a total rent of £103 despite the fact that the Griffith valuation was £123.10.0. But the middlemen's rent to the college had been only £63.

The finances of Ardmore and Corbally and of Knockuregare conformed to the same pattern: neither had been rack-rented by the middleman; the college absorbed his interest; leaving the property still moderately rented. Ardmore and Corbally were valued by Thomas Kearney at £199 per annum, almost the exact amount of the occupiers' rental,³⁰ while the head rental was £101. This substantial margin absorbed by the college more than covered the various allowances and abatements which had to be considered during the 1880s and 1890s. At Knockuregare, the occupier rental was £542, in comparison with a Griffith valuation of £362 and a college head rent of £205; so the margin was substantial. But the way in which the college dealt with this property prevented it from absorbing the middlemen's margin: Mr Gough Gubbins was in 1869 given a ninety-nine year lease of Uregare House at £88 per annum, despite the fact that the agent had set the fair letting value at £150 per annum. Not surprisingly, the Gubbins' continued to sub-let. The Creeds were also given a new lease of the lands in their own occupation and they too promptly proceeded to sub-let. The Duhigs' rent - they were given thirty-one year leases by the college - was actually reduced from £125 to £118 for each holding.

At nearby Pullagh, the college income rose from £82 to £180 per annum. Kearney valued it in 1859 at £162 per annum (i.e. 24/- per Irish acre). This was 22% above the Griffith valuation despite the fact that he considered it to be "one of the worst farms in the parish of Croom",³¹ and as late as 1880, arrears were a mere 10/-.³²

At Monaquid the college rent had been £305 and the occupiers' rental was £656. Thus the college doubled its income from this estate. Arrears ran at less than 10% of the rental until 1878, when they doubled to £76. Captain Needham admitted that, at least in

the Cappabeg portion, the tenants were highly rated; while the tenants claimed that the land was let higher than any land in the neighbourhood, "except some lands in the hands of land jobbers and poor rack renters".³³ It is clear that the college estates as a whole remained moderately rented.

Three further estates came into the college's possession between 1880 and 1885. The Ballycahill estate (1,185 acres) occupied the low-lying land on the right bank of the river Suir just north of Templemore in Co. Tipperary.³⁴ The college lessee was Robert Roe of Loran Park, Roscrea, who had purchased the lease in the Landed Estates Court in 1872 for £5,000, in the mistaken belief that a college twenty-one year lease was as good as a perpetuity.³⁵ When Robert Roe's lease expired in 1880, both he and another gentleman called Vere Shortt had farms in their own hands, while there were forty other tenants. Roe and Shortt were given thirty-one year leases of their own farms,³⁶ while the sub-tenants were accepted as direct tenants by the college. There was an intervening middle interest in respect of c. 190 acres held by a Mr McLoughlin and his aunt Mrs McGarry - this old lady raised such a clamour at being deprived of her income of £60 per annum that the board granted her an annuity of £40 per annum.³⁷

Rathcoursey, which also came into the college's possession in 1880 was, like Ballycahill, entrusted to Toler R. Garvey. But its circumstances were very different. It, and Rossmakea, Co. Louth, were occupied by gentlemen-farmers, whose primary source of livelihood was the land retained in their own hands; although in the case of Richard Lyons at Rathcoursey, he had retained only 132 acres, and

sub-let a further 102 acres. By 1880, he had been brought to the brink of bankruptcy and, much to the dismay of the college, he surrendered his lease. In addition to his agricultural sub-tenant who was non-resident (being a shop-keeper in nearby Middleton) Lyons had some sixteen cottier tenants in Rathcoursey village. The sub-tenants' rents used to pay his college rent and, as he disingenuously remarked, he thus had his own residence and farm rent free. But his tenants organised a rent strike and Lyons blamed his difficulties on this. Lyons offered every cooperation to the college in taking possession, and in return, the board presented him with a gift of £200 to assist him "and his aged sisters, who have lost everything",³⁸ to reestablish themselves elsewhere. Garvey reported that Lyons had kept the place up well and that there was no evidence of overcropping - Lyons himself claimed that it was his father's money which had changed it from "The Stray of Rathcoursey".³⁹ For once, the village holdings had "quite an air of comfort" due, according to Garvey, to the fact that the men earned a good deal by fishing "some of it, I fear, not altogether in a legal way".⁴⁰

Farrancliffe (227 acres) in Co. Tipperary reverted to the college in 1885 on the expiry of the middleman's lease. It is an example of how the purchase of a college lease was often seen as an appropriate provision for a younger son. This lease had, in the later eighteenth century, been included among the wide possessions of the first earl of Milltown.⁴¹ It then passed to the Cooper family until 1847 when the Reverend Garrett Wall⁴² appears as tenant.⁴³ His third son, Michael Charles, was then an under-graduate at Trinity and, on his father's death in 1863, the interest in the lease - which had never been converted into a perpetuity - passed to him. However, he died unmarried and intestate in 1866.⁴⁴ The interest in the

lease was then divided among his five brothers, who chose to run out the lease rather than pay the increased rent and fines which would have been exacted on a renewal.⁴⁵

The college employed a variety of local agents in the management of these properties - many taken over with the properties from the middlemen - and some were entrusted to Captain Henry Needham, the fulltime college agent at Cahirciveen; an arrangement which was to prove thoroughly unsatisfactory. A distinctive feature of the college's relations with these small estates is the readiness with which the board involved itself in details of management which would have been better delegated to the agents. It was more ready to give grants for improvement and to abate rents on these estates because the amounts involved were comparatively trivial. The successive bursars allowed themselves to become involved in correspondence with individual tenants about allowances and many other matters. Indeed, one of the most interesting aspects of the college's relations with these small estates is the way in which particular families of small farmers developed the knack of ingratiating themselves with the board, and thereby obtained what were to them very substantial grants for buildings and land improvement which were not in any way reflected in increased rent to the college. In the years of crisis from 1879 onwards, wildly varying abatements were granted by the board. The protests of the agents usually prevented these occurring on the same estate, but certainly in Co. Limerick the estates were so close to one another that tenants must have become aware of the discrepancies in college policy.

In their recruitment of local agents, the college began well by appointing as their agent for Knockainy, Thomas Kearney, a professional valuer, who also farmed on his account at nearby Passasgrean. The college was keen to effect some much needed consolidation of holdings, but the tenants "one and all declined to bid for what they called their neighbours' lands",⁴⁶ and Kearney pointed out that consolidation could only be accomplished by forcing some people out at once. This the college was not prepared to do and hence the problem remained. Kearney had another suggestion to encourage consolidation: this was to grant leases to those whose rents were £8 or over, which "would stimulate them to buy each other out ere long".⁴⁷ Neither was this suggestion adopted and the whole estate was allowed to continue on year-to-year tenancies. Kearney tried to persuade some of the village lot-holders to emigrate with the assistance of the college "to a country where their labour will be of more value to them for it is of great importance to clear the property of those poor people who for want of employment here cannot pay rents".⁴⁸ They showed no disposition to do so and Kearney quickly came round to the view that "when they default they cannot complain of being evicted and that will in my opinion be the cheapest and most effectual mode of gradually clearing the property and without raising a popular outcry".⁴⁹ His prediction that the village tenants here would be unable to pay their rents soon came true. In 1863, fourteen of them petitioned for their rents to be reduced from £3.5.0 an acre to £2.2.0, as paid by the farmers - "the past two years have been very severe on us. Our little crops have failed and we had no employment".⁵⁰ The agent was now Captain Needham and instead of following Kearney's hard-headed advice, he recommended

that a half-year's rent should be allowed them - the entire sum involved was only £14.14.7½.

Captain Needham was placed in charge of Monaquid in the Queen's County, despite the fact that he had recently taken up residence at Cahirciveen, Co. Kerry. Not surprisingly, his management of Monaquid was not very successful and as early as 1870, the board considered placing the estate under a local agent - predictably nothing came of this until after Needham's death in 1883, when an agent resident in Mountmellick, was appointed. This was the only estate where the board consistently attempted to carry out a policy of granting varying abatements depending on the particular circumstances of the applicant. One result of this policy and also the relative proximity of the estate to Dublin, was a steady stream of memorials and personal visits by tenants, each trying to prove that he was worse off than his neighbours. The following extract from two memorials both written in December 1887, when read in conjunction with the agent's comments, will at least serve to show how undesirable it was for the college to involve itself in contact with individual occupying tenants. The first memorial is that of Mrs Catherine Quinn:

"... I sent my son to the college and he was told to apply through the agent who refused to send my application.

I consulted the parish priest who advised me to write. I am thirty-nine years paying rent to the college⁵¹ and never experienced so bad a year as this ... I owe £15 to the Bank ... Mr Shannon (the agent) thinks we are very independent ... I have been in a delicate state of health for the last twelve months and under the circumstances regret I can only afford to pay one half year at present.

Please grant a poor widow's humble request"⁵²

On this the agent commented:-

" Catherine Quinn ... is one of the most comfortable on the estate. Her son within the last three months had bought three acres of Myles Conroy's holding for £33 which speaks for itself and I think they should pay their rent".⁵³

The other memorial was from James Freeney:-

" ... my cow died a fortnight ago, my horse two years ago and I had to borrow from the bank to replace him ... the burial of five of my family in the last few years - paying for the rearing of a child after the death of my (wife?) was £6 a year for three years ... I now hope the Reverend gentleman I was speaking to on Thursday will receive this memorial kindly by accepting a half year's rent which will enable me to sow my land in the spring and with the help of God to lie better the coming season. Wishing the gentlemen the compliments of the season ..."⁵⁴

On this the agent commented sympathetically:-

"James Feeney is very poor ... I think if he would pay a half year's rent (i.e. be forgiven half a year) it would meet his case".⁵⁵

Terence and Michael Doherty blamed their inability to pay even their abated rent on the drought of 1887:-

"Honourable and kind gentlemen we this year have to let you know our distress in money ... we need not speak of our pasture land, the continual druth told heavy on it ... our holdings are composed of the two hiest hills in Monaquid and are naturally inclined to grow heath and furs ..."⁵⁶

The college encountered probably its most difficult problem of management in the shape of the Rusheen estate (4,107 acres) in north Kerry, for by the time it reverted to the college, there was little hope of bringing any order into the affairs of the estate. Colonel Crosbie or rather his agent the unpopular George Sandes,⁵⁷ had virtually ceased to have any control over the estate. J. E. Butler, the college's agent in Iveragh who had refused to take on the agency, identified the problem more circumspectly when he remarked, "the whole of that part of Kerry is - to put it mildly - disturbed".⁵⁸ He reported that the greater number of the tenants appeared poor, the land under-stocked and the houses and farm buildings dilapidated. There were several evicted farms left derelict. Boycotting was rife and rents were not being paid. The contrast with Iveragh in this respect is striking. There was one case of boycotting on Iveragh, that of the Butter Market during the winter of 1885-86, but it eventually collapsed due to firm handling by Butler, and on 1 July 1886 he was able to report, "there is no strike against rents on this estate"⁵⁹ But conditions on Rusheen could hardly have been worse, and the assurances of W. S. Cox, the Limerick estate agent, to whom the agency was eventually entrusted were rather wide of the mark: "with a large and efficient staff ... and direct railway communication ... I can manage these estates with satisfaction".⁶⁰ Cox's visits to the estates were not a great success and he soon contented himself with going no closer than Listowel. A more serpentine approach to the management of the property had been suggested by J. E. Butler. Colonel Crosbie himself was, it seems, "a general favourite" in the district and Butler suggested that the college might appoint a receiver over the lands in

Colonel Crosbie's name who could then act with his cooperation and help. Whether a receiver of the calibre of either Butler or Garvey would have had some success is impossible to say - he would certainly have stood a better chance than an unknown official based at a desk in Limerick. It is very clear from his correspondence with the college that Colonel Crosbie possessed an encyclopaedic knowledge of the affairs and family histories of his tenants. But Cox had some success in dealing with one of the evicted farms which was perforce left untenanted: he shrewdly took advantage of a memorial from the labourers of Ballylongford who had asked for little gardens of unreclaimed or cut-away bod as allotments, and he so organised the plots as to take in a large portion of the adjoining evicted farm.

Often the only hope for an insolvent tenant was an advantageous marriage - the college found itself playing an important part in the making of one such match on the Rusheen estate in 1890. Richard Rahilly, one of the principal shopkeepers of Ballylongford, addressed the following missive to the agent who passed it on to the bursar:

"I am sorry to be troubling you ... this is our time for matchmaking and your unfortunate tenant ... Matthew Heffernan of Lenamore - has at this time a chance of getting a match for his daughter who would bring in money and pay up all arrears and in whom you would have a new and punctual paying tenant in future ... I again venture to trouble you before the opportunity passes away with the Shrovetide."

He wanted the rent of Heffernan's farm formally reduced from £40 to £30 which was what it was already in practice due to abatements and he argued that the present rent was too high.

"... this is why he cannot hope to get a young man to come into the place and marry his daughter ... if this is done a match now offers which will settle this farm. Try and get this done - it will be the merest trifle, nothing to the college and will save us all here any amount of trouble I know!"⁶¹

The agent said he was satisfied that £40 was an excessive rent, recommended acceptance of the proposal and mentioned that when he took proceedings against Heffernan in the previous year, he had been obliged to borrow £30 on mortgage from a man named O'Brien and now a further one and a half year's was due. The board duly approved the reduction of rent well before the onset of Lent.⁶²

Perhaps the more serious inference to be drawn from this entertaining episode is that the board should not have allowed itself to be involved in such matters in the first place and its agent should have had full competence to make the reduction in rent on which the marriage so obviously hinged. But the role of W. S. Cox in this instance, was in both his own eyes and that of the college merely that of a rent collector.

The nearest the college came to employing managing agents of a high calibre was in the persons of Toler Garvey (father and son) and J. E. Butler. But even their discretion was severely limited by the board which always reserved itself the right to approve reductions and abatements of rent; no matter how trivial the amounts involved. One justification of such a practice might have been the need to ensue uniformity of approach throughout the different estates but, as has been shown, this was not achieved. As well as the primary

purpose of collection of rent, one might expect to find agents of these estates involved in giving a lead with schemes for improvements of mutual advantage to both landlord and tenant.

Although the estate reports - particularly those of Thomas Kearney - furnished to the college prior to or at the time of surrender of each estate, frequently indicated a need for large-scale improvement, especially in respect of drainage; it must be said that in no case/did the college initiate any schemes. Such grants as were made for improvements were entirely a result of a tenant's initiative in seeking a college contribution to a project which he himself intended to carry out. Significantly, one of the largest contributions went to the already prosperous Duhig holdings at Knockuregare: in 1870 John Duhig built a stable and a barn on which he laid out £85 while his brother James, erected a cow house (for twenty-six cows) a piggery and a barn for which he paid out £130 in cash, "apart from his own labour and that of his horse".⁶³ Both brothers were also involved in drainage work, James having already completed his. They must have been agreeably surprised when the college reimbursed them the full amount of their expenditure, i.e. £85 and £130 respectively, especially since it had just reduced the rent of each holding from £125 to £118. Such expenditure was all the more inexplicable since it was spent on buildings which were, throughout the college estates, considered to be the exclusive property of the tenant; their value not being taken into account when rents were fixed. Gratitude was not long-lived. Two years later, John Duhig was claiming that he had spent as much on his farm as had his

brother James, who had received £130 and wrote to the bursar, "I who have sorely suffered by loss in cattle expect your commiseration, and earnestly implore your Reverence to pity me"⁶⁴ and went on to demand the same allowance. The board meekly capitulated and, in returning a rather grudging thanks, John Duhig remarked, "still it will not buy two cows as good as any two I lost ..."⁶⁵ James Duhig was granted a further £10 for repairs in 1873, and in 1875, £10 for draining four acres (IPM) with stone drains.⁶⁶

None of the other estates saw expenditure on the level of Knockuregare. The widow Riall on the Knockainy estate, memorialised the board that she was unable to pay her rent "in consequence of the visitation of providence in afflicting her stock with distemper".⁶⁷

Kearney was asked to investigate and sent up a neat little sum:

Total loss according to the widow	-	£101. 0. 0
Deduct $\frac{1}{4}$ for exaggeration and the value of the carcasses	-	£ 33.18. 0
		<hr/>
Actual Loss	-	£ 67. 2. 0

which to a tenant holding just over twenty acres he considered "a very ruinous one", and recommended that one-fifth of this (£13.10) should be deducted from the next half year. But he warned the bursar that this concession would open the door for other claims and that he knew of another widow on the same lands who was similarly circumstanced.⁶⁸ Another tenant here who wished to build a three-roomed slated cottage on his lot was advanced £30 and £1.10 per annum added to his rent.⁶⁹ At Monaquid, expenditure was small: £25 was spent on repair of the embankment against the river Barrow, and £50 on converting the old river into a main drain which was also to serve Lord Digby's property and to which he also contributed. The

only direct assistance to the tenants was a loan of £80 to John Mooney for clearing and draining five acres of scrubby land and a grant of £9 to Thomas Conroy for "stubbing" a furze field. Apart from the expenditure of some £30 on the repair of a road dating from 1846-7, the college avoided spending anything on Dromnamaka - Denis Neill's application in 1855 for help to enlarge his barn was refused on the grounds that his rent was a very moderate one (£19 for sixteen Irish acres).

In contrast to its previous practice, the college found itself in the years of agricultural crisis, which began in 1879, having to give regular abatements and to underwrite extensive schemes and other improvements to enable its tenants to weather the gathering storm. Of course, many of its concessions were a direct result of agitation by the Land League and the Irish National League, the incidence of whose activities varied from estate to estate. It is possible that allowances and reductions in rent may have enabled tenants to carry out improvements without assistance from the college. But it is unlikely that tenants would neglect to seek a college contribution especially since, in the small number of cases which were referred to it, the college almost invariably made either an outright grant or a loan towards the desired improvement.

However, the Board of Works was in a position to make loans for land improvement to landlords who were thus placed in the extremely vulnerable position of having to recoup the capital and interest from their tenants by way of permanent or terminable additions to the rent.⁷⁰ In the case of the small Knocknamon estate in Co. Kerry, two tenants obtained Board of Works loans of £40 and £20 respectively for drainage in 1881, and a third tenant received an outright grant of £40 by building a new cow house.⁷¹

The board had already spent £100 on a new road for this property, whose gross rental was only £113 per annum.

At Pullagh in Co. Limerick, two of the holdings were being drained at college expense in 1879 and their rents had been lowered pending completion and £15 was granted to another tenant here, being the cost of timber and slates for a new barn. But at Killanny, Patrick McCue, the blacksmith received only half the cost (£2) of the timber and slates for a new cow house.⁷² Indeed, the belief was well established on these small properties that the college could be expected to contribute to almost any kind of fixture: Daniel McCarthy wrote from Pullagh to the board in 1883, "I want to let ye know that I am making two fences in my farm ..." towards which he desired an allowance and "some quick lime" and concluded, "I hope ye will help me to live as I have a large family to support and meet your rent".⁷³

But the board was always more ready to listen to applications from individual tenants on small estates than it was from tenants on the larger estates such as Rusheen. Thus in the case of Corbally (Kerry), in 1890 the board spent £18 on rebuilding a house for Michael Lyons, despite the fact that his annual rent was only £5 and it had gone unpaid in both 1889 and 1890. Far from recouping its outlay, the board had to forgive an arrear of £21 when in 1911 it finally came to sell this holding under the land acts. Yet a proposal in the same year to assent to another tenant on this estate borrowing £60 from the Board of Works, also for building a house, led to a division at the board since repayment of the interest charges was required to take precedence over the rent.⁷⁴

It was widely recognised that the effectiveness of the drainage which could be carried out by any small occupying tenant was extremely limited. The point was well put in a dialogue between Lord Dunsany and Lord Lansdowne's agent, W. S. Trench, before a House of Lords committee:

Lord Dunsany Did you ever know of a tenant not in the position of a gentleman, who drained land?

W. S. Trench I have never known any who drained it in a scientific and proper manner. I have known a great many small drains made here and there ...⁷⁵

Indeed, the whole of the Killanny estate was said in the 1880s to suffer greatly from the want of drainage, despite the fact that tenants were still repaying advances which they had received for drainage work from Sir Frederick Foster in 1854 and from Sir Cavendish in 1860 and 1862.⁷⁶ The difficulties encountered in arranging area drainage in the case of the Iveragh estate will be described in Chapter 8. On the Rusheen estate the board undertook to straighten a stream which was steadily washing away the holding of one tenant, but the project had to be abandoned because of the opposition of the occupany of the next farm.⁷⁷ Here, as elsewhere, the familiar story was that "in most cases drainage works were executed, but not maintained, and the result is that nearly all the holdings are fast getting into their original state".⁷⁸ Where other owners were involved, the difficulties in the way of drainage were well-nigh insuperable. On the small Corbally estate in Co. Limerick, the Crumcomoge river regularly flooded one of the holdings, but the cooperation of adjoining landowners in finding a solution could not be obtained.

Sometimes the board could be quite generous: at Farrancliffe, in 1882, it provided a tenant with a new pump "of the best Quebeck red pine" at a cost of £8.3.0,⁷⁹ despite the fact that the middleman's lease would not expire for another three years. Perhaps its largest investment in buildings was at Rossmakea, Co. Louth. In 1882, Thomas Byrne, the college tenant of this 291 acre farm, requested the board to obtain for him a £300 board of works loan to rebuild his labourers' cottages and also some stabling.⁸⁰ This the board duly did and quite unaccountably, undertook to repay the entire sum itself,⁸¹ thus making a present of £300 to Mr Byrne,⁸² notwithstanding which the rent had to be reduced from £380 to £304 in 1889, whereupon the board proceeded to guarantee the repayments on a further loan of £160 for the erection of a hay barn.

In view of the sizeable reductions in rent to which all landlords had to accustom themselves under the workings of the land courts, it is not surprising that the college generally showed a reluctance to expend money on improvements during the remaining years of the century. The only large outlay was at Killanny where £200 was advanced to Loughlin Byrne in 1890, to enable him to improve the mill on his holding by the erection of a turbine wheel - alas the project does not seem to have been a success, for in 1904, he had to be evicted from his farm for non-payment of rent.

The ill-effects of the policy of least initiative, hitherto pursued by the college in relation to its estates quickly became apparent in the years after 1879. Because it had not systematically raised its rents to take account of the increasing value of agricultural produce - although its agents had drawn attention to this⁸³ - it was reluctant to lower its rents significantly when the

crash came. To be informed that their rents had been reduced in their grandfathers' time and never subsequently raised, was small comfort to the insolvent tenants of 1880. The college had shrunk from the unpopular measures necessary to achieve a consolidation of holdings and a reduction in the population of estates, and hence the estates were unable to support the excess population with which they entered the years of crisis.

In the ~~A~~utumn of 1879, the first distress signals began to reach the college, and the board, most unusually, set up a committee to consider whether any abatements of rent were called for.⁸⁴ Its report presented on 11 October, merely recommended that an allowance of 25% should be granted to the tenants of Knocknamon, Co. Kerry, and 10% to two of the Pullagh (Co. Limerick) tenants as recommended by the respective agents. The committee concluded its report with the soothing reflection "The weather has lately much improved which may tend to relieve a good part of the distress ...". The Knockainy tenants also sent in a memorial headed by John Donworth, the leading farmer and the Reverend J. F. MacMahon, the vicar. They referred to the entire loss of the potato crop and the fall in the price of butter to only 44/- a firkin.⁸⁵ Needham advised that "next March will be time enough to consider a temporary abatement",⁸⁶ and the memorial was accordingly refused on the grounds that the tenants had had the entire benefit of the steady rise in prices since 1852. Yet this contrasted strangely with what the board had already conceded to Pullagh and Knockuregare in the same county; at Knockuregare the highly favoured Duhigs, in March 1880, secured an abatement of 25% on the half year payable in September 1880.

The Killanny tenants were to prove themselves some of the most troublesome of all the college's direct tenants; but initially in 1879, they were successfully discouraged by the agent from asking for any reduction. Captain Filgate wrote a letter to the bailiff which was obviously intended for circulation among the tenants. He pointed out that on the fall of Sir Cavendish Foster's lease, the college could have had the estate revalued, and this would probably have resulted in a 30-40% increase; that prices were still considerably in excess of what they had been twelve or thirteen years previously; and that rents on neighbouring estates had been enormously increased in the previous twenty-five years.⁸⁷ At the same time Filgate informed the bursar, "next spring may be harder on the tenants and it may then be advisable to make some grants or allowances to the smaller tenants."⁸⁸ In the event, the tenants took matters into their own hands by withholding their rent - for the year ending 1 November 1880, less than half the rental was received while arrears consequently shot up from a mere £146 at November 1878 to £1,008 (almost a year's rent) only two years later.

The college thus escaped lightly in a year when abatements of 20% were common in the spring before the brightening agricultural prospects for that year became apparent. It could be argued, that the rapid growth of arrears which occurred at both Ballycahill and Killanny were much worse than a 20% abatement if it had ensured the payment of rent on those estates. But an entirely new situation was created by the advent of the agrarian agitation which began to gather momentum from the late summer of 1880. The college now found itself in the ironic position of having to make far greater abatements

in a period which has been shown to have been one of steady economic improvement than it had done in the three preceding years of deep agricultural depression.⁸⁹

At Ballymacaward (317 acres) in south Donegal, the occupying tenant of most of the land was Henry Likely. He had, in 1865, been given a twenty-one year lease at £388 with the college paying the instalments on a Board of Works loan.⁹⁰ In 1880, he was allowed an abatement of £50 on his year's rent. The allowances granted by the college in this year are a good illustration of its tendency to allow the tenants of the small properties to make their cases direct to the board, usually with success, but to resolutely oppose concessions on the larger properties. Monaquid was refused any abatement, although at Knocknamon (496 acres) a general allowance of 20% was granted. In March 1881, Henry Likely, when applying for a continuation of his abatement, informed the bursar that he had received little or no rent from his under-tenants who would only obey the orders of the Land League. He had not tried to enforce payment "since my cattle and sheep were exposed to their tender mercies and there was no protection". If he were unable to pay his rent in future, Likely indicated his intention of giving up the farm "as I hate to be begging or giving trouble in this way."⁹¹

Meanwhile, matters were going from bad to worse at Killanny, Co. Louth. Not a single rent was tendered at the agent's rent collections in April and August 1881. Captain Filgate sought out one of the two Land League delegates and, in response to the Land Leaguers demand for an abatement, stated that a 15% reduction had been allowed ever since 1854. Not surprisingly, this did not satisfy

the delegates. Of his August visit, Captain Filgate remarked, "I certainly never saw finer crops on any land than are now growing on that estate, and all the years I have known it I never saw such a promise there. This they all admit".⁹² But this could not of course offset a low price for grain - in a memorial in the following October, the tenants claimed that barley which used to be 18-21/- a barrel, was now reduced to 14-16/-.⁹³ On Filgate's advice, any abatement was refused, principally on the ground that the rents were only c. 15% above the PLV in comparison with the general letting rate in Co. Louth, which was stated to be 30-40% above that valuation. One immediate result was that the bailiff and the schoolmaster, who were both tenants and who had refused to sign the memorial, were boycotted or as Filgate described it to the bursar, "two very respectable men are at the mercy of a parcel of ruffians". But fortunately there was a police barracks with "a good energetic constable with whom I am in constant communication or I should be very uneasy about them".⁹⁴ Filgate managed to confront the ringleaders and proceeded to collect half a year's rent from about half the tenants. He urged, not for the first time, that proceedings should be taken against the larger tenants who now had the option of going into the land courts if they considered themselves over-rented. He felt that an example should be made of some of them. "As far as I can make out, no work has been done on the estate since the harvest was saved ... the tenants are walking about holding daily meetings."⁹⁵ No heed was paid to Filgate's recommendations which contrasts oddly with the college policy in respect of larger estates, notably Cahirciveen, where the initiation of proceedings at petty sessions level was left entirely to the agent's discretion.

In July 1882, when forwarding a cheque for £435 for the year ending 1880 - he had received only £539 out of a rental of £1,207 - he remarked, "some of the tenants are in a bad way through illness and improvidence and would be in the same condition if they had the land rent-free - most could pay well enough if they chose".⁹⁶ The tenants now proposed to avail themselves of the benefit of the arrears act - £261 was struck off - and at this point Filgate resigned remarking that his fee (£27 in the previous year) "was the hardest earned money I ever made in my life".⁹⁷ Taking his advice that "a stranger might have a good effect among these gentlemen", the college appointed H. R. Pidgeon, a member of a firm of land agents in Athlone. In January 1883, he met the tenants and peremptorily refused either to grant an abatement of 25% or to accept the Griffith valuation which was offered by some:

"There was then an outbreak of threatening language (on the part of one of the tenants) quite sufficient to sustain a criminal prosecution. He was then under the influence of drink and on the following morning was so thoroughly alarmed at what he had said that he paid a year's rent in full (£97.11.0)"⁹⁸

Other tenants then followed his example and Pidgeon was hopeful that the organised resistance had been broken up, but he warned that the property was in a bad state. The land had been completely impoverished by over-tillage; fences had been neglected; and the whole estate suffered from the want of drainage - despite the fact that tenants were still liable for interest-free payments on drainage loans obtained in the 1850s and 1860s.

In the case of Knocknamon, the board in 1881 tried to discontinue the abatement which had been allowed the previous year. But all the neighbouring landlords were giving 20%, and one of them, Sir John Godfrey, had even accepted the Griffith valuation. As the agent pointed out, the loss to the college would be only about £20 which would otherwise be lost in law costs. Eventually the board decided to consider only individual cases of hardship, a decision which provoked Colonel Herbert to remark, "I think the hard-working tenants ought to get the same as the idlers".⁹⁹

At Pullagh the 10% abatement was continued, and a similar abatement was offered to Ballycahill, "as a small help for the past bad times and to induce the tenants to clear up a year's rent",¹⁰⁰ but in vain.

The extent to which tenants sought to have "fair rents" judicially determined varied from estate to estate. One of the principal factors was whether the estate was high or low rented. In the case of the smaller tenants, the legal fee of c. £3 must have been a considerable deterrent. At both Killanny and Ballycahill, the tenants steadily avoided the courts, since they were obviously doing better by withholding their rents. At Rathcoursey, Toler Garvey had the satisfaction of seeing the land court fix the existing rent of John and Michael Olden as the judicial rent despite the fact that he had admitted previously to the bursar that this rent ought to be reduced by 25% - the Oldens had been designated by Richard Lyons as the local trouble-makers. Elsewhere, recourse to the courts was avoided by the granting of abatements: 15% to Knockainy, varying abatements of 20%, 15% and 10% to different lots of tenants at Monaquid. Gradually many rents were registered as judicial with the agreement of both parties, for example, Knockainy in 1884, Pullagh in 1886, and often with considerably less than the 20% reduction

usually awarded by the land courts.¹⁰¹

The revival of the agrarian agitation in 1885 and 1886 was faithfully reflected on the estates. On the Knockainy estate nearly all the rents were at or under the PLV and a great number of tenants by now held judicial leases. In response to a memorial from them the Limerick agent, W. S. Cox, commented, "although the year has been a bad one the memorial arises not from inability to pay, but from political motives: the request should be refused. The Land League branches have been busily at work and I think the movement should be firmly met by landlords. I have recommended all my clients not to give reductions in cases of judicial rents".¹⁰² But in the following month, while agreeing that the granting of abatements on judicial rents was a bad precedent, he remarked, "on the other hand it must be admitted that few farmers this year have made their rents".¹⁰³ However, a memorial from the Roman catholic curate of Knockainy in January 1886 in which he besought the college "not to treat harshly a struggling tenantry", stiffened Cox's resolution and he urged the board to adhere to their previous decision not to grant abatements. In the event, the board allowed Cox to grant some little help by means of 10 to 15% allowances to the small cottier tenants in the village of Knockainy. In May 1886, Cox reported: "a most formidable combination against the payment of rents exists just now, but I hope in a very short time to get in the September and November 1885 gales". In this he was successful, although he was obliged to give a 15% allowance to four of the larger farmers, "who are respectable and disposed to pay without proceedings".¹⁰⁴

The Ardmore and Corbally tenants also caused trouble. In November 1886, the agent reported, "the tenants met me yesterday in

a very defiant manner and refused to pay without large allowances, they say that in far better years the late agent obtained 20%. Last year they acted similarly, but paid after two of them were served with writs but now they are well aware that difficulties are placed in the sheriff's way such as lack of police protection and also that landlords in this and adjacent counties are making large concessions. Most are in a position to pay, but there is a combination against the payment of rent that is not easy to grapple with".¹⁰⁵ In the event, the board conceded an allowance of 20% and stored up trouble for itself in the future by, in the case of Mrs Johanna Kincaid, permanently reducing her rent from £39.10.0 to £22 (the PLV was £29.5.0) all on account of a rare summer flood which had ruined her crops. This decision was made against the advice of the agent who pointed out that when one got a special allowance, "the other tenants immediately discovered that they have grievances".¹⁰⁶ His proposal was that an allowance of £3 should be mentioned to Mrs Kincaid at the actual time of payment as if it were Cox's idea: "in this way the other tenants would not give trouble".¹⁰⁷

The small number of large farmers among the college's direct tenants were also slow to have recourse to the land courts - not because of the fees, but because they considered it to be beneath their dignity to make use of an institution seen as an invasion of the rights of private property. In 1882, Henry Likely the tenant of Ballymacaward, was proposing to surrender the property (since he could not pay the rent) without any mention of recourse to the land courts. But after his death, his brother and executor threatened to go into the land court, and this rent was eventually reduced by agreement from £400 to £300. The attitude of this type of tenant was

accurately conveyed by James Likely's solicitors: "they (the college) have met us in a spirit of fair play such as the Likelys might expect from the gentlemen who are their landlords".¹⁰⁸

Thomas Byrne of Rossmakea wrote in 1887 that he could not have lived on the place for the previous three or four years, were it not for his income from other sources. He now requested an abatement of 30% on his rent of £380 and indicated that if this was refused, he would have to have recourse to the land courts, although he would much prefer an amicable arrangement.¹⁰⁹ Eventually the rent was reduced ~~to~~ £300 by agreement.

At Ballycahill, Vere Dawson Shortt, a gentleman who resided in the Queen's County held a lease of seventy acres at a rent of £113. In 1887, he threatened to go into the land court unless his rent was reduced to £80, and he eventually settled for £85, i.e. a reduction of 24.4%.¹¹⁰ The Ballycahill tenants had, in the words of Toler Garvey, several years previously "played their game out",¹¹¹ and had had to pay up their rent in full or else face the court where, Garvey had declared, he was "quite ready to prove not alone the justice but the liberality of the board's dealings with their Ballycahill tenants".¹¹² But 15% was allowed to residents (10% to non-residents) in both 1885 and 1886, while in 1887, 20% was allowed to those who had not by then obtained judicial rents. At Killanny, matters were not nearly so satisfactory: in April 1885, H. R. Pidgeon gave notice "the late fairs here have been shockingly bad and we are beginning to fear that the next collection of rent will be a very bad one". The revaluation was being held up by the tenants insistence on choosing as their valuer, a Mr Rennick, whom the college valuer, Thomas Fitzgerald, refused to act with on the

ground that he was a leading Land Leaguer and had seconded T. M. Healy's election at Monaghan. Nevertheless, on this estate the college got fairly well through 1885, the first of the bad years, (the agent was able to send a cheque for £300) with the aid of a 20% abatement. This pleased Mr Pidgeon "as Lord Clermont having given an abatement of 30% I couldn't have managed the tenants otherwise".¹¹³ A similar abatement was granted the following year and the college and its valuer eventually swallowed their objections to Mr Rennick, enabling the revaluation to proceed at last. But the college did not manage to succeed in having the new valuations accepted as the judicial rents, as the following table of the larger rents shows:

<u>Tenant's Name</u>	<u>Old Rent</u>	<u>Judicial Rent</u>	<u>Valuation</u>
Loughlin Byrne	£50.18. 4	£44.15.10	£45.10. 0
Loughlin Byrne	£22.16. 8	£17. 0.10	£21. 5. 0
Thomas Kelly	£76.13. 6	£66. 0. 0	£83. 0. 0
James Green	£102.16.10	£75. 0. 0	£90. 0. 0

The many concessions which the college had made in respect of Killanny¹¹⁴ at least ensured in 1887 "a pretty fair collection - the tenants met on the previous Sunday at the league rooms, but no action was taken. I suppose they felt that they had been treated so generously by the college that they could not make out a grievance ... McKitterick against whom we have an ejectment and whom you told in March that if he paid a year's rent in harvest the decree would not be enforced, paid nothing and is a determined Leaguer".¹¹⁵ The agent's words about this last tenant may be contrasted with the terms in which McKitterick himself had written to the bursar promising to pay after the harvest:

"... but it is a feeling thing that eight in family must do without the comfort of a drop of milk".¹¹⁶

In their first memorial to the board after becoming direct tenants in 1885, the Farrancliffe tenants declined to accept an allowance of 10%, and spoke of there being "at present living on this little property close on eighty persons ... not sufficient in times like these for more than one-third of that number". They went on to paint a depressing picture: "butter sold this season at two-thirds of its usual price ... the hay saturated with water and thereby deprived of its nutriement is almost unable to keep any beast alive. The soil being naturally damp and callous, the oat and potato crops have suffered severely from the rain ..." and they pointed out that Richard Wall had given them a reduction of 20% in a much better year.¹¹⁷ The agent, W. S. Cox, however, advised the board that the rents were all under the PLV (with one exception which was a judicial rent) and he reiterated his recommendation of 10%, remarking "no doubt the prices of butter have been exceedingly low, but the yield was much above an average".¹¹⁸ Under the threat of writs, the payment of rent on this basis was achieved for the two gales in 1886, but the board was obliged to concede 25% in 1887 and subsequent years. In 1887, those Ballycahill tenants who had not had judicial rents fixed had to be allowed 20% "in consequence of the unprecedented circumstances of the present summer"¹¹⁹ - presumably a reference to the severe drought of that year - while in Co. Limerick, Ardmore, Corbally and Pullagh had to make do with allowances of only 10%

Financial returns from the directly-held estates dropped steeply in the decade following 1879. But the extent of the decline varied extensively between one estate and another, depending on

whether rents had been increased to take a share in the agricultural prosperity of the preceding decades. Ballycahill was high-rented, largely because of competition among the tenants themselves for meadow land: the head rent had been £518,¹²⁰ and the college in 1880 succeeded to a rental of £1,015 and thus a considerable rise in college income might have been expected. In the event, despite all the difficulties which the college was to encounter on this estate, net receipts over the period 1880-90 were £7,154 compared to the £5,180 which would have been received had the middleman's lease continued. This surprisingly satisfactory conclusion was reached after ten years in which the skill and patience of the agent were taxed to the limit. On Garvey's advice, the college declined to take over the middlemen's arrears and thus at least it started with a clean slate. But the rental furnished by Toler Garvey for the first three and a half years showed that no less than £2,539 of arrears had then accumulated to 1 November 1882. The explanation lay not so much in the area of agricultural distress as in that of tenant intransigence. Protracted negotiations, involving a revaluation, took place about the rent which Mr Roe should pay for the farm in his own hands and a settlement of this, Garvey pointed out, "would greatly facilitate my dealings with the other tenants".¹²¹ The other tenants led by John O'Meara, who was also a local auctioneer, similarly demanded a revaluation by two valuers, one to represent the college and the other the tenants. W. H. Gray was appointed to act for the college and much to the fury of the tenants, his valuation exceeded their existing rents. They had paid no rents since May 1880 and as Garvey remarked, "their idea is to drift without paying as long as possible in the hope arrears will be dealt with by legislation".¹²² Most

being non-resident were in a strong position to withhold their rents since ejection meant very little to tenants without either houses or stock to loose. They adopted the standard Land League practice of offering the government valuation despite the fact that it was only half their rents and that Garvey had offered to accept rents less 25% pending the result of the protracted arbitration. Garvey recommended that if the valuers could not agree on an arbitration (they did not) proceedings should be taken to compel them to pay the old rents or to take their cases into the land court. This advice was given to the bursar in November 1882, yet it was not until the following September that the college law agent was getting round to serving an ejection on almost the entire estate. It is significant that at no time did tenants seek to have their rents made judicial by the land courts - but then the non-resident tenants were not eligible to make use of the courts.

At first sight, the valuation of W. H. Gray, which increased the total rental of the estate, was surprising. But as Garvey pointed out, in many particular cases his valuation was under current rents, while "the sub-commissioners at present sitting here have told me what a high opinion they have of his ability".¹²³ Some of the leading tenants seem to have been difficult to please: Gray had valued the farm of John O'Meara at £64.6.10, and O'Meara accepted Thomas Fitzgerald, the Dublin valuer, as umpire. Fitzgerald fixed the rent at £55.18.0 which was immediately accepted by the college, but O'Meara still refused, only offering £50.¹²⁴ Eventually, with the aid of writs, tenants settled on the basis of Gray's valuation less 20% in 1883-4.

In the case of Killanny, the college reaped the rewards of Sir Cavendish Foster's easy-going ways which it had done nothing to change. In the agent's words the rents were "really absurdly low" yet the Land League had decreed that no rents should be paid in Co. Louth without some reduction.¹²⁵ Because they had increased their rents to keep pace with the rising prosperity in the good years, the Bath and Shirley estates could well afford to offer 20% reductions for 1880 and 1881, but the college could not. The college also fatally neglected the weapon used effectively on many other estates, of taking proceedings against carefully selected tenants who were clearly in a position to pay up their rents. As Filgate reported of the Killanny tenants: "some who paid nothing last year could very well have done so ... they won't pay without pressure, although well able to".¹²⁶ Yet nothing was done, apart from the dispatch of strongly-worded missives by the college law agent. These had proved an effective means of dealing with arrears on the part of the gentry - applied to tenants such as those of Killanny and Ballycahill, it was worse than useless in that it was taken as a sign of weakness. The failure to take proceedings against defaulters eventually completely eroded the position of the Killanny agent. Since there were many inequalities in the rents, the new agent, H. R. Pidgeon, supported the tenants' request on this estate for a re-valuation. But, for whatever reasons, this was not actually carried out until November 1886. Meantime, in 1883, the college had wiped out the hanging half year of arrears and waived any further payments on the drainage loans. The new valuation reduced the rental from £1,148 to £918, and in December 1886, the college agreed to forgive

all rent and arrears up to and including May 1884 (having previously remitted a half year in 1882) and to accept rents on the new basis from that date.¹²⁷ Annual net receipts over the period 1880-90 were £610 which although well in excess of the college's previous head rent, amounted to only 53% of the unreduced rental.

In the case of Monaquid, the college doubled its income on the expiry of the middle-interest in 1863 and, as had been shown, arrears were negligible until 1879. But thereafter, arrears mounted sharply and despite allowances remained at over £1,000 (cf. a rental of c. £570 per annum) between 1884 and 1891. Net receipts for the period 1880-90 were nevertheless £4,397 or 70% of the gross rental, an achievement made possible mainly by the virtual absence of any expenditure on the estate.

Rusheen (4,107 acres) did not come into the college's possession until the surrender of Colonel Crosbie in 1887, by which time his sub-tenants were demanding 30% abatements on even judicial rents. His perpetuity rent after the first decennial revision was £1,063¹²⁸ and after the land court reductions his profit rent was said to be "almost nil".¹²⁹ The tenants do not seem to have grasped this, for their strategy was to absorb the middleman's "margin" as a means of obtaining reductions on their judicial rents. J. E. Butler, who had been consulted by the board, pointed out that if the college agreed to such reductions it would stop all payment on the surrounding college (perpetuity) estates. In the event, both college and the perpetuity lessees found themselves obliged to give substantial reductions on both judicial and non-judicial rents.

As at Ballycahill, the former middleman was allowed to retain a substantial amount of land in his own hands - Colonel Crosbie was

given a ninety-nine year lease of 564 acres, doubtless part of the better land and he was charged a rent of £233, despite the fact that Colonel Crosbie owed the college arrears of some £4,000, which had to be written off. Neither Roe nor Crosbie had residences on these farms, and no thought seems to have been given to using them to relieve over-crowding among the occupying tenants. In spite of a 25% reduction already granted, the tenants of Rusheen in August 1887 adopted the plan of campaign. After a good deal of negotiation through the parish priest, the college had to concede a 32½% abatement, pending the decision of the commissioners examining the adjustment of judicial rents; and the greater number of tenants paid on this basis. But the tenants continued to be wretchedly poor. Even if the college took proceedings for the recovery of rent, one result was to drive them ever more hopelessly into debt to money lenders.

After twenty-five years of college management, the Rusheen estate as a whole was as poverty stricken as it had been under the middleman. In a report written in 1912 advising the immediate sale of the estate, Toler Garvey summed up the situation:

"the tenants are not only poor but demoralized and their system of farming by sale of meadowing the worst possible both for themselves and the land - many of them have paid little or no rent for years and far from being the better of it are paupers ..."¹³⁰

In the ten year period, 1888-97, the average annual remittance to the bursar was only £615 or 38% of the rental, although there was an improvement over the following six-year period to 1903, when the average net remittance was £832. By 1912, arrears of £12,841 had accumulated which, as Garvey pointed out, could be regarded as lost.

In view of the poor financial return from this estate, it is hardly surprising that little was spent on improvement. In 1895, £100 was contributed from the estate revenues towards the establishment of a creamery in Ballylongford, while the only other significant expenditure was on keeping in repair the embankment against an arm of the sea. In 1897, £149 went to repair a breach and provide new sluices, while two years later £200 was granted to Colonel Crosbie to assist him to carry out his obligation in his lease to keep the embankment, fronting his farm, in repair.

Corbally was one of three mid-Kerry properties to fall in between 1888 and 1890 and none of the middlemen concerned, seemed to have possessed much skill in managing their tenants. Corbally (766 acres) represented a moiety of Ballybranagh which had been held by the Stoughtons prior to 1848 and where the college had deliberately chosen to prolong the middleman system. By 1882, William Pope (who lived in Tralee) was in trouble. He informed the bursar that he had received only "a few pounds" from the property. He believed that the tenants were all able to pay but they claimed to be afraid to do so: "the fact is ... they are holding back in the hopes of further favourable agitation and legislation". In the circumstances, he advanced a remarkably charitable view on the subject of eviction: "when with the assistance of the Property Defence Association a successful seizure and sale does take place, it proves very often to be the utter ruin of the tenant. This result, however much the tenant may have deserved it, cannot in the present state of the country be of any advantage to any person".¹³¹ His college rent was £175 compared ^{to} his own rental of £218 and in 1887 he was unable to pay anything, having received nothing from the property other than what

would cover fees and taxes. In the following year, he was obliged to surrender the holding owing six years rent (over £1,000) in spite of which he was granted £50 by the college as a gift. G. R. Browne¹³² was placed in charge. His first account for the year ending 25 March 1889 showed arrears at the beginning of the year to have been £177, but £375 (less £49 abatements) was received so that a good start had been made in recovery of the outstanding arrear.

In the case of Cahirbreagh (387 acres) the joint middlemen, Lieutenant Colonel O'Malley and Miss de Courcy, allowed their lease to lapse in 1888 and once again G. R. Browne was placed in charge and authorised to agree judicial rents with the occupying tenants without recourse to the land courts. An unusual feature here was the presence of two large farmers who had three and one sub-tenants, respectively. These sub-tenants were made direct tenants of the college. It was hardly surprising that the middlemen had surrendered - their rent was £100 and the occupiers rental only £117 gross.

The middleman of Kilbane (292 acres) was the heavily embarrassed Sir Rowland Blennerhasset.¹³³ In 1881, in response to an application for rent, Richard Huggard, the newly appointed agent,¹³⁴ informed the college law agent that there were large arrears on the part of a great number of the tenants, against several of whom he had to commence proceedings: "there was a complete organisation amongst the tenantry to pay no rent and this organisation I have been gradually weakening down".¹³⁵ By 1883, Sir Rowland owed almost five years rent and the college agreed to accept a surrender; the rents then due by the occupying tenants to be assigned to the college. But either Sir Rowland or Dr Huggard or both were not entirely frank and

it was not until 1886 that the college law agent discovered that there were mortgages to the extent of £18,000 effecting the lands. "Am I to assume", demanded the outraged Mr Nunn, "that Sir Rowland Blennerhasset kept you in entire ignorance of this when you said 'he is in a position to execute a legal surrender'?"¹³⁶ In 1888, Nunn was still awaiting an account of the rents which he assumed had been accumulating to the credit of the college ever since 1883. Eventually, when in December, the account was produced it amounted to only £209 for the five year period.¹³⁷ "This has surprised me very much", remarked Nunn and he asked G. R. Browne to check discreetly how the occupying tenants stood with their rent payments: in fact, their rental now amounted to only £54 per annum. This is a good illustration of how the college lost by an over-dilatory approach to middlemen of high social standing. The fact that Sir Rowland owed almost five years rent in 1883 should have led to an immediate ejectment, instead of a postponement lasting a further five years. It was not until 1891 that Sir Rowland was finally ejected and arrears of £1,433 were lost. The possibility of distraining on his personal possessions was not even considered.

After 1889, Corbally (Co. Kerry) and Cahirbreagh (and later Kilbane) were treated as a single unit for accounting purposes, being in the care of the same agent. Receipts from tenants (after allowances) over the ten-year period 1890-99, averaged £336 or 80% of the rental, while the net income remitted to the bursar over the same period averaged £243 per annum or 65% of the rental. This return may be compared with the combined former head rent from the three properties of £387 per annum, which the college received

without any of the correspondence and administration inescapable from the management of small occupying tenants.

Cahercullinagh (1,049 acres) south-west of Tralee, had the four Misses Chute as its middlemen. They seem to have been acquainted with the college law agent, J. H. Nunn, who took a fatherly interest in their embarrassed affairs. In spite of every respite which he could afford them, they had eventually to be evicted in 1895 for non-payment of rent and they were assigned pensions of £20 per annum each by the college, in spite of the fact that arrears of £2,129 had to be wiped out.¹³⁸ There were only nineteen tenants with a rental of £232 compared to the previous head rent of £180. The impossibility of the position which the Misses Chute had sought to occupy is demonstrated by the fact that in only one year over the period 1897-1906, did the sum remitted to the college equal the amount of the previous head rent.¹³⁹ Arrears were regularly returned at £116 until 1904, which indicates the presence of a persistent arrear since the full amount of the rental was received in these years. Most of the rents were judicial and in 1904 the tenants applied to have a second term fixed and paid only £120 in anticipation of a reduction. But they did not proceed with their application since the college soon after agreed to sell the estate under the 1903 land act. But, as elsewhere, an arrear once incurred proved irrecoverable: in 1906 the college was obliged to accept a half year's rent in discharge of arrears amounting to £252,¹⁴⁰ the agent having reported that two of the defaulting tenants had no goods to be seized and that a third was a pauper.¹⁴¹

The Kilbane tenantry had a history of combinations against the payment of rent and when they became direct tenants it was proposed to fix their rents by arbitration. They ingeniously suggested that their parish priest should be their valuer and that his curate should be umpire in case of disagreement with the college valuer; a procedure which, it is hardly necessary to say, was indignantly repudiated by the bursar.¹⁴² The "only black sheep on the little property" was Patrick Reidy¹⁴³ (annual rent £17.10) and the extent to which landlords now accepted boycotting as a normal hazard of rural life is shown by the law agent's directive "if he will not agree to sell his interest ... you are to proceed to evict him. Even should the farm be boycotted it will be better than leaving him in possession paying nothing".¹⁴⁴ Nor was this a particularly disturbed part of Kerry, for in a memorial on Reidy's behalf, the parish priest of Ballymacelligott remarked, "if another person succeeds him in the holding a door to disorder and outrage will be opened in a district where order and tranquility at present prevail universally".¹⁴⁵ The agent's hope was that either Father O'Leary would get some of Reidy's friends to assist him to acquire three or four cows or else that Reidy should get his son married and thereby procure a fortune of at least £70 to £80 with which to stock the lands. Neither plan came immediately to fruition - Reidy who had paid nothing for the previous five to six years, was evicted and promptly built himself a hut adjoining the property "for the purpose of intimidating any person taking the lands". The last we hear of the case is in May 1892, when some of Reidy's friends called on the agent who considered that a settlement was now in sight.¹⁴⁶

The last of the middle interests to determine was that of Rathanny (632 acres) in 1900. This estate lay near Ballymacelligott but differed from the other properties in the area in that most of it was taken up by Rathanny House and demesne occupied by the college tenant, Mr F. C. Peet. He had a perpetuity lease at £205 well below even the poor law valuation of £267, but was nonetheless for many years hopelessly insolvent. In 1886, he owed five and a half year's rent and shortly afterwards a receiver was appointed by the college to collect all occupier rents on its behalf. But by 1893 this device had succeeded in bringing the payment of rent only up to 1 November 1888. By now, Mr Peet's interest was little more than nominal and it became a content between creditors mainly the college and the Representative Church Body which had made large advances on mortgage. The estate was eventually sold in 1900 in the Landed Estates Court for £5,008, out of which the college took £4,570 for the redemption of the head rent¹⁴⁷ and five years of outstanding arrears, thus leaving the other creditors with virtually nothing - Peet's application for an ad misericordiam allowance from the college was refused.¹⁴⁸

But the habit of expecting abatements had become so firmly established that the college found itself having to continue to allow them in order to secure the payment of rent even though most rents had by now been registered as judicial almost always at a considerable reduction. Predictably the Duhigs of Knockuregare fared best of all: although the rent in their leases was nominally £125, it had been reduced by stages to £100 in 1882 "with definite notice to them that no further remissions would be made";¹⁴⁹ notwithstanding which they managed to secure a further 15% abatement

annually from 1886. When their thirty-one year leases expired in 1900, they proceeded to have judicial rents fixed by agreement with the college at £70 for each holding.¹⁵⁰ Thus they had managed without recourse to the land courts to achieve a 44% reduction in their rents between 1869 and 1900, and John Duhig in addition had a year's rent (£100) written off in 1896.

Ardmore and Corbally, had been in receipt of 20% allowances and they were reduced in 1889 to 15%. W. S. Cox had considered the tenants of this estate to be "a troublesome lot" with "really good land",¹⁵¹ but he had now been succeeded by his assistant, James Welply, who was inclined to prefer the line of least resistance both here and elsewhere. In 1893, the Ardmore and Corbally tenants demanded 30% and Welply informed the bursar that he considered the existing rents high and recommended 20% "so long as the present agricultural depression continues"¹⁵² which, as far as the tenants were concerned, was to be forever - they secured their abatement annually until the sale of the estate in 1907, when £235 arrears were lost. Significantly, they never applied for judicial rents.

At Ballycahill allowances of c. 15% were being given to a majority of tenants during the late 1880s, specifically as a compensation for the lack of a road.¹⁵³ By 1893, the allowance had shrunk to 10% and there was no further mention of the road. By this time too, five tenants had judicial rents fixed by the Land Commission, and in 1895 there were eighteen such tenants who consequently received no allowance. The difficulty of ever salvaging satisfactorily a tenant who drifted into insolvency is demonstrated by the case of Joseph Kennedy on this estate. In 1890, the board forgave £154 out

of an arrear of £311, Kennedy paying up two years rent of £39 per annum. But by 1897, Kennedy was again in difficulties, now owing £188 and the agent proposed to put his interest in the farm up for sale having obtained a judgement on a writ. For reasons which do not appear, Garvey relented and allowed him to split his holding and to sell off a six and a half acre field to another tenant. A further £129 was forgiven on condition that Kennedy paid up three years of his revised rent of £30. In effect, therefore, Kennedy was presented with seven and three-quarter year's rent free occupation of his substantial holding as a reward for unsuccessful farming. In general, however, payment of rent on this estate recovered satisfactorily during the 1890s. Arrears standing at £623 in 1892 or 77% of the rental had by 1903 shrunk to £347 or 40% of the rental.

At Ballymacaward the rent had been fixed at £300 in 1890 after the expiry of the lease which had reserved one of £350. Nonetheless, an allowance of 25% had to be given in 1893 "in consequence of the depressed condition of agricultural production".¹⁵⁴ At Knockainy, an allowance of 10% was given throughout the 1890s, but only to those who paid up a gale in full. A similar abatement was given at Monaquid but tenants who held judicial rents were excluded.

Knocknamon in Co. Kerry furnishes perhaps the best example of wasted indulgence on the part of the college. The five tenants had been allowed to get completely out of hand by Thomas Greany who had resigned in despair in 1885 and J. E. Butler, who was then placed in charge, had little success in bringing them to order. The college had already contributed substantially to improvements since it came into possession in 1869 - £185 on a rental of only c. £180, besides

giving a 20% reduction throughout the 1880s. Over the period 1884-1904, the tenants paid only £2,166 or 58% of the nominal rental. Yet only £18 was extinguished under the arrears act. The remainder was lost by the inability of the college to enforce payment. Thus, arrears of £691 were wiped out in 1888, £429 of this (nearly six year's rent) pertaining to Alexander Thompson the largest tenant - an attempt to seize his cattle had failed. In spite of thus being given a fresh start, he continued to pay little or no rent (for example, £10 in 1892) until he was evicted in 1894 leaving an arrear of £257. Patrick O'Brien had been allowed £40 for new buildings in 1887 despite the fact that he owed three year's rent (£120) which in 1894 led to £125 of arrears being written off. Meanwhile, the land court had reduced his rent from £40 to £37, an indication that he had not been highly rented. The college stocked Thompson's farm itself between 1894 and 1900 when Denis Sheehan as "Reps A. Thompson"¹⁵⁵ was installed as tenant at a reduced rent of £55 per annum on paying up £100 of Thompson's arrears while the college once again wiped out large sums - on this occasion £183.¹⁵⁶ The estate was eventually sold in 1908 for only 18.4 years purchase with accumulated arrears of £600 being lost.

No clear picture emerges from this study of the college's relations with small occupying tenants during the latter half of the nineteenth century. Success or failure in respect of each individual estate was effectively controlled by two factors: first was the level of rent charged by the middleman. Since these rents were almost always taken over by the college without alteration, the financial returns from direct management were related to the extent

that the estates had been rack-rented¹⁵⁷ by the middlemen. Secondly, although a drop in income was experienced on all estates during the distressed and turbulent two decades at the end of the century, the size of these reductions depended not so much on the land courts and the other machinery of the 1881 land act, as on the management abilities of the various local agents and not least their ability to secure a sufficient measure of independence from the college to enable them to issue legal proceedings and ultimata of various kinds as and when they judged these to be necessary.

FOOTNOTES TO CHAPTER 7

1. Knockainy, Co. Limerick (286 acres) in 1852;
Dromnamarka, Co. Tipperary (140 acres) in 1852;
Ardmore and Corbally, Co. Limerick (164 acres) in 1864;
Monaquid in the Queen's County (1,265 acres) in 1865;
Iveragh, Co. Kerry (8,808 acres) in 1865;
Knocknamon and Lacka, Co. Kerry (496 acres) in 1869;
Knockuregare, Co. Limerick (358 acres) in 1869;
Killanny, Co. Louth (1,145 acres) in 1873;
Gardenkist, Co. Westmeath (65 acres) in 1871;
Pullagh, Co. Limerick (219 acres) in 1875;
Ballycahill, Co. Tipperary (1,185 acres) in 1880;
Rathcoursey, Co. Cork (466 acres) in 1880;
Farrancliffe, Co. Tipperary (277 acres) in 1885;
Rusheen, Co. Kerry (5,107 acres) in 1886;
Corbally, Co. Kerry (766 acres) in 1888;
Caherbreagh, Co. Kerry (387 acres) in 1889;
Kilbane, Co. Kerry (292 acres) in 1890;
Cahercullinagh, Co. Kerry (1,047 acres) in 1895.
- ~~2.~~
3. See S. Clark: Social origins of the Irish land war, 256.
- ~~4.~~
5. It was general practice for a head landlord to accept the occupiers at their existing rents.
6. The tenants in the college books were "Wade and McDonnell" whose interest seems to have been held by Sir Edward McDonnell, a Dublin merchant who was chairman of the Great Southern and Western Railway. He had been knighted by the Lord Lieutenant in 1849 on the completion of the line to Cork (Book of Knights).
7. T. Kearney to Reverend Humphrey Lloyd, 12 March 1852.
Mun/P/23/1745.
8. Ibid.
9. William de Courcey O'Grady to the bursar, 20 November 1852.
Mun/P/23/1753.
10. Mrs Eliza O'Grady to the bursar, 16 June 1856. Mun/P/23/1765
(10).

11. Incumbent of Portmarnock, Co. Dublin - the lease had been in the possession of the Baker family of Lismacue, Bansha, since 1723, and the land had come into the possession of the college shortly after its foundation. It had been formerly the property of William, son of Conogher O'Kennedy who had been attainted of high treason. (Lease of Provost Travers, 22 December 1597).
12. Kearney to the bursar, 4 March 1852. Mun/P/23/1743.
13. Ibid.
14. In 1857 the bursar declined to renew the lease of Ardmore and Corbally while in 1856 the tenant of Knockuregare had unsuccessfully negotiated for a perpetuity.
15. Thomas Kearney to the bursar, 13 June 1859. Mun/P/23/1775 (2).
16. Thomas Kearney to the bursar, 10 April 1859. Mun/P/23/1773.
17. Patrick Duhig to the author, October 1975.
18. W. S. Cox to J. H. Nunn, 19 June 1869. Mun/P/23/1785 (1).
19. The Reverend Sir Hunt Johnson Walsh (1789-1865) Vicar of Stradbally, Queen's County, 1817-58; succeeded his brother as third baronet 1848. A noted horticulturist.
20. Memorial of the Cappabeg tenants, 27 December 1880. Mun/P/3/824.
21. Apart from the sixty-five acre holding of Gardenkist in Co. Westmeath.
22. Second baronet (d. 1857).
23. Vere Foster to the bursar, 5 January 1874. Mun/P/28/191.
24. Third baronet (1817-90. Rector of Theydon-Garnon, Essex from 1843.
25. The Reverend Sir Cavendish Foster to the bursar, 22 December 1858. Mun/P/28/176 (2).
26. BR 4 October 1873.
27. (1777-1867). Rector of Kilkeady, Co. Limerick 1799-1867.
28. Except in that of the two Duhig brothers at Knockuregare.
29. Mun/P/23/1806 (2).
30. £195.

31. Thomas Kearney to the bursar, 7 February 1859. Mun/P/23/1772 (2).
32. Mun/P/23/18¹²2 (5).
33. Memorial of the Cappabeg tenants, 27 December 1880. Mun/P/3/824.
34. Memorial of Robert Roe, 10 November 1880. Printed. Mun/P/23/1825.
35. This estate was decreed to the college by the court of chancery in England in satisfaction of a legacy of £1,000 left by Dr Elias Travers for the purchase of an impropriation and it was confirmed to the college by letters patent of 18 Charles II.
36. It was later discovered that Roe's lease had not in fact been perfected.
37. BR 16 October 1880.
38. Report by T. R. Garvey. Mun/P/23/1836(a).
39. R. Lyons to T. R. Garvey, 24 August 1880. Mun/P/23/1836 (2).
40. Report by T. R. Garvey, loc. cit.
41. Joseph Leeson created Baron Russborough 1756 and earl of Milltown 1763.
42. Vicar of Ballingary, Co. Tipperary, brother of the Reverend Charles William Wall, fellow and vice-provost of Trinity College Dublin.
43. In Mun/V/57/4.
44. See Hubert Gallwey: The Wall Family in Ireland 1170-1970 (Naas, 1970).
45. BR 11 November 1871. In 1871 a new twenty-one year lease was offered at £130 per annum and fines cf. the net rent of only £92 in the then existing lease.
46. Thomas Kearney to the bursar, 24 October 1852. Mun/P/33/1750.
47. Ibid., 29 October 1852. Mun/P/23/1749 (4).
48. Ibid., 27 September 1852. Mun/P/23/1748.
49. Ibid., 26 October 1852. Mun/P*23/1752.
50. Ibid.
51. This was untrue, the college only came into possession in 1865.

52. Memorial of Catherine Quinn, 23 December 1887. Mun/P/3/1095.
53. Report by George Shannon, 19 January 1888. Mun/P/3/1092.
54. Memorial of James Feeney, 17 December 1887. Mun/P/3/1093.
55. Report of George Shannon, loc. cit.
56. Terence and Michael Doherty to the board, 20 December 1887. Mun/P/3/1096.
57. See J. A. Gaughan, Listowel and its vicinity (Cork 1973), 524.
58. J. E. Butler to the bursar, 6 October 1886. Mun/P/3/112.
59. Mun/P/3/102.
60. W. S. Cox to the bursar, 25 October 1886. Mun/P/3/239.
61. Richard Rahilly to W. S. Cox, 4 February 1890. Mun/P/3/281.
62. BR 8 February 1890.
63. W. S. Cox to the bursar, 24 December 1870. Mun/P/23/1785 (4).
64. John Duhig to the bursar, 15 November 1872. Mun/P/23/1786.
65. *Ibid.*, 30 March 1874. Mun/P/23/1789 (1).
66. BR 27 November 1875.
67. Memorial of Ellen Riall. Mun/P/23/1767 (1).
68. Kearney to the bursar, 16 November 1856. Mun/P/23/1767 (3).
69. H. Needham to the bursar, 14 March 1866. Mun/P/23/1644.
70. For example, James Byron of Dromnamaka who borrowed £65 in 1871 and £95 in 1872. He made repayments only to 1875 and ten years later the college decided to wipe out the accumulated arrears rather than take proceedings.
71. BR 11 December 1880.
72. H. R. Pidgeon to the bursar, 26 October 1883. Mun/P/3/1014.
73. Daniel McCarthy to the board, 18 June 1883. Mun/P/3/760.
74. BR 11 October 1890.
75. Minutes of evidence taken before the select committee on the Tenure (Ireland) bill, 16 HL 1867, XIV, 456.
76. H. R. Pidgeon to the board, 8 January 1883. Mun/P/3/1013.

77. W. S. Cox to the bursar, 6 December 1889. Mun/P/3/279.
78. W. S. Cox to the board, 12 February 1887. Mun/P/3/245.
79. The receipt furnished to the college was counter-signed by the parish priest of Lattin.
80. In 1877 Captain Filgate had described the buildings as "good and convenient yet still hardly sufficient for the farm" (Filgate to Nunn, 2 October 1877). Mun/P/28/217.
81. At 5% over thirty-five years.
82. BR 4 February 1882.
83. As early as 1856 Thomas Kearney stated that agricultural prices had risen by 25-30% over the previous four years.
84. The committee consisted of the vice-provost (Dr A. S. Hart), the bursar (the Reverend Dr Carson), and the senior proctor (the Reverend J. A. Galbraith), BR 29 September 1879.
85. Mun/P/23/1792.
86. Needham to the bursar, 13 October 1879. Mun/P/23/1792 (2).
87. W. de S. Filgate to James Devlin, 27 September 1879. Mun/P/28/220.
88. W. de S. Filgate to the bursar, 9 October 1879. Mun/P/28/221.
89. See James S. Donnelly Jnr, The Land and the People of nineteenth century Cork (London 1975) 265.
90. BR 18 October 1865.
91. Henry Likely to the bursar, 1 March 1881. Mun/P/3/736.
92. W. de S. Filgate to the bursar, 3 August 1881. Mun/P/3/415.
93. Memorial of the tenants of Killanny, 18 October 1881. Mun/P/28/223(a).
94. Filgate to the bursar, 19 November 1881. Mun/P/3/422.
95. Ibid., 19 November 1881. Mun/P/3/422.
96. Ibid., 12 July 1882. Mun/P/3/424.
97. Filgate to J. H. Nunn, 22 September 1882. Mun/P/3/424.
98. H. R. Pidgeon to the board, 8 January 1883. Mun/P/3/1013.
99. Lieutenant Colonel E. Herbert to the bursar, 13 July 1881. Mun/P/3/584.

100. Garvey to the bursar, 18 October 1881. Mun/P/3/481.
101. For example, the following fair rent agreements of Knockainy were sealed on 9 February 1884:

<u>Name</u>	<u>Old Rent</u>	<u>Fair Rent</u>
John Dunworth	£93. 9. 0	£90. 0. 0
John Grady	£39.14. 7	£39.14. 7
Thomas Hennessy	£44.12. 6	£44. 0. 0
Michael Real	£44.13.10	£40.15. 0
Thomas Toomey	£13.18. 6	£13. 5. 0
William Neille	£5. 0. 0	£4.10. 0

102. Cox to the bursar, 26 October 1885. Mun/P/3/222.
103. Ibid., 23 November 1885. Mun/P/3/228.
104. Ibid., 28 May 1886. Mun/P/3/235.
105. Ibid., 17 November 1886. Mun/P/3/243.
106. Ibid., 13 November 1886. Mun/P/3/242.
107. Ibid.
108. Dane and Todd to J. H. Nunn, 24 September 1890. Mun/P/3/307.
109. Thomas Byrne to the bursar, 7 October 1887. Mun/P/3/162.
The letter is written on heavily embossed paper.
110. But this was still more than the £70 which he had paid to the middlemen before the college came into possession in 1880. This is the only case which had come to light where the college raised the middlemen's rent on an occupying tenant.
111. Toler Garvey to the bursar, 12 August 1884. Mun/P/3/513G.
112. Ibid.
113. H. R. Pidgeon to the bursar, 23 October 1885. Mun/P/3/1019.
114. In addition to those already mentioned, the college at the end of 1886, forgave all rent and arrears due up to and including May 1884. BR 4 December 1886.
115. William Columb to the bursar, 8 October 1887. Mun/P/3/186.
116. McKitterick to the bursar, March 1887. Mun/P/3/777.
117. Memorial of the tenants of Farrancliffe, 4 October 1886. Mun/P/3/409.

118. W. S. Cox to the bursar, 19 October 1886. Mun/P/3/237.
119. BR 15 October 1887.
120. Bursar's account book. Mun/V/81/6.
121. Garvey to the bursar, 24 September 1881. Mun/P/3/478.
122. Ibid., 4 May 1882. Mun/P/3/486.
123. Ibid., 17 November 1882. Mun/P/3/498.
124. Garvey to Nunn, 26 November 1883. Mun/P/3/507.
125. W. de S. Filgate to the bursar, 3 August 1881. Mun/P/3/415.
126. Ibid., 22 April 1881. Mun/P/28/223.
127. B@ 4 December 1886.
128. This was specifically stated to be only three fourths of the letting value and from this was deducted an allowance of £97 per annum, being 4% on the "unexhausted value of his improvements". BR 8 October 1887.
129. Report by J. E. Butler. Mun/P/3/113.
130. Report of T. R. Garvey, 23 April 1912. Mun/P/3/1622 (1).
131. William Pope to the bursar, 3 May 1882. Mun/P/3/1031.
132. Solicitor of Listowel; son-in-law and agent of Wilson Gun of Rattoo, one of the large college perpetuity tenants.
133. The Right Honorable Sir Rowland Blennerhasset P.C., J.P., LL.D., (1839-1909) succeeded his father as fourth baronet 1849; M.P. for Galway 1865-74; for Kerry 1880-85; high sheriff of Kerry 1866; commissioner of national education in Ireland; inspector of reformatory and industrial schools, Ireland 1890-96; president of Queen's College Cork 1897-1904.
134. Richard Huggard, LL.D. Solicitor of Tralee.
135. Richard Huggard to J. H. Nunn, 2 December 1881. Mun/P/3/612.
136. J. H. Nunn to Richard Huggard, 22 November 1886.
137. The college head rent was £112 per annum.
138. BR 12 October 1895, and 18 April 1896.
139. In 1901, £181 was remitted although if the ladies' pensions are allowed for the remittances would have been of the order of £200 per annum. Mun/P/23/1617.

140. Bursar to T. C. Goodman, 30 June 1906.
141. Rental of Cahercullinagh for 1905. Mun/P/23/1617.
142. J. H. Nunn to T. C. Goodman, 19 September 1891.
143. T. C. Goodman to J. H. Nunn, 25 November 1891.
144. Ibid.
145. Ibid., 17 May 1892. Mun/P/3/534.
146. Fitzgibbon commission, 188-9.
147. Ibid.
148. BR 21 April 1900.
149. BR 21 October 1882.
150. James Welply to the bursar, 20 October 1902.
151. W. S. Cox to the bursar, 9 December 1885. Mun/P/3/230.
152. James Welply to the bursar, 23 January 1893. Mun/P/3/1205.
153. These were the non-resident tenants renting meadow land alongside the river Suir to which there was no access other than through an adjoining estate, the tenants of which charged a toll.
154. BR 28 April 1893.
155. Possibly a son-in-law.
156. Rentals of Knocknamon. Mun/0/23/1616.
157. Used in the sense of a rent set at the full letting value.

CHAPTER 8Direct Management on the Iveragh Estate

The Iveragh estate of 8,808 acres in Co. Kerry occupied a large part of the northern half of the Iveragh peninsula west of Killorglin. It lay in three large divisions: the town of Cahirciveen and its environs; along the coast of Portmagee at the eastern extremity of the peninsula; and a broad saddle across Valencia Island. The greater part of the estate was mountain-pasture, bog or wasteland; only 3,882 acres being classified as arable by Maurice Collis in his 1843-45 survey of the estates of Trinity College.¹

Throughout the eighteenth century the Iveragh estate was held at least nominally by the Stoughton and Gun families as joint tenants. They were among the leading protestant families in north Kerry, and from 1669 had shared the greater part of the lands of the suppressed monastery of Arroasian Canons at Rattoo - Trinity College being also granted some of these monastic lands.² The Guns were already middlemen tenants of a considerable portion of the college estate in north Kerry, and they continued in that position for most of the nineteenth century. Until 1848 the Stoughtons held the Ballinabranagh estate in mid-Kerry. It is therefore, not immediately obvious why they held this extensive estate in a part of Kerry remote from their own residence. It is clear that the Iveragh peninsula, west of Killorglin, was virtually denuded of resident protestants of any substance, who during the operation of the penal laws, could have taken a lease from the college and sub-let in accordance with the usual pattern to the Roman catholic farmers.

The Stoughtons and Guns may, therefore, have been drafted by rising Roman catholic families such as the O'Connells, to take the college lease and then sub-let, reserving of course a profit rent to themselves.

The original surviving lease is of 21 December 1731, to Thomas Stoughton of Ballynoe and George Gun of Carrigafoyle, but that this was a renewal of an established arrangement is suggested by the fact that the lease was to run from the previous May, while the fact that the rent was to undergo a considerable increase in its third year would suggest that an existing twenty-one year lease was due to expire in two years. Thus, the Gun-Stoughton tenancy probably dated from at least 1711. In 1809, Thomas Stoughton assigned his interest in the lease to Sir Rowland Blennerhasset,³ and Daniel O'Connell, to hold in equal shares, and in the following year this consortium also acquired the Gun interest.⁴ But in actual fact, the O'Connell interest in these college lands was older than this. Between 1795 and 1798 the bursar's receipt book notes that the rent had been paid to him by Morgan O'Connell, while "Mr Daniel O'Connell's note" was specified as the mode of payment each year between 1803-09.⁵ This would suggest not merely that the O'Connell's were under-tenants - but that they had by the end of the eighteenth century acquired a considerable interest in the lease.

From 1810 until its expiry, the principal parties to the Iveragh lease were the O'Connells, the Blennerhassetts and the successive knights of Kerry. But their interests were not in equal proportions. That of the knights was not very significant, being confined to the college property on Valencia Island adjoining their

own land. In 1844 their respective per centage shares in the lease were O'Connell 73%, Blennerhasset 16% and the knight of Kerry 11%. Thus it was greatly in the O'Connell interest that the lease should not lapse and they found themselves having to undertake responsibility for the payment of the others' shares. The Blennerhassetts proved to be highly unreliable partners, with the additional complication that the lease was actually held by Arthur Blennerhasset⁶ as trustee. As early as 1809, James O'Connell, having applied to Rowland Blennerhasset for his share of the fines payable to the college for renewals, declared, "I fear from that gentleman's usual reluctance to pay money he will put me off to a remoter period ... with regard to Mr Gun we haven't the slightest chance of getting one shilling ..." ⁷ In the following year, James O'Connell informed his brother that he had forwarded a copy of the receipt to Sir Rowland and remarked:

"... If anything this old fox did could surprise me - it would be his having the impudence to deny a payment so lately made - and which I am convinced is regularly entered in his rent books - heretofore he often acted honestly (because he thought it the best policy) but now that he has arrived at the rank of a Baronet - I suppose he thinks it unnecessary to - any - longer". ⁸

It was the Blennerhasset connection which led to the eventual surrender of the lease, much to the O'Connells' chagrin. It had been usual to renew the lease every two to three years (although there was no renewal between 1824 and 1833) but after 1845, Frederick Blennerhasset proved unwilling or unable to raise the necessary sum

to pay the college fine on renewal.⁹ In response to a query in 1855 the bursar noted that the fine and fees for renewal had by now mounted to £3,390.¹⁰ His share of this was clearly beyond the resources of Blennerhasset and in any case, O'Connell and the knight of Kerry wished to take out perpetuities under the 1851 act which was even more costly. They asked the college to make them separate perpetuity grants on their paying up their share of the fines now due.¹¹ This the college declined to do and the lease ran out in November 1865, Blennerhasset having in the meantime in 1858 assigned his interest to a Cahirciveen butter merchant named Pierce Butler.¹²

The rent at the beginning of the eighteenth century (Ir.£37.15.3) / ^{reflected} the then prevailing low prices, but it was quadrupled in 1731. Further substantial rises took place during the latter half of the century and in 1806, 1810 and 1814, which brought the rent to £900 per annum. Due to the practice of annual renewal of twenty-one year leases, these rises were generally subject to a twenty-year delay in coming into effect; for example, the rise imposed in 1814 did not become payable until 1834 and pre-existing leases had first to run their course. Clearly the college was not backward in imposing increases in rent, but it failed to do justice to its own interests by basing these rent rises on the extremely low rent with which it entered the eighteenth century. A rent of £38 may have been appropriate for this remote peninsula in the unsettled conditions of late seventeenth century Ireland, it could not be an accurate yardstick of its true letting value one hundred years later. The fact that the middlemen were able to comfortably surmount massive increases should have been

sufficient indication for the college of the unrealistic basis on which it was pursuing its renting policies, but it is fair to point out that Green's valuation of c. 1780 valued this estate at £292.12.6.¹³ The rent was not raised between 1814 and the expiry of the lease; the rent remaining unchanged at Ir. £900,¹⁴ doubtless in recognition of the gathering rural crisis which preceded the famine.

What estimate can be made of the middlemen's profit? That it must have been substantial is shown by the fact that in 1809-10, Sir Rowland Blennerhassett and Daniel O'Connell together paid £1,500 to Thomas Stoughton and £2,855 to the Guns for their respective interest in the lease.¹⁵ In 1819 Daniel O'Connell was able to raise a mortgage of £700 on his college lands,¹⁶ but in 1823, James O'Connell in reckoning his brother's landed property (presumably in fee) at a clear £1,000 per annum, added "the value of that rascally college property is not worth mentioning".¹⁷ This judgement probably contained an element of strategic exaggeration, but it also reflected the post-war depression and the growth of agrarian unrest which will shortly be described.

The covenants in the lease of Iveragh were identical with those imposed elsewhere and remained unchanged from the earliest surviving lease of 1731 until the last renewal in 1845. Their content has already been discussed in chapter 3. Certainly as far as Iveragh is concerned, it is highly unlikely that any of the covenants were ever enforced. The obligation to build one stone house had some significance when it applied, as in the 1637 leases, to a tenant occupying one townland - it was virtually meaningless in the context of the Iveragh peninsula. The entertainment of the college agent

was to judge by other college leases related to the holding of the manor court - but in Iveragh there is nothing to suggest that such a court ever existed. Nor can the Roman catholic O'Connells have paid much attention to the prohibition of mass houses and the college made no attempt to lay on the additional £20 in rent provided for. Other estates also included covenants inoperative by tradition: the Roman catholic middleman under one of the Lansdowne grand leases happily bound himself to import three protestant families within five years.¹⁸

The depression after the Napoleonic wars seems to have hit Iveragh hard. Writing in 1816 James O'Connell said that it was impossible to describe "the wretched state of this country with respect to money". He had had "recourse to the harshest methods" to get money from the tenants, but without success.¹⁹ The growth of agrarian secret societies added to the O'Connell's difficulties. James O'Connell gloomily predicted at the beginning of 1822 that no money would be received "as every peasant in the barony of Iveragh is a whiteboy, and as such is determined neither to pay rent, tithes nor taxes".²⁰ Indicating with heavy irony the difficulty he would have in making up the head rent, James O'Connell conjured up an interesting picture: "your tenants as well as every other gentleman in Iveragh eat the pigs and the beeves and laid out any money they received since 10 November last (when Captain Rock first made his appearance) in buying clothes and whiskey".²¹ Thomas Reid noticed great signs of destitution in Iveragh when he visited it in the same year. Potatoes were being dug for food as soon as the bulb was formed and he encountered great crowds round Cahirciveen Rectory who had come to complain to the rector about the distribution of the relief being supplied by a London committee.²²

Ten years later, Henry Inglis noted that Cahirciveen, "O'Connell's Town", was said to be improving, but he did not think it would ever come to much, due to its unfavourable situation and dangerous navigation. The country round the town was only very partially reclaimed and Inglis remarked on the wretched cabins whose occupants paid "exorbitant" rents.²³ But the most detailed and searching examination of the Liberator as a college middleman was conducted by Thomas Campbell Foster in his letters to The Times in 1845. On the estate of Daniel O'Connell, he claimed, were to be found "the most wretched tenants that are to be seen in all Ireland. Though not the worst of middlemen, he lives by the system".²⁴ Campbell reckoned O'Connell's income from land to be c. £3,000 per annum, about two-thirds of which was obtained as a middleman on the college and other properties. He wrote of a "congregation of wretchedness called Cahirciveen with its dirty unpaved streets and old-hat mended windows" and asserted that O'Connell exacted three times the amount of his head rent. He compared all this with the neatly thatched and roomy cottages on the adjoining property of the marquess of Lansdowne, and used the occasion for a general attack on the middleman system in Ireland concluding, "were all sub-tenancies of land in Ireland made void ... the public good it would effect would be enormous".²⁵ There seems to be no doubt that the Liberator allowed sub-division to proceed unchecked and in his reply to Foster he admits as much, and his easy ways seem to have attracted squatters, who had been evicted from other estates. But it may well have been the case that "bad as they are, his tenantry would be much worse off without him".²⁶ Foster's account was borne out by the survey of the college landed estate which was undertaken by Maurice Collis and published in 1845.

The population of Iveragh estate was 4,542 (there were only 98 protestants). There were 803 occupiers, a number which did not follow the usual pattern and declined sharply after the famine. But only about half of these occupiers held under the college lessees, the remainder holding under middlemen. The fact that some 159 occupiers were not subject to any rent may afford some indication of the squatter population.

Most of the holdings consisted of one acre or less and there were only 77 holdings of more than 15 acres on the whole estate. 176 occupiers had no stock of any kind, while a further 141 had only pigs. The provision of houses was scarcely more encouraging. Although the number of families was 945, there were only 799 inhabited houses, mostly thatched and single-roomed. These were almost all of stone. Almost all occupiers were yearly tenants - there were only 152 leaseholders half of whom were in the town of Cahirciveen. A dispensary with Medical Superintendent had been in operation at Cahirciveen since 1815 and 6,425 persons had been "relieved" there during the year. It was supported by subscriptions amounting to £357 (including a county presentment of £146) the college only subscribing £10. In short, the college property was a good example of a grossly overcrowded, poverty-stricken estate of the period.

O'Connell employed a protestant cousin, John Primrose, as his agent at Cahirciveen from 1822 to 1846 at a salary of £100 per annum. His son Maurice O'Connell took over the management of the properties in the latter year. During the great famine Maurice O'Connell, though resident at Derrynane, certainly played an active part in attempts to alleviate distress at Cahirciveen, where he attended

weekly meetings of the Relief Committee.²⁷ In the spring of 1846, the Liberator and his son purchased a cargo of oatmeal for relief purposes which they transported to Cahirciveen in their own sloop. This may have been the ten tons of Indian meal about which the Liberator was in correspondence with Sir Randal Routh in January 1847, for which his tenants were to be allowed their own time for payment "provided they pay half a year's rent".²⁸ A modern commentator has overstated his case when he wrote that "most landlords at that time were careless, slovenly and negligent in the management of their property and O'Connell was no exception",²⁹ but it was certainly true that "the Kerry of O'Connell's day was a sordid, poverty-stricken, rural slum, where hunger and disease were rampant".³⁰

The island of Valencia was in the earlier part of the century something of an exception to the conditions depicted above. Described as "the granary of Kerry" the successive knights of Kerry could be described as improving landlords.³¹ In 1814, Thomas Radcliff reported that the knight of Kerry had built many comfortable farm houses both two storied and slated.³² During the famine year of 1822, relief oatmeal was in store at the knight's and applicants were required to swear affidavits before a J.P. and the rector as to the amount of potatoes they had dug.³³ In 1834 Inglis noted that though the houses were of a superior description, the land was let high; that the knight was much respected and had set a good example in improvements. By this time he was working the slate quarries on his own account, some of which were on the college property.³⁴ In 1846 they were said to have given ample employment to every able-bodied man on the island,³⁵ and hence Valencia must have avoided the worst rigours of the famine years.

Under the middlemen, the average annual college income from Iveragh was stated to be £1,807 (£1,727 after deduction of poor-rates).³⁶ The figure of £1,807 included, however, an allowance for fining down. But as the holders of the lease had not chosen to renew and had not therefore paid any fines since 1845, the college income from the property after 1845 was only £976 per annum (out of which it had in 1865 to pay £95 poor rates and £18 income tax). In November 1865, the college succeeded to a rental of £3,683 and in 1866 the sum actually received from the occupiers was £2,595, which by any standards constituted a considerable increase.³⁷ What was the level of income from the estate during the remainder of the century, and in particular how was it effected by the years of agricultural crisis, and by the several land acts? The following table expresses accumulated arrears carried forward at the end of each year as a percentage of the rental:

<u>YEAR</u>	<u>RENTAL</u>	<u>ARREARS</u>	<u>ACTUAL RECEIPTS</u>
	£	%	£
1866	3,729	53	2,595
1867	3,683	84	2,556
1868	3,670	94	3,323
1869	3,709	105	3,257
1870	3,696	73	4,955
1871	3,736	98	2,807
1872	3,613	74	4,698
1873	3,768	57	4,042
1874	3,794	58	3,755
1875	3,792	65	3,870
1876	3,799	67	3,741
1877	4,061	82	3,329

<u>YEAR</u>	<u>RENTAL</u>	<u>ARREARS</u>	<u>ACTUAL RECEIPTS</u>
	£	%	£
1878	4,117	75	4,352
1879	4,130	116	2,426
1880	4,132	122	3,900
1881	4,126	169	2,171
1882	4,089	245	962
1883	3,268	170	6,002
1884	3,199	107	4,798
1885	3,199	191	500
1886	3,102	144	4,593
1887	3,102	212	953
1888	3,087	193	3,687
1889	3,106	170	3,761
1890	3,102	-	3,277
1891	3,105	131	2,598
1892	3,088	126	3,256
1893	3,058	133	2,855
1894	3,201	130	3,097
1895	3,088	118	3,571
1896	3,082	123	2,925
1897	3,072	121	3,137
1898	3,085	126	2,924
1899	3,055	116	3,403
1900	2,933	90	3,745
1901	2,874	122	2,976
1902	2,778	126	2,707
1903	2,662	85	2,881
1904	2,643	122	1,659
1905	2,633	125	2,550

<u>YEAR</u>	<u>RENTAL</u>	<u>ARREARS</u>	<u>ACTUAL RECEIPTS</u>
	£	%	£
1906	2,584	127	2,588
1907	2,600	126	2,604
1908	2,598	126	2,590
1909	2,593	131	2,478
1910	-	-	-
1911	2,594	129	2,138
1912	2,597	122	2,780
1913	2,595	156	1,720

This shows that the college inherited a modest arrear of 53% of the rental from the middleman and this was not substantially increased (apart from 1869) until the onset of the bad times in 1879. As the agent's rent books have not survived it is not possible to relate the amount of arrears carried forward each year either to particular gales or indeed to particular years.

As was to be expected, arrears climbed steeply after 1878 reaching a peak of £10,029 at the end of 1882, and not until the end of the century did they drop below a year's rental despite the wiping out of £2,326 of arrears under the arrears act,³⁸ and abatements of 10-20% which, as will be seen, were conceded by the college at various crisis points over the ensuing twenty years.

In displaying such a pattern the college estate was no different to many others. But on another college estate (in the hands of a resident lessee) in Donegal, arrears in 1866 on a rental of £1,700 were only £322; ten years later they stood at only £696 on the same rental.³⁹ A recent study of eight estates in the north and west of Ireland has concluded that in the late 1860s, and until the mid 1870s arrears were either low or negligible.⁴⁰ That this was not true of the Iveragh estate must be ascribed, not primarily to the poverty-stricken and uneconomic nature of holdings (the same was

true of much of the above sample), but to the easy-going ways of the agent, Captain Needham, who failed to learn the important lesson that a tenant (especially a small one) whose rent was allowed to go more than one year into arrears, was seldom likely thereafter to be able to pay up.

The college had the estate valued by Brassington and Gale in 1869, but in spite of adjustments in the case of many individual holdings, the total rental was not significantly altered. The land act of 1881 prompted the college to commission another revaluation from Thomas Fitzgerald, a professional valuer practising in Dublin. His initial report was not encouraging. He considered that the estate was "much over-rented and it will have to come down heavily if brought before the (Land) Commissioners". He advised the college to give a reduction of from 25%-28% in the hope of settling out of court,⁴¹ advice which the board accepted on 30 May 1882. J. H. Nunn was sent down to Cahirciveen and was successful in reaching many settlements on these lines.⁴² In 1884, the agent wrote to give details of some recent court decisions and remarked "by this it appears that on the whole the tenants would have been better off had they accepted the valuation".⁴³ The rental underwent a 20% reduction which was actually the national average for that year.⁴⁴

The financial loss to the college, especially under the arrears act of 1882, was nonetheless substantial. Arrears at the beginning of 1883 stood at the almost record figure of £8,289; of this £1,740 had to be written off under the provisions of the act. The college had escaped lightly in respect of the rents, which if not as high as Fitzgerald considered, were certainly at full value.⁴⁵

Thus, had it not been for the arrears which had been allowed to accumulate in the previous years, the college would have fared better than most landlords. At the end of the century, the nominal rental was only some 20% lower than it had been when the college came into occupation in 1865. But there was a heavy loss on arrears, some £4,000 having to be written off when the estate was finally sold in 1913.

In common with almost all Irish landlords, the provost and senior fellows found themselves obliged to offer abatements both before and after the fixing of "fair rents" under the 1881 act. The size and frequency of such abatements constituted the prize in the warfare which was to be waged between landlords and their tenants as represented by the Land League or later National League for much of the remaining decades of the nineteenth century. In October 1879 a group of tenants at Portmagee presented a memorial for a reduction in rent on the grounds of three successive adverse harvests, both on land and sea. It was refused on the advice of Captain Needham who considered that the employment provided by the college had enabled tenants to live comfortably and he blamed the larger farmers led by C. J. O'Connell, the principal shopkeeper at Portmagee.⁴⁶

But in the wake of Toler Garvey's inspection of the estate in the following February, when he had commented unfavourably on the absence of any abatement in rent, at least for deserving cases, the board veered round and proposed in July to offer a 20% reduction on all rent and arrears. As Nunn dryly remarked, "the board you will see are disposed to go much further than Mr Garvey recommends".⁴⁷ Captain Needham was now showered by the bursar with a string of leading questions. "Do you think this wise? Would it be sufficient?

Should it be offered generally? Would there be a danger of the tenants expecting a permanent reduction?" Alas, his reply has not survived. But the board was determined to get the maximum effect from its generosity. Perfect silence was to be observed for the time being: "If (which I trust will be the case) Mr Forster's bill should come to grief in either house of parliament, such a concession to the tenants ... would be far better received and be welcomed by much more satisfaction by the tenants ...".⁴⁸ The college's hopes were fulfilled with "the grand defeat of the Confiscation Bill in the Lords ..."⁴⁹ and the allowance was duly announced - but only to those who paid up in full. Unfortunately when the annual college audit came on in November, it transpired that none of the tenants availed themselves of the board's generosity since more than the whole of the March gale was still due. Captain Needham was informed that the contrary assurances in his letters had greatly increased the bursar's disappointment. Indeed this could not fail to be aggravated by his hearing on good authority that on Mr Leahy's and other adjoining estates the previous March rents had all been paid.⁵⁰

The offer of a 20% allowance was repeated in respect of the year's rent due 25 March 1881, but a wholly effective rent strike was called by the Land League and further concessions demanded. These were refused and the strike collapsed as suddenly as it arose, for in September the tenants had commenced paying their rents (at 20% reduction) provided they received their drainage money first.⁵¹ In any case, aggrieved tenants now had the option of obtaining a "fair rent" from the Land Courts.

In 1882 tenants were allowed to forego the repayments on their loans for drainage and the benefit of the new scale of reduced rents under the revaluation commenced by Thomas Fitzgerald and completed by Curry Rae, together with the benefit of the arrears act in respect of their arrears. In September 1885, the board refused any reduction, the rents being now judicial, and this was the signal for a long winter of discontent in Cahirciveen resulting in the boycotting of the College Butter Market by the National League. By July 1886, the strike had collapsed and the new agent J. E. Butler⁵² was proposing to give (and the board agreed) an allowance of a half-year's rent to every tenant who cleared his rent to March 1886 remarking with some justice "the system of giving abatements on arrears is a most ruinous one as it only makes tenants hold back their rents and disgusts the honest man".⁵³ In the following year, 25% abatement on the previous year's rent had to be offered and a similar amount in 1888-89; 20% was granted in 1890, 15% in 1892; 10% in 1894; 12% in 1895 and 4% in 1896, all of which may be among the reasons why the rental was not further reduced to any significant extent under the provisions of the land acts.

When it took over the management in 1865, the college found itself with a good example of an over-populated and under-developed western estate. Like all Irish landlords, it had to wage constant battle to prevent sub-division of the already minute agricultural holdings, and there was a large cottier population living always on the borders of destitution. In the case of the 9,000 acre agricultural estate, the problems were the familiar western ones. Many farms were held in partnership and all were in need of consolidation.

In his initial inspection of the estate in 1864, Captain Needham had diagnosed that the existence of several layers of middlemen was a major obstacle to any improvement of the estate:⁵⁴ the college accepted his advice and took the occupiers as direct tenants.

The only urban centre was Cahirciveen which had grown up under the O'Connells - in 1815 it consisted of just a few houses. But it was badly placed from a geographical point of view being situated at the extreme eastern perimeter of the estate which stretched westwards in an almost continuous line along the peninsula to Portmagee, ten miles distant. The population of Cahirciveen exhibited a steady growth apparently unaffected by the famine from 1,492 in 1841 to 2,003 in 1881, after which it remained static.⁵⁵ The number of houses similarly grew steadily from 252 in 1841 to 375 in 1891, although this concealed a much greater level of house-building activity which served to improve the quality rather than the actual quantity of housing.

The college set itself to be an improving landlord in Iveragh, and most of its improvements were lavished on the town of Cahirciveen. When in the summer of 1864 Captain Henry Needham had made his initial inspection of the estate, he noted in respect of Cahirciveen that a good hotel was much wanting; that the Court House was most inconvenient; that the potato and milk markets were held in the worst part of the town; and that a good Market House was greatly needed.⁵⁶ The college proceeded to establish Needham as its resident agent in Cahirciveen - it lent him the money to build a house - and set itself to remedy these and many other defects in the town.

In its first year of direct ownership, work proceeded on three fronts simultaneously - road improvement (no less than 77 men were engaged on fencing and "soleing" the Church Road)⁵⁷ a new sewerage system to serve one half of the town, and the erection of a new Market House on the fair green - in July the college architect reported that it was up to the springing of the roof and that the timber had been purchased at 50% under Dublin prices, notwithstanding which it came to over £1,000.⁵⁸ Other projects in progress in the town in the same year were the erection of a row of new houses along the edge of the fair green, the building of a river-side quay, and of a new store for the use of the Clyde Shipping Company, and the erection of new railings for the (Roman catholic) chapel. A full-time clerk of works was employed in Cahirciveen, and a large labour force was maintained for a number of years - up to 1880 some £1,593 was spent on hire of labourers alone for work in Cahirciveen. But it is clear that the college's involvement with Cahirciveen reached a pitch accorded to no other place on its estates: in July 1886, the vice-provost (Dr Lloyd) and the bursar (Dr Hart) were formally appointed by the board to visit the town, accompanied by the college architect, and report on the progress of improvements. No detail was too small to be deemed beneath the attention of the board: £25 was voted⁵⁹ to a Captain White to establish a coffee and eating house, while £60 was advanced for the improvement of the College Arms Hotel, 16/- of which was to be spent on the signboard. The Market House having been completed, the college went on in 1871 to provide a Fish Market at a cost of £185.⁶⁰ A new police barracks was completed in 1873, and in October of that year a meeting of the board was regaled with photographs of this and the new protestant school.⁶¹

But these pleasant spectacles concealed the fact that Cahirciveen had been allowed to develop in an astonishingly unplanned manner. Under the O'Connells, Cahirciveen had been referred to as nothing more than a collection of mud huts and in 1833 the college tenant had seriously considered removing the town to an entirely new site to the east on his own freehold lands.⁶² Hence it was not a very impressive place when the college came into occupation in 1865 and most of the buildings which at present make up the little town date from after that time.

For the first time in its history the college had appointed a full-time resident agent - and it might have been expected that he would, as a first priority, have devised a building plan for the future growth of the town specifying the types of buildings to be allowed on an orderly street plan. Nothing of the kind seems to have been attempted by Captain Needham. He instead confined his attention to buildings to be erected at the college's direct expense - mainly for public use - and also with drainage systems and street paving. Thus in his first inspection of Cahirciveen in July 1864, Needham commented on the need for a new and better placed Market and Court Houses, and also on the absence of a good hotel.⁶³ The nearest he got to a building plan was a scale of ground rents for building lots - but this did nothing to prevent buildings from being put up in a haphazard manner. Apart from one instance of a college housing development alongside the fair green, all of the house building in Cahirciveen was undertaken by college tenants either for their own occupation, or as a speculation without any control by the college. Such discussion as there was with the college centred

round the ground rents which were to be charged by the college. Initially it accepted the rate of 1/6d. a foot charged by the middleman, but then it raised this to 3/- a foot, which naturally became a source of grievance - any change ~~in~~ the rate should have been made immediately the college came into possession. In the face of clamour, it then reduced the rate for buildings off the principal streets, which merely gave rise to further disputes about the definition of "principal".

The net results of this policy of laissez-faire were set out by Toler Garvey's report on the estate in 1880.⁶⁴ As he perceptively remarked:

"The town has grown house by house as occasion required or as it suited the views of a speculator without any regard whatever for unification of appearance, solid work, sanitary arrangements or general convenience. It is a pity that for a town of such comparatively recent growth there should not have been a well-defined plan for its future improvement laid down on paper, showing the best positions for streets and building sites; and that persons taking the latter were not required to submit proper plans of the buildings they propose to erect".

One of the worst features of the town was an absence of back premises or gardens to many of the houses, while those which had any such premises lacked entrances to them. As a result, manure and even livestock had to be removed through the dwelling houses. The new houses which the college had built for labourers were castigated as being too lavish for the rent a labourer could pay, especially since, once again, no back gardens had been provided. This Garvey considered

to be the reason why they were still unlet. The sewerage system was the only feature of the town which gained unqualified praise, although Garvey had to draw attention to the rather obvious fact that open sewers require gratings to prevent them becoming choked with debris.

The absence of direct involvement by the college in determining the kind of urban building which was to take place on its property was unusual in the Irish context, which was one in which the usual landlord approach would have been a planned one. Moreover, the development of Cahirciveen after 1865 was an anachronistic activity for an Irish landlord and made the lack of landlord direction all the more surprising. All this throws a critical light on Needham's ability to make overall plans and to oversee their development, and on the board of the college for failing to insist on a more dynamic approach to the development of its one untrammelled piece of urban property.

Part of the explanation may also lie in the relations of the college with the townspeople which seem to have been soured by political differences and anti-landlord feeling. Canon Brosnan, parish priest from 1879, played a major role in fomenting trouble. Consequently, projects which required any financial contribution from the townspeople made little progress. The two most important undertakings in this category were the provision of a water supply, and the flagging of the streets. The projected water supply seems to have had its origins in a plan of Henry Stokes, a civil engineer, in 1876 for piped water to six fountains which the board supported in preference to a more modest one of Captain Needham's for two pumps. The college agreed to contribute £100 if the Board of Guardians should decide to

carry out the scheme at a total cost of £297.⁶⁵ But when Needham brought the proposal to the Board of Guardians the inhabitants of Cahirciveen made such strong remonstrances against the large outlay "on an overtaxed town", that the matter was put off. People, it seems, preferred Needham's scheme for a few pumps at far less cost.⁶⁶ There matters apparently rested until 1884 when plans for a town water works (to cost £375) were once more drawn up, and towards which the college promised a contribution of £100.⁶⁷ A year later, the water works were "to begin soon", and the agent advised that the college should not now subscribe: "After the way the Cahirciveen people have treated the college nothing I think should be done for them till they come to their senses" - this last being a reference to the boycott of the Butter Market.⁶⁸ Nothing was, it seems, achieved for it was not until 1906 that the board's contribution towards "supplying Cahirciveen with water" was called on.⁶⁹

The flagging of the town footpaths was a similarly prolonged operation. In 1876 the college undertook to pay half the cost, but no contractor could be found to undertake the work for the sum voted. Another attempt two years later failed for the same reason. By this stage, Needham was cheerfully admitting that the paths were so bad that he himself always walked in the middle of the street. Eventually in 1883, Canon Brosnam and Edward Fitzgerald "of the hotel"⁷⁰ took the contract, the total amount being £330 towards which the college contributed one-third.⁷¹ Ironically, the board was wont to take considerable pride in what it had done for Cahirciveen. In 1879 the bursar referred to the place in the O'Connell's time as "a mass of tumble-down mud cabins" in contrast to its present

position as one of the most thriving towns in Kerry, affording an admirable market for the agricultural produce of the college tenants.⁷² But alas, the reality seems to have been otherwise. Toler Garvey considered that it was well situated for business (presumably due to its access to the sea) and ought to be prosperous, but yet "it hardly gives one the idea of thrift or prosperity". Many of the houses even in the main street were out of repair, while the wretchedness of the dwellings of the labouring classes in some of the lanes was appalling. His final comment on the town was an eloquent one: "the number of public houses is 52, and that speaks volumes".

J. E. Butler had succeeded Captain Needham in February 1884, and by June he had taken Cahirciveen in hand. He persuaded the board to spend £15 on High Street, which was so bad as to be dangerous to take a horse and cart there. He reported that the Estate Office needed to be done up as it was setting a bad example to the tenants⁷³ and that the fair green was dangerous to cattle and needed £10 spent on it. He managed to let the ball-alley (for £4 per annum) and when £134⁷⁴ had been spent on a "thorough repair", he was able to lease the Butter Market at £50 per annum. But it was not now within the power of the college as ground landlords only to compel any dramatic improvements in the state of Cahirciveen. J. E. Butler echoed Garvey's views on the number of public houses in Cahirciveen, and the damage they did to the population. He considered that half of them should be done away with, and effective steps taken to prevent the sale of whiskey as a "concoction of vitriol which maddens the drinkers and helps to fill Killarney Asylum with lunatics, now

numbering over four hundred",⁷⁵ and he suggested that a coffee room might be opened in Cahirciveen on fair and market days to keep people out of the public houses.

What was the order of college expenditure in the town of Cahirciveen, and in the estate as a whole? In 1879 when venting his displeasures on Captain Needham, the bursar claimed that £13,000 or £14,000 of the college money had been spent on the town, but this estimate was in the category of a furious exaggeration. But between 1865 and 1880 a very high proportion of the rental was certainly spent on improvements - cumulative college income from the whole property over that period was £54,147. Charges and improvements, again over the whole estate, were stated to amount to £24,875 or 46% of income, leaving a net annual receipt of only £1,951.⁷⁶ What did the college achieve on Iveragh; what progress could be shown at the end of fifteen years of heavy expenditure and full-time supervision by a resident agent? Were the tenantry to any appreciable extent better housed and fed in 1880 than in 1865?

In the year 1880 the estate was visited by two widely dissimilar observers. Charles Russell, Q.C.? M.P., was, it is probably fair to say, hostile to Irish landlordism; while Toler Garvey, agent to a number of landowners including the earl of Rosse, could be considered sympathetic. Neither found many favourable things to say about the Iveragh estate of Trinity College.

Russell wrote⁷⁷ that a "more squalid tenantry than that of this rich corporation it is hardly possible to conceive". He considered that rents were too high and drew attention to the need for large-scale drainage works. Garvey for his part, described the tenantry as "the most backward and uncivilized I have ever met with".⁷⁸ He took

the view that the agricultural holdings were let at their full value, and that they had no margin over the rents with which to weather unfavourable times. He felt that tenants could achieve such a margin by improving their holdings and since the college was at the time in negotiation for a Board of Works loan of £5,000 for drainage on the estate, he made detailed suggestions as to how this should be expended. But he also proposed a scheme for improvements to farm dwellings for which no government loans would be available. The tenants houses were, it seems, "of the lowest class", in many cases the cows being housed at night in the general living room of the family. He proposed that money for new dwellings or outoffices should be advanced at 4% added at a perpetual charge to the rent and that dwellings should be required to be built according to one of two plans; a small house costing £60-£80 and a larger one costing £80-£100. If this encouragement were given he believed that the miserable thatched hovels would soon be diminished and the additional inducement of a thirty-one year lease should be held out to those who built a slated dwelling house. Finally, he noted that there seemed to be a tendency to sub-division especially on the smaller holdings which should be carefully watched and guarded against.

What independent evidence is there from sales of tenant-right or elsewhere that the estate was in fact rack-rented? In December 1881, Captain Needham took the rather singular course of asking the manager of the Munster Bank in Cahirciveen if he knew of any college tenant who had made money by his farm. He forwarded the reply to the bursar "which does not show much profit", but added, "it is wonderful how they scrape money together sometimes for fortunes for their daughters".⁷⁹ Luke Crowley had paid £300 in 1872 for the good-

will of his holding on which he had built a dwelling house and "made some remarkably good drainage" with the aid of a loan (the interest on all loans having been waived by the college). In 1882 he paid £300 for another farm under Lord Lansdowne and sold his two houses in Cahirciveen at considerable profit. He then determined to sell his college farm, since he could do so at a large profit due to the drainage, for the cost of which he was being charged no interest. As Needham remarked with unwonted indignation, "surely neither Luke Crowley nor any other college tenant is to be allowed to make sale of the free gift of the board of Trinity College ..."⁸⁰ That this was no isolated incident is shown by the remark of the bursar when declining to accede to a memorial from the Portmagee tenants, "... when farms on the college estate are offered for sale considerable sums of money are given for the outgoing tenants' interests in these farms which is an incontestable proof that the lands are held at rents below the real letting value".⁸¹ But this could only have applied to the minority of holdings which were of medium-size. Most of the land was so bad and was so thickly populated that the question of tenure and rent was almost irrelevant for the occupiers would have had difficulty in living even rent-free.

Worst of all was the condition of the cottiers - that is the class of tenants renting only a cabin and small garden from the cultivation of which they could not possibly be expected to support themselves and their families, and who were thus dependent on finding employment as labourers. Of the forty cabin holders on Valencia, Garvey wrote, "it would be difficult to conceive anything more thoroughly barbarous than their dwellings or more miserable than their mode of living". They survived mainly by renting $\frac{1}{4}$ to $\frac{1}{2}$ an acre of

potato ground from neighbouring farmers (at a rate of 10/- per $\frac{1}{4}$ acre). When the potatoes flourished, there was "plenty in the land" - when they failed, as in 1879, there was inevitable distress, and this was compounded at the time of Garvey's visit by the fact that the Valencia slate quarries, where many found precarious employment, were in decline.⁸² The numerous cottiers at Portmagee were as wretched as those on Valencia, and Garvey drew attention to the desirability of having an overall plan for the development of this village "which may yet become a fishing station of some importance". In Cahirciveen itself, the labourers' quarter of High Street was said to present "a painful spectacle of forty most miserable hovels".

Even without the evidence furnished by the visits of Russell and Garvey, the senior fellows had begun to harbour doubts about the effectiveness of Captain Needham's management of their estate. In December 1879, the bursar wrote sharply to Needham, "I have often and often asked you to devise some way by which the college should be indemnified for the £13,000 or £14,000 spent on Iveragh for which it has got no return hitherto, but all in vain".⁸³ As a further mark of the bursar's displeasure (arrears stood at over £4,700) Needham was forbidden to give the usual Christmas box to the bailiff.⁸⁴ A remark by the attorney-general to the vice-provost that Mr Townsend Trench had little or no arrears on Lord Lansdowne's property, and that "it would be the same way with the college estates if you had a really active and efficient agent"⁸⁵ further exacerbated the situation. The last straw was furnished by a letter from a Dr Whittaker describing in harrowing terms the condition of the inhabitants of the "dens and hovels" on the college property on Valencia Island, and this was the immediate cause of Toler Garvey's tour of inspection.

The picture which the Garvey report had conjured up was of an estate in which the landlord offered no leadership and exhibited no sense of dynamism towards a solution of the problems of the estate. In the case of a corporate landlord all, or almost all, necessarily hinged on the character of the agent. Painstaking and thorough though he undoubtedly was, Captain Needham was simply not tough enough to push through long-term policies in the face of the wiles and prevarications of the teeming tenantry. Yet it must be said that he proved perfectly capable of carrying through projects as diverse as the establishment of the Portmagee schools, and the building of piers at Donnybrook and Portmagee. But he entirely failed, however, to impose a proper plan for the development of Cahirciveen, or indeed to bring forward any positive plans for the development of the estate as a whole. As will be seen, the extensive drainage works on which the college embarked in 1879-80 were forced on him by a thoroughly alarmed provost and senior fellows. He lacked the mixture of toughness and persuasion required to carry through an effective emigration scheme and, in company with many other agents, he was ineffective at preventing the endemic tendency to sub-division. He was undoubtedly overworked and lacked appropriate assistance - Garvey noted that a part-time bailiff was insufficient and pointed out that an engineer was often employed nowadays on large estates and "on none that I am acquainted with is such a man more required than on the college estate". But then Needham had not asked for any assistance. The college had unfortunately saddled itself with a less than first-rate agent, and not until the advent of J. E. Butler, following Needham's death in 1884, was it apparent what a person wholly in control of the situation

could achieve and in much more difficult circumstances than Captain Needham had ever had to contend with. But then Butler had not gained his experience at the battles of Moodkee and Sobraon,⁸⁶ but on the Iveragh peninsula where he was born and bred and was a landlord in his own right.

What measures might Captain Needham have adopted, particularly in respect of the semi-destitute cottier population? Here Toler Garvey's recommendations may be taken as a good guide to what might have been attempted in relation to the cottier problem. His proposal was to rehouse some and induce the rest to remove off the estate. He proposed that on Valencia, sixteen slated cottages costing £50 each, in blocks of four, should be built on such parts of the estate as were likely to afford labouring work to the occupiers. Each cottage should have half an acre of ground and the rent should be 1/- per week in contrast to the previous rent of 5/- per annum (usually unpaid). The vacated hovels should be immediately levelled while the remaining twenty-four families should be induced to emigrate or remove elsewhere off the college lands by the offer of £5 to the tenant and £1 in addition, for each child.

In the case of Portmagee where the cabinholders were as wretched as those on Valencia, Garvey recommended that twelve new cottages with gardens should be provided and the same inducement as on Valencia offered to the remainder to remove themselves. The board understood Garvey to be proposing an emigration scheme and minuted its belief that "the condition of Iveragh will never be satisfactory until some vigorous measures are taken to effect this object", although it recognised that there were "plenty of persons in Iveragh ... to raise a clamour against the board and charge them

with designs of extermination".⁸⁷ Garvey pointed out that he had not advised vigorous measures of that kind and reminded the college of the unfortunate experiences of Irish landlords during the famine in promoting systematic emigration. He considered that if the offer of money were made a good many "would go off the estate almost at once - where they go you need not enquire".⁸⁸

The only further references to assisted emigration are the payment of £2 each to 24 tenants in July 1883,⁸⁹ yet the board had passed a resolution in 1880, adopting Garvey's proposal in full, i.e. £5 a head plus £1 per child. In March 1884 J. E. Butler in his first report to the board, mentioned that he had attended a meeting of the "Valencia and Portmagee Free Emigration Committee" and that there were 29 families⁹⁰ wishing to go. He suggested that the board's offer of the previous year should be renewed and this was agreed. In May, twenty-three families (150 souls) from Portmagee and Valencia emigrated.⁹¹ Here is one more example of inertia undermining a policy which was initially adopted with enthusiasm. No cottages of any kind seem to have been built and four years after Toler Garvey's visit, conditions at Donnybrook on Valencia and at High Street, Cahirciveen, showed no improvement: the cabinholders had paid no rent during that time and were described by James Butler as being little better than beggars.⁹²

What were the measures with which the college hoped to temper the gathering storm of the late 1870s and early 1880s to their Iveragh tenants? On this estate tenants were in difficulties as early as the winter of 1878-9 and employment at road-making was provided by the college and paid for in Indian meal. The agent claimed that this had "enabled the tenants to live comfortably and

had given assistance to all the poorer class who were most in want of it".⁹³ A further £500 was expended during 1879 to purchase meal for the people at cost price. This was intended to be merely a loan. But when in December the bursar replied to a proposal from Needham that disease-resisting potatoes should be supplied by authorising him to spend whatever had been repaid of the meal money, he learnt to his annoyance that nothing had been repaid. In February 1880, however, the board purchased seed potatoes at a cost of £500 and they were to be sold at under cost price. The agent was warned "you will have a troublesome job ... to provide against the potatoes being eaten" and one of the senior fellows made the ingenious suggestion that they should be cut and sprinkled with lime before distribution. But it was on the £5,000 drainage loan from the Board of Works that the college's hopes of preventing serious distress mainly rested.

In November 1879, the college engaged Henry Stokes, a civil engineer, to lay out drainage schemes in consultation with Captain Needham. Their initial proposals provided only for works at the Cahirciveen end of the estate and the board sensibly insisted that schemes in the Portmagee district and on Valencia should also be included. The marquess of Lansdowne was already engaged in drainage works on his Iveragh estate which adjoined that of the college and initially it was assumed that the college scheme would be modelled on his, particularly in respect to repayments. But Stokes suggested a rate of 10% (cf. Lord Lansdowne's 5%) and this was eagerly seized on as providing a hope of the college being recouped for some of its heavy expenditure on the estate. With some reason the bursar wrote:

"Farm houses and outbuildings get old and tumble down. Even drainage works become useless or nearly so in time and have to be renewed - and yet you seem to consider that the promise of an Iveragh tenant to pay 5% for the present (because it is hopeless to expect them to pay on for what time destroys) is to be an adequate and ample return to the College ..."⁹⁴

Needham realised, of course, that given the adjoining Lansdowne example, there was no practical possibility of getting tenants to agree to accept drainage loans on less favourable terms, and the college had in due course to accommodate itself to this hard fact. But even on this basis tenants were slow to participate in the scheme - the bursar wrote in no seasonal spirit on 23 December 1879:

"If these destitute people will neither accept the Board's terms nor give up land which they know to be valueless to them ... they must only take the consequences of their folly, not one penny of money will I consent to send down to relieve people who, although in a state of destitution, will persist in refusing the help which the Board are willing to give them ..."⁹⁵

At least a modicum of tenants must have shortly after signed agreements since on 12 January the board made formal application to the Board of Works for a loan of £5,000. Work had not yet been started at the beginning of February and Nunn was lamenting that neighbouring estates were so much in advance of the college.⁹⁶ However, by September 1880, work to a total cost of £1,317 had been approved and most of this money had been paid in cash to the tenants,⁹⁷ and no

doubt much of it returned to the college by way of rent. In October 1880 a government inspector noted of Cahirciveen union that the potato crop was good; that a good deal of employment had been given and that there was not likely to be any "unusual distress".⁹⁸

James E. Butler, who was shortly to succeed Needham as agent of the estate was principally responsible (to the Board of Works) for planning and carrying out the actual drainage - Needham's role seems to have been, in practice, limited to persuading tenants to come into the scheme and then paying them for work completed. By June 1881, work to the tune of £2,589 had been certified and in January of 1883 it was remarked that very little drainage had been carried out since the autumn of 1881.⁹⁹ The drainage scheme had in fact to stand as the only attempt by the college to better the condition of its agricultural tenants on Iveragh on any significant scale. The land act of 1881 as a result of which the college income significantly declined, effectively put a stop to any future schemes for large-scale improvements. But already the appearance of the Land League had begun to change the traditional relationship between landlord and tenant out of all recognition.

At the time of his visit in the autumn of 1880, Charles Russell M.P. found that Kerry was free from all Land League influence,¹⁰⁰ but by July 1881 it made its first appearance on the Iveragh estate with the rent strike already mentioned. It then dropped out of sight and matters were comparatively quiet in the county as a whole during 1883 and 1884. It is interesting to note that it was possible for Captain Needham to expect to get grazing cattle for an evicted holding in March 1883. In September 1885, a more serious combination against the payment of rents arose. The agent reported "parties went round

on Saturday night last warning people in the Portmagee district not to pay and threatening those few that did. There was a wretched fair here today almost nothing sold. I think I ought to issue processes at once against those who can pay"... P.S. "Please seal any letters as the Post Office is not to be trusted".¹⁰¹ Fortunately, when proceedings had been taken against some judiciously chosen examples among the tenants, it had the result of making many of the other defaulters come forward. However, a serious case of boycotting soon occurred. The tenants from the surrounding countryside were accustomed to offer their butter for sale in the Butter Market which the college had built in Cahirciveen, and the college employed two weigh masters and charged a toll on all butter sold in the market. On November 11, the agent reported:

"A few men in this town, calling themselves National Leaguers have taken on themselves to boycott the butter market and had men out to meet all the carts and warn them not to take their butter to the market - notices were also posted up through the country to the same effect. Last Wednesday butter was sold in the Fair Field. The sellers are all, of course, against having to sell their butter in a dirty field under the wet and cold instead of in a comfortable market but the reign of terror is so great that they dare not do otherwise."¹⁰²

The dispute festered on but as the agent remarked, "this is an evil that will I think cure itself as the public are injuring themselves" and he went on somewhat complacently to note, "the gross rents are only about half what they should be but I have done better than any other property in the district. That I principally attribute to

making a push to get in the rents before the agitation became so bad, for the last month or so tenants are actually afraid to pay anything".¹⁰³ In response to a suggestion from the parish priest that the college should force Kelly to accede to the terms of the National League, the agent told him that the Butter Market was now closed and would only reopen on the college's terms. The agent remarked, "The country is in a fearful state and under a complete reign of terror, the National League holds its courts, regularly imposing fines etc. The ordinary law is a dead letter and utterly disregarded. Nothing but the severest measures fully carried out and at once will be of any use".¹⁰⁴ He suggested that the college should withhold its subscription to the new Cahirciveen waterworks until the people had "come to their senses". One of the National League men attempted to set up a butter scales in front of the college's Butter Market and the agent warned him and gave instructions that he was to be summoned at Petty Sessions. Boycotting, it seemed, was getting worse and worse in Cahirciveen: "A poor smith who shod a horse for Jeremiah Kelly had lost all his work; the Leslie's were also threatened (a) because they supplied the smith with coal and (b) because they took a farm which a tenant gave up about 11 years ago. Kelly was fined £50 by the League which nominally was to be sent to the former tenant in America. Leslie has paid £10 of this by cheque to the parish priest, and says whatever happens he will pay no more".¹⁰⁵ Characteristically the butter boycott seems to have collapsed as quickly as it arose and no doubt Butler's resolute and non-inflammatory stance helped to bring it about. In August 1886, the agent was asking the bursar what disciplinary action should be taken against Hurley, teacher of Portmagee school, who it seems was going to Puck Fair with a

neighbouring farmer, the cart belonging to Hurley and the horse to the farmer. The farmer offered Jeremiah Kelly, who was also the college bailiff, a lift to Killorglin but Hurley said he would not go on the same cart as Kelly as he was a boycotted man and Butler here adds, "which was untrue as all that is now over and quieted down" and, "I always looked on Hurley as a respectable man but I fear he is like most of the other national school teachers, a rebel and an agitator at heart".¹⁰⁶

The stirring times here depicted provide the background against which the work of James Edward Butler and his partner William Joseph Delap as agents from 1884-1910 has to be judged. In spite of the fact that he continued to live at Waterville House, he seems to have been much more energetic than Needham. He became agent in February 1884 and the report which he presented to the board in the following November gives a good picture of the way in which he was tackling the estate.¹⁰⁷ This was itself a new departure, Needham having contented himself with not very ample replies to the bursar's inquiries. Butler claimed to have reduced arrears on the town from £1,074 to £114 and added, "the accounts are now in working order which they do not appear to have been before". Arrears in the country parts had been over £4,000 and were now £957. He had attended at Cahirciveen, Portmagee and Valencia on 72 days, which was nearly three days a week on average. This meant that he had had to drive over 1,400 miles and also to remain many nights in Cahirciveen. The average rent per holding was only £3.7.6. and this doubled the agent's work in comparison with other estates. Nor did the 72 days include days spent at petty sessions at the three centres or

attending Boards of Guardians quarter sessions and "seeing and settling tenants sundry disputes ... as a considerable part of this was the extra work chiefly caused by the state the accounts and rentals were in". The board duly responded with a gift of 50 guineas for the extra work and £24 per annum for a clerk.

The onset of the contest with the National League culminating in the boycott of the Butter Market placed Butler in the eye of the storm. How did he perform in this crisis? On the whole, it must be said very well indeed. In the first place he did not seek the contest. When the agricultural tenants memorialised for a 30% abatement in September 1885,¹⁰⁸ Butler's advice does not seem to have been sought by the board, much less accepted, for he wrote to the bursar, "whether the board grant a reduction or not I hope my name will not be mentioned outside but whatever is done will appear as the independent action of the board".¹⁰⁹ Butler seems to have recovered control of the estate in 1886, receiving rent amounting to £4,593, in contrast to the derisory £500 of the previous year, although one gale of rent had to be written off. Matters proceeded smoothly over the next couple of years and the agent seems to have been largely taken up with the difficult task of living peaceably with Canon Brosnan and Mr Hallaran, the exceptionally quarrelsome parish priest and rector, respectively, of Cahirciveen. In January 1887, he received a further gift of £50 from the board, "to mark their sense of the difficulty of his labours in collecting rents during 1885-1886", while in 1888 he was permitted to bring W. J. Delap,¹¹⁰ a son of the rector of Valencia into partnership with him. A memorial by the tenants in August 1888 for the remission of a gale,

was sharply refused on Butler's advice who forecast that it would be one of the best years for farmers for a long time as was indeed demonstrated by the exceptionally good rent receipts for that year and 1889.

One characteristic feature of nineteenth century Irish history is the change in leadership of local communities from the landlord class to the Roman catholic priesthood which grew dramatically both in numbers and influence after catholic emancipation. In the case of the Iveragh estate it is a key factor in understanding the relative ineffectiveness of college influence despite a disbursement of college money hardly paralleled by any other landlord of the period. Prior to 1879, college relations with the parish priest of Cahirciveen seem to have been harmonious. Father Healy and the college successfully united to oppose the nuns of Cahirciveen convent in a dispute about the occupation of their gate lodge which both Father Healy and the agent wished to remove so as to enlarge the chapel yard. However, with the appointment of Canon T. Brosnan as parish priest in 1879, a sharp deterioration set in. Canon Brosnan was clearly of strong Nationalistic sympathies, and despite occasional lapses into amiability, set himself steadily to oppose the influence of Trinity College in Cahirciveen. He and the college first fell out in 1881, when the college refused him a free grant of the old Court House as a site for a new church - the present O'Connell Memorial Church - and presbytery. He was also anxious to round off his site by the acquisition of certain small dwellings, and the college refused to cooperate in what it considered to be the oppression of the occupiers. He was deeply involved in the National League boycott

of the Butter Market in 1885-6, and coolly proposed that the college should force Jeremiah Kelly, the college bailiff and object of the league's wrath, to accede to its demands.¹¹¹ According to the agent, Canon Brosnan was utterly unworthy of any respect whatever: "the language he made use of in public during the election can only be excused on the account that he was either drunk or mad (or perhaps a little bit of both) ... the lowest corner boy in Cahirciveen would have been ashamed to let such language pass his lips".¹¹² While in the following year, Canon Brosnan continued his campaign against established order by having the partly built house of a certain Buck Daly pulled down, ostensibly because it invaded the nuns' privacy, but in reality, according to the college agent, because Daly was a sheriff's bailiff. The clerical fellows of Trinity College were in their way every bit as intransigent. In 1880 the bursar was the recipient of a letter from one of Canon Brosnan's curates, the Rev. J. K. Fitzgerald, and a number of other priests, setting forth the grievances of some of the college tenants in regard to their rents. The Rev. Dr Carson's reaction was that "they would be only too glad to do the college as much mischief as they could" and added, "I shall say nothing as to the propriety of a set of Romish priests setting themselves up as a self-constituted tribunal to interfere between landlords and their tenantry".¹¹³ The bursar's anger was aroused both as a clergyman of the late Established Church and as a landlord, and he instructed the college agent to "find out the names of those college tenants who appealed to this self-constituted committee of priests. I should certainly be glad to hear that they were strictly, not to say sharply dealt with".¹¹⁴

But it was in the field of education that the battle between the establishment and the rising tide of Roman catholic nationalism was most vigorously fought out.

Schools proved to be both a troublesome and costly business for the college. In 1845 some 583 children were in receipt of schooling of some kind.¹¹⁵ By far the largest (240 pupils) was the Convent school at Cahirciveen supported by the National Board. The protestants had two schools supported by the Church Education Society; that at Cahirciveen being attended by 34 protestant children, and that at Rincahera by 5 protestants and 13 Roman catholics. Of the remaining four schools, two were thatched and the two slated schools were both in bad repair, that at Portmagee being often used as a corn store as well. None except the convent and the Church Education Society's schools had any free places. Apart from the convent the only school with a large attendance was that near Portmagee which had 206 pupils. Educational facilities were thus not extensive for an estate of over 900 families. Not surprisingly, there were 3,240 persons on the estate who could neither read nor write in 1845.¹¹⁶ A high level of illiteracy was to persist throughout the Iveragh peninsula for the remainder of the century. In Cahirciveen town the numbers who could neither read nor write actually increased from 551 in 1841 to 823 in 1861, but elsewhere there was a steady improvement: in Caher parish as a whole, the numbers falling from 3,248 in 1841 to 1,969 in 1861, and 853 (22.2%) in 1891, in Killemlagh parish (i.e. the Portmagee area) from 1,796 in 1841 to 1,626 in 1861 to 591 (or 36.7%) in 1891.

In 1833 a school under the National Board had been built on a site granted by the Liberator at Carhan Lower to the east of Cahirciveen, (but not actually on college land) as part of an abortive plan to remove the town to that locality from off the college property. By 1866, it had become solely a boys' school due to the opening of the convent school in the town. The number on the roll was 117, and there were two teachers. In a report commissioned by Captain Needham, the principal suggested that the college should build a new National School in the town, a plan he believed which would have the support of both the parish priest and the rector. Unfortunately, however, for the cause of non-sectarian education, the Christian Brothers already had in the words of Captain Needham, "a very excellent school" in the town, and there was already a protestant school for 30 children. A further school attended by 40 children was held by a poor man in a cabin at Garranbane near Cahirciveen.¹¹⁷

As far as Cahirciveen itself was concerned, the nuns and Christian Brothers seem to have triumphed. Nothing more is heard of the school at Carhan and the college had to content itself with bearing most of the expenses of the Cahirciveen Protestant School. In 1870-71, £700 was spent on "Cahirciveen School" and a further £400 on that and the Fish Market. Most of it was probably devoted to the building of the new protestant school which was not then in connection with the National Board.

At Portmagee at the western extremity of the Iveragh peninsula, the college was in sole and apparently undisputed command of educational facilities. Under the middleman these were not extensive,

since the school was "held in a small cabin".¹¹⁸ In 1870, £50 was voted by the board towards building a school house at Portmagee and an annual grant thereafter of £25.¹¹⁹ Rapid progress seems to have been made for in October 1873, the senior lecturer, the Rev. J. H. Jellett, reported to the board that he had offered the following terms to a candidate for the post of teacher:

- (i) £40 certain for the first six months,
- (ii) £28 per annum in addition from the National Board if the school should prove a success,
- (iii) a residence to be probably provided.

The boys' school was opened in 1875 in a converted fishery store and then the girls' school and teachers' residence were built with the aid of a two-third grant from the National Board. The residence for the teachers was provided by the college.¹²⁰ The total cost to the college was circa £900.¹²¹ In the 1880s the college was paying £36 per annum to the headmaster, £25 to the headmistress (who was conveniently married to the headmaster) while the Miss Needhams, the agent's sisters, supplied materials for needlework.¹²² In his report on the estate in the spring of 1880, Toler Garvey remarked that the school here was very efficiently managed by Captain Needham.¹²³ That the college seems to have been in undisputed control is demonstrated by an incident which occurred in 1881. Captain Needham reported to the bursar that he had reinstated one of the assistant teachers and added, "I hope the lesson she has got will cause her to turn out a good and active mistress. Fr O'Sullivan gave her a lecture and he is very glad that she is put back again".¹²⁴ That the school was widely recognised as a considerable success is shown by the memorial presented in favour of the establishment of another

school at Krockeens on the road from Cahirciveen to Portmagee. In 1868 the auditor, Dr Hart, had been instructed by the board to arrange for the erection of a school there, but nothing seems to have been done since ten years later, 71 heads of families protested to the board at the delay in establishing the school, apparently only the site having been chosen by Captain Needham. The petition went on to speak of, "the success of Portmagee's school, recently started, is so far in advance of anything preceding it as to create a desire for more than one repetition of your efforts on behalf of the children of your tenantry",¹²⁵ and it claimed that "Scholars from the town of Cahirciv-en will go to this school, seeing what is being done at Portmagee".

Five years later the school was not yet built, but it had nonetheless become a bone of contention between the college and Canon Brosnan. If it was to pay one-third of the cost, the board insisted that its agent should be manager, while the tenants objected to the exclusion of the parish priest from the managership. They pointed out that there was not a single protestant family in the area of the proposed school, and cited the example of neighbouring proprietors, such as Lord Lansdowne, who contented themselves with the title of patron. An attempt by the luckless Captain Needham to resign in favour of the canon, only earned him a severe reprimand from the board and a peremptory order to resume the managership. A "temporary" National School was in operation by 1884, and a report on it which was sent to the provost by the agent¹²⁶ would seem to suggest that the college was at least holding its ground in the contest with Canon Brosnan. The present school building is dated 1886.¹²⁷

Even in its support of the Protestant National School in Cahirciveen, the college had cause to complain of the local clerical presence. In 1866 the protestants had a school with an average attendance of twenty-five in part of a rented house in Cahirciveen. It was supported by the Island and Coast Society, and the master's salary was £42 with a free house. The college had acquired the old parish church in Cahirciveen and the rector suggested that the college should convert it into an efficient school, to be called "The College School",¹²⁸ and undertook to keep open the parish clerkship and the post of sexton, together worth £16 per annum, until the master was appointed. In 1869 an estimate of £430 was accepted for a new school at Cahirciveen¹²⁹ - the plan of converting the old church was not adopted and it remains a ruin to this day. Thenceforth, the school was largely supported by the college - grants amounting to £50 in the spring of 1871 typified the annual college subvention. In 1873 the rector informed the board that the select vestry proposed to place "the parochial school" under the National Board of Education - local subscriptions to the school only amounted to £18 per annum including the rector's £10.¹³⁰ Thereafter, the board contributed £20 per annum towards the master's salary as well as keeping the school-house in repair. In spite of all this, the agent had in 1888 to report that the school "has gone to the bad - several children are going to the National School (i.e. that under Roman catholic management) in preference" and he suggested that the board should withdraw its subvention until there was some improvement in its management. Improvement there must have been for in 1900 the "usual £20" was voted. In 1903 £10.17 was spent on new desks; and in spite of the recorded dissent of the vice-provost, in 1906 a piano was

acquired for £10, while in 1909 W. J. Delap the college agent, was installed as manager.

Portmagee school seems to have been consistently successful and well-conducted, thanks largely to the abilities of the headmaster, Timothy Hurley and his wife, Bride. They were installed in 1881, and as late as 1923 the bursar was explaining that the college could not subsidise the school after Timothy Hurley's retirement. It had continued to evade clerical control - the manager in 1923 was Miss Elizabeth Butler of Waterville, daughter of a former agent.

All classes and creeds in Cahirciveen ranging from the protestant senior fellows to Canon Brosnan, were able to unite on one issue at the beginning of the 1890s - that the station of the projected line of the West Kerry railway terminating at Reenard point opposite Valencia, must be sited in a central part of the town of Cahirciveen and not where the Great Southern and Western Railways proposed to put it. Eventually the directors were obliged to visit Cahirciveen to see the rival situations for themselves, following which they gave way to the college. But when the bursar tried to charge them for the site, the directors in expressing their surprise, could not forebear from pointing out "that the site of the station on the slob land was selected at your special request ... and that the college estate will really derive more benefit from this line than the Great Southern and Western Co."¹³¹ But by now the extent to which even an energetic agent such as Butler could effect any large-scale improvement, was limited. In 1892 he had to confess that "one quarter of this district is growing weeds" while his description of the inhabitants to the Congested District Board is evidence of his despair:

"The people of this district are neither industrious or thrifty as a rule; they are generally sober except on Market Days, Fair Days or holidays, when they visit the villages and invariably come home the worst for drink. They are by nature indolent and have no care for tomorrow, time being a matter of no consequence, and never doing today what can possibly be put off till tomorrow.

Another indication that the agricultural sector in Iveragh had made very little progress in the preceding ten years is shown by the fact that the college was early in 1891 setting about importing another cargo of seed potatoes to be sold to the tenants at reduced prices,¹³² but this was by now an isolated case for college involvement in the welfare of the area was clearly in decline. The Portmagee tenants were informed that they would have to keep the non-county roads in repair by their own efforts.¹³³ Although the usual charities were kept up, £5-£20 was now the usual size of college contribution.¹³⁴ The only large grant was one of £150 towards the construction of a pier at Portmagee if the Congested Districts Board would undertake the work - in Needham's day the college would have been expected to bear the entire cost.

The board was well aware of the high calibre of Butler and Delap as agents. In 1891 when there was a possibility of the middle-interest in the college property near Kenmare falling in, Nunn assured Delap "I would be much surprised if the board did not give the management of it to you and Mr Butler ... they all know how well the Cahirciveen estate has been managed".¹³⁵ Butler's advice was

also sought about other troublesome college properties in Kerry. He had in 1885 to take over the management of the small Knocknamon estate from Thomas Greany, who proved quite unable to withstand the rigours of the times. Butler died in 1905 and Delap in 1910 and it was Robert Fitzgerald of Tralee who, after very little acquaintance with the estate, received the substantial fee of £1,060 for negotiating its sale; despite the fact that all the ground-work had been laid by Butler and Delap.

As early as 1905, the college had indicated its willingness to sell,¹³⁶ but no definite approach seems to have been made to the tenants until August 1908, when W. J. Delap met over 100 tenants accompanied by their solicitor and parish priests at the Court House, Cahirciveen. Delap proposed a sale on the basis of twenty-three and twenty and a half years' purchase of second and first term rents, respectively. The tenant offered to buy at 6/- and 8/- in the pound reductions (roughly equivalent to 21½ years and 18½ years) and there the matter rested for some years.¹³⁷ Delap pointed out to the bursar that this offer came to £44,597 net, which at 3% interest would bring in £1,338 per annum, whereas the present net income from the estate was only £1,440 per annum.¹³⁸ He advised the college to hold out for 5/6d reduction on second term rents,¹³⁹ and to concede the remaining differences since the 6d. would more than cover the £100 difference.

In the sequel, the college obtained a better bargain from the Congested Districts Board and this must be one of the small number of cases where a landlord gained by postponement. By 1913, the rental had shrunk to £2,600, but there were 400 tenants. Fitzgerald pointed out that this immensely increased the difficulty of dealing

with the estate and that "a sale in Kerry is much more troublesome than in practically any other county in Ireland".¹⁴⁰ Finally the college accepted £52,275 in 3% stock from the Congested Districts Board for the entire Iveragh estate.¹⁴¹ Although this was equivalent to only about twenty years' purchase (in contrast to the policy of seeking 27½ years' purchase which was the objective which Anthony Traill set himself as bursar on the passing of the 1903 act) , it more than compensated for the actual receipts from the estate in recent years.¹⁴² It also had the considerable advantage of including the town of Cahirciveen in the sale, thus enabling the college to make a clean break with Iveragh and save on future administration.¹⁴³

This study of the college estate of Iveragh has inevitably been taken up with two topics: the collection of rent and the alleviation of distress, since these were the only things about which the college was seriously concerned. It does not attempt an overall view of the life of the estate or indeed of the activities of Captain Needham, the only full-time agent ever employed by the college. Clearly he was also expected to be a leader of the tiny unionist and protestant community in this remote part of Kerry. We get a side view of this in relation to his dealings with educational facilities and another glimpse from his attendance at an anti-Fenian demonstration on Valencia organised by the knight of Kerry in January 1867.¹⁴⁴

But for our purpose, Iveragh furnishes an interesting example of an estate where the landlord began to invest a large proportion of the income in improvements at a period when time was running out for experiments of this kind. The college lost heavily by its excursion into estate management on a large scale: had a perpetuity

lease been granted in the more usual way, receipts over the period 1865-1913 would have been of the order of £104,000;¹⁴⁵ actual gross receipts for the period were only £140,000. By the end of the century, college opinion had become thoroughly disillusioned with estate management. The vice-provost declared:

"My experience of the estates managed by agents had not been satisfactory - the outgoings are prodigious and the portion that leaks into the cista communis is inconsiderable - for a grand example you might examine the accounts of the Iveragh estate".¹⁴⁶

It is difficult to disagree with the vice-provost's assessment. The factors involved include erosion of the landlord's position by the land acts; ineffectiveness of agents and poor decision-making processes by a corporate landlord. With a more dynamic approach to management the college might have made more money from the estate, or it might have made some significant improvement in the prosperity of the area. It might even have done both.

FOOTNOTES TO CHAPTER 8

1. Mun/V/78/54.
2. M. J. Byrne: 'Rattoo' in Cork Historical and Archaeological Society Journal, 17 (1911) 22-5.
3. (1740-1821). Created 1st Baronet 1809.
4. U.C.D., O'Connell papers, P/12/0304.
5. Mun/V/61-7.
6. 1776-1839, third son of Sir Rowland Blennerhasset, 1st Bart. He married a daughter of Lord Ventry and was resident in Dublin.
7. James O'Connell to Daniel O'Connell, 10 November 1807, U.C.D. O'Connell papers, P/12/2B/233.
8. Ibid., 18 December 1810, U.C.D. O'Connell papers, P/12/2B/242.
9. The last renewal of the lease took place on 30 April 1845 for twenty-one years from the previous 1 November.
10. U.C.D., *ibid.*, 12/103/7.
11. Ibid., 12/103/6.
12. It would appear from the O'Connell papers that the Blennerhassetts' share consisted of the town, demesne and mountain of Cahirciveen. Ironically the nineteenth knight of Kerry ~~com+~~plained bitterly that his own estate on Valencia had been let to middlemen in 1795 for three lives (see J. S. Donnelly, op. cit., 14). Donnelly is mistaken in stating that the knight owned "practically all of Valencia Island".
13. Cf. the highest rent and fine then payable of £246. Mun/V/79/9.
14. Or £830.15.4.
15. U.C.D., O'Connell papers, P/12/103/4.
16. Ibid., 3/12/3/14.
17. Ibid., P/12/3/37.
18. C. J. Lyne: 'Dr Dermot Lyne: An Irish Catholic Land-holder in Cork and Kerry under the Penal Laws', in Journal of Kerry Historical and Archeological Society, No. 8, 1975, 54-72.
19. James O'Connell to Daniel O'Connell, 17 February 1816, U.C.D., O'Connell papers, P/312/3/8.

20. Ibid., 18 January 1822, U.C.D., O'Connell papers P/12/3/26.
21. Ibid., 17 February 1822, P/12/3/27.
22. Thomas Reid: Travels in Ireland in the year 1822, (London 1823) 276.
23. Henry D. Inglis: A Journey throughout Ireland during the Spring Summer and Autumn of 1834 (London 1835), 239.
24. Thomas Campbell Foster: Letters on the Condition of the People of Ireland (London 1846) 397.
25. Ibid.
26. William Bennett: Narrative of a recent journey of six weeks in Ireland (London, 1847) 116.
27. William Bennett: op. cit., 116.
28. Daniel O'Connell to Maurice O'Connell, 13 January 1847, U.C.D., P/12/C/23.
29. John J. Horgan in Michael Tierney (ed.) Daniel O'Connell (Dublin 1949) 272.
30. Ibid.
31. In 1780, the seventeenth knight rented it from Lord Orkney and it was bought out in 1807 from which time the knights were the sole landlords apart from the college.
32. Thomas Radcliff: A Report on the Agriculture and Live Stock of the County of Kerry (Dublin 1814) 58.
33. Reid, op. cit., 282.
34. Inglis, op. cit., 242.
35. Foster, op. cit., 536.
36. Mun/P/23/1692 (2).
37. Yet the PLV was £4,244 gross (£3,144 net).
38. But £622 was recovered from the Government (HC 1884, LXIV).
39. Rentals of Hamilton Estate of Brownhall.
40. W. E. Vaughan, op. cit., 87.
41. Thomas Fitzgerald to the bursar, 10 December 1881, and 9 March 1882. Mun/P/3/458-9.
42. Fitzgerald's valuation was completed by Curry Rae of Dublin.

43. Butler to the bursar, 14 April 1884. Mun/P/3/70.
44. B. L. Solow: The land question and the Irish economy, 1870-1903, (Harvard, 1971) 175.
45. Cf. Garvey.
46. Needham to the bursar, 12 October 1879. Mun/P/23/1677 (2).
47. Nunn to Needham, 5 July 1880.
48. Bursar to Needham, 5 July 1880. The point which had to be laboured to Needham in subsequent letters was that the reduction should not seem to be produced by fear of the bill introduced by the new chief secretary following Gladstone's return to power in April 1880. The bill aimed to award compensation to certain classes of evicted tenants out of the Irish Church surplus and was thus doubly obvious to Irish landlords.
49. Nunn to Needham, 6 August 1880.
50. Ibid., 9 November 1880.
51. Needham to bursar, 25 September 1881. Mun/P/3/854.
52. James Edward Butler of Waterville (1856-1905) J.P.; high sheriff of Co. Kerry 1892, m. 1897 Mary, daughter of William Goyne Stevens (Burke Peerage sub Dunboyne barony).
53. Butler to the bursar, 1 July 1886. Mun/P/3/102.
54. Mun/P/23/1638.
55. In 1851 there were an additional 1,293 persons living in the Cahirciveen workhouse. This number had shrunk to 133 by 1861.
56. Mun/P/23/1638.
57. Mun/P/23/1651.
58. Mun/P/23/1690 (1).
59. BR 1 February 1868.
60. BR 18 March 1871.
61. BR 18 October 1873.
62. Mun/P/23/1641.
63. MunEP/23/1638.
64. Mun/P/23/1866a.

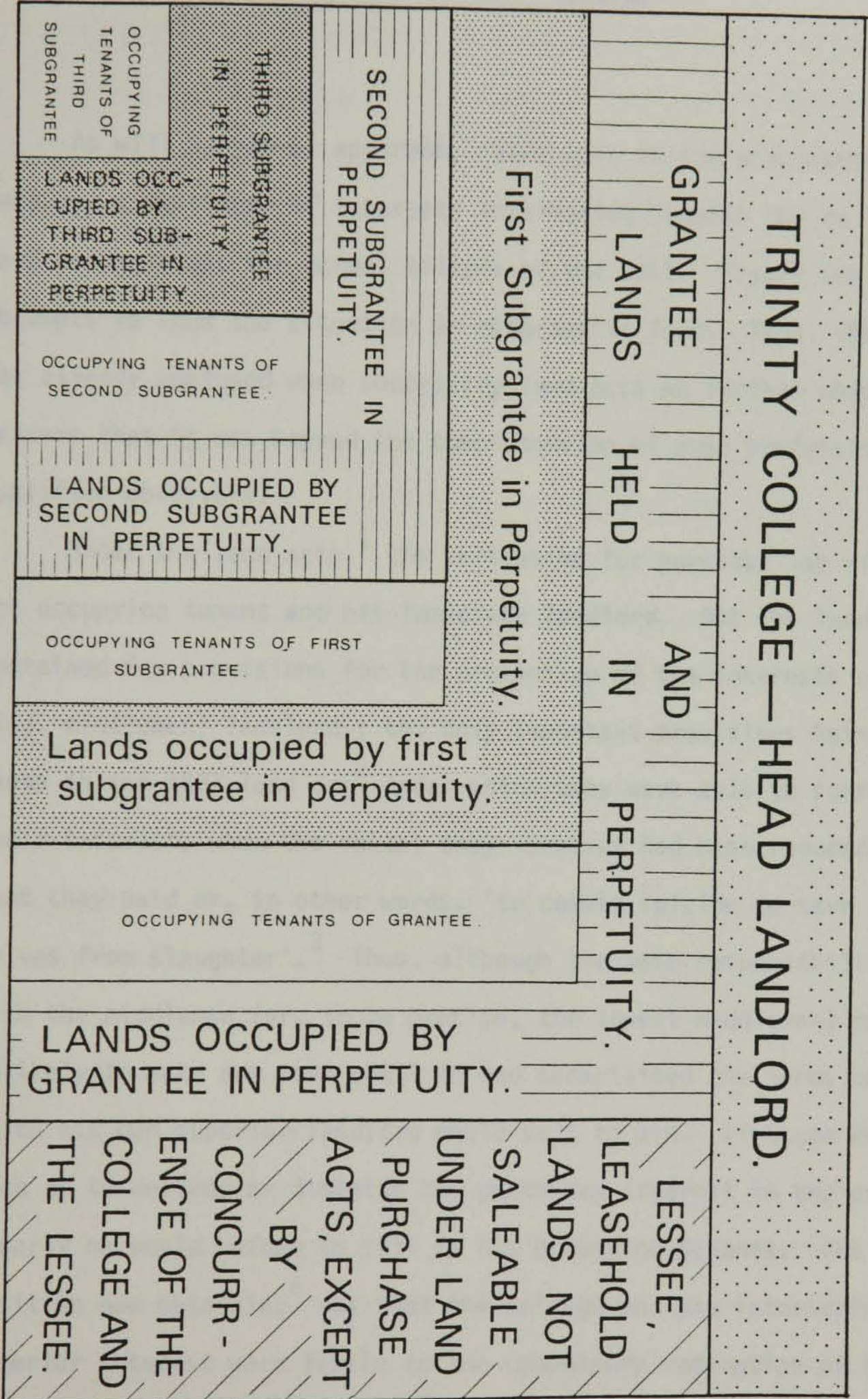
65. Bursar to Needham, 24 June 1876. Mun/P/3/822.
66. Needham to the bursar, 17 July 1876. Mun/P/23/1667.
67. BR 14 February 1885.
68. J. E. Butler to the bursar, 21 January 1886. Mun/P/3/100.
69. Bursar to the clerk of the Rural District Council, 19 May 1906.
70. He was also post master and one of the town's leading Nationalists. He founded the Cahirciveen branch of the Irish National League in 1885.
71. Needham to the bursar 25 June 1883. Mun/P/3/963.
72. Bursar to Needham, 29 October 1879.
73. Presumably on the same principle a recent photograph of His Majesty was purchased in 1903 for three guineas.
74. BR 18 April 1885.
75. J. E. Butler: Report on the District of Cahirciveen to the Congested District Board, 21 December 1892. Baseline reports from inspectors, 663.
76. But this statement conflicts with one by the bursar when he spoke of charges and improvements costing £16,657, between 1866 and 1879 amounting to only just under 30% on a rental of £4,000 (bursar to Needham, 23 December 1879). The two years difference can hardly account for the disparity. These statistics were assembled for use against Charles Russell, M.P. in the Daily Telegraph.
77. Letters in the Daily Telegraph published as New Views of Ireland (London 1880).
78. Mun/P/23/1866A.
79. Needham to the bursar 28 December 1881. Mun/P/3/860.
80. Needham to the bursar 21 December 1884. Mun/P/3/974.
81. Bursar to C. J. O'Connell, 18 October 1879.
82. In 1880, Captain Needham reported that the slate mine which used to employ 240 men, at present employed only 120. (D.D.C. Pochin Mould: Valencia, 87. In 1881, the manager was complaining that Irish people would not use his slates in preference to Welsh slabs, and hence he was not able to give sufficient employment to ward off distress on Valencia (Kerry Sentinel, 22 March 1881, Letter of George B. Magnus.
83. Bursar to Needham, 16 December 1879.

84. Nunn to Needham, 18 December 1879.
85. Bursar to Needham, 22 December 1879.
86. See memorial brass to Needham in Cahirciveen church. (Now closed).
87. Bursar to Garvey, 23 March 1880. Mun/P/23/1871 (5).
88. Garvey to bursar, 24 March 1880. Mun/P/23/1871 (6).
89. Mun/P/23/1716a.
90. With an average of eight persons in each.
91. MunEP/3/72.
92. Mun/P/3/68.
93. Mun/P/23/1677 (2).
94. Bursar to Needham, 16 December 1879. It may be mentioned that within three years of the date of that letter the college found itself obliged to wipe out all drainage repayments as an incentive to persuade tenants to pay their by then reduced rents. In no case on this estate were "loans" ever repaid whether for Indian meal, champion potatoes, or for drainage.
95. Bursar to Needham, 23 December 1879.
96. Nunn to Needham, 2 February 1880.
97. Mun/P/23/1686.
98. Reports from inspectors on the state of the potato crop; the general harvest and the condition of the poorer classes.
91, H.C. 1881, XLVII, 407.
99. Mun/P/3/933.
100. The first league branch in the county was formed in Tralee in October 1880.
101. Butler to the bursar, 28 September 1885. Mun/P/3/93.
102. Butler to the bursar, 11 November 1885. Mun/P/3/95. The whole object was said to be to injure Jeremiah Kelly, the lessee of the market, who four or five years previously had taken an evicted farm from one of the Burkes. Burke was a relative of Mr E. Fitzgerald of the hotel "who is the promoter of all the trouble", Burke owed Fitzgerald money which Fitzgerald had a chance of recovering if Burke got back the farm. Kelly was boycotted and "there are meetings held almost every Sunday where the people are told not to pay any rent and no landlords or agents had got one-tenth of what they usually got other years".

103. Butler to the board, 19 November 1885. Mun/P/3/99.
104. Butler to the bursar, 21 January 1886. Mun/P/3/100.
105. Ibid., 28 January 1886. Mun/P/3/101.
106. Ibid., 23 August 1886. Mun/P/3/106.
107. Mun/P/3/72.
108. Mun/P/3/631a.
109. Butler to the bursar, 26 September 1885. Mun/P/3/93.
110. William Joseph Delap (1857-1910) J.P., of Dublin, Land Agent. (J.B. Leslie: Ardfert and Aghadoe Clergy and Parishes, (Dublin 1940) 160.
111. Butler to the bursar, 21 January 1886. Mun/P/3/100.
112. Ibid., 28 December 1885. Mun/P/3/98.
113. Bursar to Needham, 28 June 1880.
114. Ibid.
115. Mun/V/78/54.
116. Ibid.
117. Mun/P/23/1642.
118. Mun/P/23/1642.
119. BR 26 February 1870.
120. T. Hurley to J. E. Butler, 9 December 1898. Mun/P/3/1295.
121. Mun/P/23/1688. One of the buildings is still in use and bears the date 1877.
122. Mun/P/3/616.
123. Mun/P/23/1683 (1).
124. Mun/P/3/850.
125. BR 31 October 1868.
126. Mun/P/3/73.
127. Now derelict.
128. Rev. Richard Moore to Dr Hart, 8 March 1866. Mun/P/23/1643.

129. BR 14 July 1869.
130. Rev. T. T. Hallaran to the bursar, 14 October 1873. Mun/P/23/1659.
131. Secretary to the Great Southern and Western Railway to bursar, 3 June 1891. Mun/P/3/539.
132. BR 11 October 1890.
133. Ibid.
134. £20 to Miss Delap for the Valencia Fisherman's Shelter and Reading Room, BR 21 November 1890; £20 to the flagging of Quay Street, Cahirciveen if the householders raised the same amount, BR 7 May 1892; £5 to Valencia Village Hospital, BR 11 February 1873; £3 to James Wynn for roofing his house, BR 4 February 1893.
135. J. H. Nunn to W. J. Delap, 3 March 1891.
136. At 30% reduction of first term and 20% of second term rents.
137. W. J. Delap to the bursar, 9 August 1908. Mun/P/3/1358.
138. The holdings in the town of Cahirciveen brought in circa £500 per annum and were excluded from all these calculations.
139. Three-quarters of the tenancies were, in law, second term.
140. Mun/P/23/1727a.
141. Mun/P/23/1722.
142. The college received £1,818 per annum interest on the purchase money cf. net cash receipts of £1,651, £1,950 and £932 in 1911-13.
143. Apart from five buildings excluded from the sale because of intervening interests.
144. D.D.C. Pochin Mould, op. cit., 75.
145. This is based on the assumption that after the period in which a perpetuity grant could be required had passed, the college would have insisted on the major limit, i.e. one-fifth added to the previous average rent and fines.
146. Memorandum by the vice-provost (the Rev. J. W. Barlow), 3 March 1900. Mun/P/27/67.

Figure One.



CHAPTER 9The dispersal of the Estates

As will by now be apparent, there was, in the nineteenth century, a multitude of interests intervening between the college as head landlord and the actual tillers of the soil. Figure One (opposite) attempts to show the situation in diagrammatic form. Thus, the scene was already confused when successive land acts so further complicated matters that it was beyond the comprehension of even professionally-qualified observers.

Under the land acts,¹ the initiative for purchase lay with the occupying tenant and his immediate landlord. But the land acts contained few provisions for the protection of the interests of mesne (i.e. middlemen) landlords; the only important provisions being those in the 1887 land act² under which they were able to surrender their interests when the rental they received had been reduced below what they paid or, in other words, 'to commit suicide to save themselves from slaughter'.³ Thus, although the main responsibility lay with the middleman (or, to be precise, the lowest middleman) he was unlikely to make any move until he had ascertained the terms on which his own superior landlord would sell to him. If these were such as to destroy or diminish his pecuniary interest in the property, clearly he would refuse to sell to his occupying tenants. The position now obtaining⁴ was that the college and any intervening superior interest were liable to the compulsory redemption of their interests piecemeal from below,⁵ but there was not (until 1909) any means of compelling the immediate landlord to sell to his occupying tenants. It was moreover impossible to achieve the sale of the

whole of a sub-granted estate or a redemption of the entire college head-rent by a single proceeding. Traill had, with the aid of the university's M.P.s, secured by section thirty-nine of the 1903 act, a sum of £5,000 per annum to be used to indemnify the college against any loss of income arising from redemption of its interests under the land purchase acts. In his evidence to the commission, Traill declared: "we have done our best to help the middlemen, in asking for £5,000 a year; but certainly I don't see why we should lose our income",⁶ and he refused to accept the middlemen's contention that this indemnity would enable the college to accept less than twenty-seven and a half years' purchase of its rents.

The bursarship was at this crucial period in the hands of one who was himself a landlord in the north of Ireland and who was to prove the toughest and shrewdest college officer in its history. By insisting on the college receiving twenty-seven and a half years' purchase (the upper extremity of the zone specified under the 1903 act for second term rents), Traill effectively destroyed the middlemen's interest and caused the dead-lock situation which the Fitzgibbon commission was, in part, set to resolve. In the event, Traill's insistence on twenty-seven and a half years' purchase proved to be an untenable position - he himself as a landlord must have been well aware that it was above what other landlords expected to obtain and he may have intended it solely as a bargaining weapon in the negotiation for the £5,000 provision in the 1903 act. Compulsory redemption from the lowest interest upwards, until it reached the college interest, could now proceed on a piecemeal basis but two major weapons remained in the college's hands.

Middlemen were desperately anxious to earn the 12% bonus payable on the sale of an entire estate, and this required that a price be negotiated voluntarily with the college for its interest in the entire property. Secondly, in the case of leasehold lands with less than sixty years to run, the college had to be persuaded to extend the lease in order to bring it within the scope of the land acts.

As the following table (A) shows, the college managed to obtain a respectable average of 23.9 years' purchase. Of course, this does not disclose the amounts of arrears which were lost by these sales and it is not, in all cases, possible to discover the amount written off.

Early in 1904, the board was forced to accept a fraction over twenty-six years' purchase for the Ballincor estate, having briefed counsel to argue for twenty-seven and a half years before Mr Justice Meredith.⁷ Moreover, this estate consisted of fee farm grants where the rents were not variable, as in the case of perpetuities under the 1851 act. In January 1905, the board offered to accept twenty-six and a half years' purchase for the very large, but not wholly, agricultural Kirk estate;⁸ an offer which does not seem to have been accepted, since the college is still receiving a perpetuity rent for unredeemed portions of that estate. In March, they agreed to accept a similar sum for Derragh,⁹ although in the previous month they had reiterated the demand for twenty-seven and a half years in response to an offer of twenty-five years purchase from the tenants of Ballywire.¹⁰ The sale of the other estates proceeded at a leisurely pace. Mr Blacker-Douglas' holding was the largest of all

Table A Sales of Estates to middlemen tenants

County	Date of Sale	No. of Years purchase	Purchase money	Estate	Notes
Armagh	1905	26.5		Kirk	Not concluded
"	1911	24.4	£ 4,620	College Hall (pt)	
"	1911	24.5	£ 3,680	Fellows Hall (pt)	
"	1914	25		Aghanample (pt)	
"	1918	19.2	£ 9,800	Fellows Hall (pt)	
"	1920	20		Aghanample (pt)	
Donegal	1910	25.5	£ 7,600	Drimgowan	
"	1912	21.2	£ 2,000	Coolrimur	
"	1923	22	£ 6,864	Cowlowdown (pt)	
Fermanagh	1925	24.1	£ 54,743	Slutmulrooney	arrears of £16,000 written off
Kerry	1905	25.6	£128,000	Blacker-Douglas	
"	1906	24.5	£ 23,100	Gortagass	
"	1910	23	£ 17,559	Aghamore	
"	1910	23	£ 12,673	Derragh	
"	1910	24.2	£ 12,121	Nohoval	
"	1911	25.3	£ 19,924	Cloonbrane (pt)	
"	1911	20.9	£ 2,200	Kilcomans	
"	1912	25	£ 9,280	Murhur	
"	1916	25.1	£ 10,315	Ardcanaght	
"	1921	25.2	£ 4,840	Cloonbrane (pt)	
Kildare	1908	25	£ 1,200	Killinagh	
Kings	1904	26.2	£ 2,175	Ballincor	
Limerick	1908	26	£ 13,000	Ballyline	
Longford	1908	24.7	£ 26,000	Carriglass	Not concluded
Longford	1923	20.9	£ 22,000	Carriglass	

the college grants and his offer turned out to be a very good bargain indeed, so much so that in the case of at least one of the properties (Letter alias Ballynoneen) the board agreed to accept £15,583 instead of the £16,055 due under the 1905 agreement; since the former was the price placed on the holding by the estates commissioners. Thus Blacker-Douglas was left with no margin at all except of course his bonus and out of this he had to pay up his arrears and all costs and expenses of the sale.¹¹

In 1913, A. H. Orpen was asking the board to reduce its price for Gortagass to £20,000 on the grounds that he had calculated on receiving £17,500 for himself, and he now found that he would make not more than £2,500.¹² Provost Traill declared, 'I have analysed A. Orpen's figures and overthrown most of his calculations', but nevertheless advised against exacting 'the last lb of flesh'.¹³

In spite of this advice, the board refused to give way and informed Mr Orpen that he was at liberty to apply to the court to fix the redemption price of the remaining sub-grants, while the agreement of 1906 should be adhered to in the case of the land in his own hands and of sub-grants already disposed of.

The Vesey-Fitzgerald estate of Murhur (2,411 acres) was one where the lessee received rent of £836 and paid £371 to the college. In his evidence to the Fitzgibbon commission, John V. Vesey-Fitzgerald K.C., said that he was prepared to accept the terms (24.61 years' purchase) being offered by his neighbour, the earl of Listowel, if the college were to similarly reduce its terms from twenty-seven and a half years.¹⁴ But eventually, in 1913, he settled for twenty-five years' purchase for the whole estate.

Aghamore (2,907 acres) which had been in the hands of the Gun family since 1815, was much complicated by sub-perpetuity grants. Mr Gun had a margin of only £88 on his rent of £766 and he had already accepted 23.08 years' purchase for his own fee simple estate. Eventually, the college agreed to accept twenty-three years' purchase also,¹⁵ but the offer was not accepted and the estate began to be redeemed piecemeal at an average of twenty-three and a half years' purchase. Co. Armagh, which contained the best quality college land, presented a distinctive picture. Mention has already been made of the abortive attempt to dispose of the Kirk estate. A small portion of the Armstrong estate of Derryhaw (1,918 acres) was sold to the occupying tenants in 1898, but most remained unsold until c. 1930. In his evidence before the Fitzgibbon commission in 1904, Henry Bruce Armstrong said that since the passing of the Wyndham act, he felt that to sell at 26.15 years' purchase (the figure his tenants were likely to give) would not leave him a sufficient margin. There was also the unusual factor that he farmed a considerable part of the estate on his own account. Some portions of the estate were, however, redeemed and by 1924, Mr Armstrong's rent was £878 cf. its 1904 level of £1,068. This was further reduced to £420 in 1928 (the college receiving 19.9 years' purchase). The very large adjoining estate of Brootally (3,249 acres) had by 1904 been entirely disposed of to the occupying tenants at twenty-five years' purchase¹⁶ of an occupier rental of £2,172. Major Maxwell Close made only £9,310 on the sale after redeeming the college and against this he had to set lost arrears of £4,403. However, he received an additional sum by way of bonus, £6,517,¹⁷ which had presumably encouraged him to deal with his tenants.

Sir James Stronge had begun the sale of the adjoining estates of Fellows Hall (1,258 acres) and College Hall (1,052 acres) before the passage of the Wyndham act and had accepted twenty-five years' purchase for some second term rents without waiting to see how much the college would take for his head-rent. But he had delayed allocation of the purchase money in the hope that the college would lower its demand for twenty-seven and a half years' purchase. The occupation rental in 1904 was £1,414 as compared with the college rent of £1,423, but this disguised the fact that Sir James kept the mansion house of Fellows Hall and the adjoining three hundred acres in his own hands. This amounted to a considerable margin since it is a fine house on prime agricultural land. The sale of the tenanted land proceeded piecemeal - by 1914, the head rent was reduced to £1,085.

The Laggan estate (2,298 acres) in the hands of Miss Jane Dobbin was entirely sub-granted in several layers and the small farmers at the bottom had all had their rents reduced under the act of 1891. Miss Dobbin's margin was small and perhaps for this reason the college head-rent of £680 (annually abated to £600) was not redeemed until after 1923.

The 10,000-acre estate of Slutmulrooney proved to be as difficult to dispense with as it had been to manage. At the time of the inquiry conducted by the Fitzgibbon commission in 1904, the occupying tenants had not come together to make any offer for the estate and negotiations for a sale dragged on from 1916 until 1925. The college lost heavily by the delay. The college rent was £2,263 and in 1925 it agreed to accept c. £59,000 and £722 in 3% stock for the estate, but it had to wipe off no less than c. £16,000 accumulated arrears.¹⁸

This estate represents an extreme example of one where the occupying tenants by refusing to pay rent managed to absorb not merely the middle interest but also a sizeable portion of that of the head landlord as well - in all, the college lost c. £23,000 in arrears on this estate.

The south Donegal lands were heavily complicated by sub-grants, the owners of which in several cases had gone bankrupt. Of the two Conolly estates, Rossinowlagh (13,000 acres) was wholly agricultural. It represented a very important precedent for the sale of all the college estates. The lessees' interest was insolvent and hence not entitled to the bonus under the 1903 act. It was brought before the Landed Estates Court by the mortgagees in 1899, on which occasion the tenants offered fourteen years' purchase and the college offered to sell at twenty years'.⁹ The discrepancy between that and twenty-seven and a half years' was the subject of frequent hostile criticism in subsequent years. Provost Traill, when the point was put to him by counsel, stoutly denied any inconsistency, pointing out that under the 1903 act, the tenant was advanced the purchase price at $3\frac{1}{4}\%$ interest whereas previously he had to pay 4%. Hence he would give more years' purchase and the security for the head rent was greater.²⁰ In the event, the head rent continued to be paid even after the passing of the 1923 land act although by 1928 arrears of £3,578 had accumulated.²¹ It was eventually redeemed in 1933 for a sum which produced an annual income of £1,350 in place of a rent of £1,789, and only £226 was received in settlement of accumulated arrears.

The second Conolly estate, named Cowlowdown (2,900 acres, included the entire town of Bundoran. The Conolly interest had been sold in 1868 and 1,744 acres passed to the Teevan family, the current

representative of which had, so the Fitzgibbon commission was informed, conveyed to a pauper (in fact, his butler) to escape his liabilities. In the 1868 sale, the estate had been divided into thirty-nine lots but thirty-three of these were indemnified against the college rent of £868 by the remaining six lots. Almost all the middle interests were insolvent: there were no fewer than six receiverships in operation which succeeded in merely getting enough to pay the college head-rent.²² But by 1909, arrears of £2,626 had arisen. Not surprisingly, the process of upward redemption was not rapid, and by 1918 the only sale which had taken place was a substantial one in 1911 which had reduced the college rent to £312.²³

Due to the insolvency of the Teevan estate (one of the indemnifying lots) an arrear (amounting to £2,188 in 1922) in the head rent steadily built up and by 1923, the college found that its only legal remedy was the eviction of the whole town of Bundoran for non-payment of a head rent which the town properties believed themselves to be indemnified against. As an alternative, therefore, the college offered to redeem the entire perpetuity rent of £312 at twenty-two years' purchase²⁴ and to accept £1,425 in settlement of accumulated arrears.²⁵

The 3,881 acre Dringowan estate was one of three large college estates in south Donegal in the hands of different branches of the Hamilton family of Brownhall. The college rent was only £299 and Mr W. A. Hamilton had a gross margin of £250. In 1904, he and his occupying tenants were squabbling about the ownership of sporting rights,²⁶ but they settled their differences and by 1909 a purchase price of £7,600 had been agreed which was eventually accepted by the board. The public trustee had to contribute only £71 from the

indemnity fund to bring the interest on this sum up to the level of the former rent.²⁷ The 4,187-acre Lisminton estate was in the hands of Major James Hamilton of Brownhall. The college head rent was £872. The lessees' occupier rental had shrunk from £1,689 in 1881 to £1,318 in 1901, which nonetheless allowed him a significant margin. The tenants showed no inclination to purchase at the time of the Fitzgibbon commission and nothing had been done by the date of the passing of the 1923 land act. It was eventually redeemed in 1933 at a price which brought an investment income to the college of only £698. The third Hamilton holding, Murvagh (3,227 acres) was also insolvent and a sale to the Congested Districts Board was being considered in 1904. The college head rent of £425 took almost the entire occupier rental. Nothing came of the sale to the Congested Districts Board and as late as 1918, the bursar was inquiring of the agent, 'would it not be advisable to sell to the sub-tenants and have the rent redeemed?',²⁸ but the estate was still unsold in 1925 and the rent was not redeemed until 1933.

The Johnston estate of Drimany (5,213 acres) was also insolvent - it took the entire proceeds of the property to pay the college head rent of £1,161. From 1884 it was under the control of a receiver appointed by the courts on the application of a mortgagee and over the following twenty years, the receiver managed to pay off over £4,000 arrears due to the college.²⁹ The estate was sold in 1908 without any loss of arrears.

By 1913, arrears of £7,676 (annual rent £3,067) had accumulated on the Kilmacrenan estate,³⁰ and in the following year, Lord Leitrim gave an undertaking to pay everything he received from the estate over to the college until the arrear was cleared off. In spite of this, a large arrear continued - £6,749 was due in October 1920 and

the bursar pointed out to Lord Leitrim: 'There is no doubt much trouble and disorder in the country, but agricultural rents are fairly well paid at present and the stress of the times is felt by the college as well as by everyone else'.³¹ The college insisted on the appointment of J. Allen Osborne, solicitor, of Milford, Co. Donegal, as receiver over the estate until such time as rent and arrears were paid up to date. The receivership continued until 1925, but it seems to have been of a nominal nature since the bursar was to be found corresponding directly with Lord Leitrim's agent who sent up a plea in 1922 that the tenants refused to pay any rents unless they got a 50% reduction. The bursar informed him in language redolent of fifty years previously, 'the rent roll of Kilmacrenan is such that there has been a large margin in favour of the earl of Leitrim over the head rent ... it is precisely the existence of this margin that entitles Trinity College to expect the head rent in full even in occasional years when the earl of Leitrim may deem it desirable to make concessions to his tenantry'.³² Thus virtually no movement took place until the tenanted land automatically vested in the occupiers under the 1923 act. A perpetuity rent of £252 is still being paid to the college by the Leitrim Estate. This is attributable mainly to the village holdings, woods and rivers.³³

The college had a narrow escape from the penal provisions of the 1923 act in the case of the Lefroy estate of Carriglass. In 1908, Colonel Lefroy had made an offer of £26,000 (24.7 years' purchase) for the entire estate and this had been accepted by the college. There were two complicating factors which were of benefit to the college in subsequent negotiations: (i) there was a large demesne which was outside the scope of the land acts, and (ii) about

half the land was on a ninety-year lease and the college had to agree to extend the lease to bring Colonel Lefroy's interest within the scope of the 1903 act. But in fact, the number of years' purchase being given by the land courts steadily decreased and in 1923, Langlois Lefroy sent a full account of his plight to the board. He had seen the price which he was to receive from his sub-tenants reduced from 24.6 years' to twenty-three and twenty years'. "The local M.P. bound together all his tenants to refuse to pay any rents pending a sale agreement" and for the future Mr Lefroy saw nothing but "trouble and evictions ahead on properties hitherto peaceful".³⁴ He asked the college to reduce its demand to £20,000 remarking, "the college will receive hard cash value, we a certain sentimental value much of which, as you are well aware, may go up in smoke on any night".³⁵ Eventually, the board by eight votes to three, agreed to accept £22,000 "not to be disclosed in the event of the matter coming before the courts".³⁶ Although this was only 20.9 purchase, it was nonetheless a considerable improvement on the fifteen years which the land courts were likely to award in the case of the tenanted portion of the estate. In his letter accepting the board's offer, Mr Lefroy remarked, "on my return yesterday, I found some thirty-six yards of boundary wall ripped down and spread on the road".³⁷

The college was, of course, having simultaneously to deal with land purchase on its directly-held estates (see table B). Only in a minority of cases did it succeed in carrying through a sale before the 1903 act was modified by that of 1909 which, apart from giving the tenant an automatic right to purchase, also deprived the landlord of the 12% bonus on the purchase money which had been payable to him

Table B Sales of Estates to Occupying Tenants

County	Date of Sale	No. of yrs. purchase	Purchase money	Estate
Cork	1908	20.8	£ 1,191	Rathcoursey (pt)
Cork	1919		3,166	Rathcoursey (pt)
Kerry	1909	21.5	4,500	Rushen (pt)
Kerry	1910	18.4	2,921	Knocknamon
Kerry	1911	18.5	4,276	Cahercullinagh
Kerry	1912	18.5	1,925	Cahirbreagh
Kerry	1912	18.6	1,193	Killbane
Kerry	1913	19.7	52,275	Iveragh
Limerick	1906	19.6*	2,473	Pullagh
Limerick	1907	21.5	3,186	Ardmore and Corbally
Limerick	1909	19.4	1,520	Liskinnett (pt)
Limerick	1911	21	2,171	Knockuregare (pt)
Limerick	1912	15.9	5,302	Knockainy
Limerick	1912	23	5,401	Knockuregare
Limerick	1916	20.7	1,828	Knockuregare (pt)
Louth	1907	24.6	7,000	Rossmakea
Louth	1908	18.5	14,136	Killanny
Queen's	1919	22.2	4,871	Monaquid
Westmeath	1912	19.7	552	Gardenkist

*permanent abatement
subtracted from rental

arrears of £2,108 written
off

arrears of £553 written
off

under the 1903 act. Furthermore, he was now paid in 3% stock instead of the $3\frac{1}{2}\%$ stock of the previous act.

The troublesome tenants of Killanny were the earliest to indicate a desire to purchase and in a reply to their clerical representative, the bursar was at first discouraging: "there is ... little use at present in discussing terms of sale as the college will certainly require the rents to be paid until there is a near prospect of the purchase money being advanced by the treasury".³⁸ It was, however, sold in 1908 for £14,136 or 18.5 years' purchase, arrears of £553 being wiped out.³⁹ Immediately after the passing of the 1903 act, the tenants of Monaquid asked to be allowed to purchase their holdings and the college as usual asked twenty-seven and a half years' purchase. The estate was not, in fact, sold until 1908 when the college had to content itself with £4,871 or 22.2 years' purchase, together with a bonus of £707.

The Ballycahill tenants had been reluctant to make use of the land courts and they were to prove similarly reluctant to purchase their holdings - they concentrated instead on demands for allowances in their rents. In 1911, the bursar indignantly refused to contribute to the construction of a road since the rents of tenants "are already reduced on account of (its) absence",⁴⁰ while in January 1923, he remarked, "the extravagant demands of tenants have little relationship to equity and are put forward in the hope of prejudicing the landlord's interest if a land bill is introduced".⁴¹ These suspicions were probably well-founded for the lands became vested in the land commission under the land acts 1923 to 1931 on 1 May 1931, when the college received only £11,610 or seventeen years' purchase of rent.⁴²

The college estate of Iveragh was sold to the Congested Districts Board in 1913 for 19.7 years' purchase. Apart from it, the largest of the directly-held estates in Kerry was Rusheen. By 1911, arrears of £12,841 had accumulated and in 1912, T. R. Garvey was sent to investigate the circumstances of the estate. He attended a meeting presided over by the parish priest and sent a full report. His principal recommendations were:

- (1) that a sale should be carried out at once under the act of 1909 and that it might be necessary to accept twenty-one and a half years' purchase of second term rents,
- (2) that arrears might generally be regarded as lost.

Garvey pointed out, 'the above may appear to involve heavy loss to the college but holding on to the estate will result in a greater loss'.⁴³ He added that the only alternatives to a sale were either 'war and wholesale eviction' or 'the policy of do nothing'.⁴⁴

In the event, sales were commenced on this basis. Forty-seven holdings were sold in October 1912 for £8,157 and a further thirteen in January 1913 for £1,498, but a rump of the more indigent tenants remained. In June 1916, the college agreed to accept the proposals of the estates commissioners for the remaining holdings on the estate, but this led to only a few more sales. By 1922, the board was becoming impatient with the agent, still James Welply, and was demanding that he should come up to Dublin with his proposals for the winding up of the estate. It soon became apparent that a large number of tenants had established squatters' rights and that some had paid no rent for thirty years. Something of the flavour of the situation with which the luckless agent had to contend with in

Rusheen, is conveyed by the case of Mrs Johanna Carmody. Her rent was £2 regularly abated to £1.5 and it had last been paid in 1917. The holding was described by the agent in 1922 as:

"a thatched cottage without land in the village of Ballylongford. The walls were for years so out of plumb that the little cottage was unsafe to live in ... The widow Carmody receives outdoor relief, has six children, three of whom suffer from bone disease ... she is miserably poor ... it is one of three small cottages destroyed by the crown forces on 23rd February 1921".⁴⁵

It is surprising that such a property was worth anything at all, but in fact, Mrs Carmody eventually paid £11 for it. As late as 1931, T. R. Garvey was still trying to get the remaining tenants to sign purchase agreements.⁴⁶ A similar situation arose with the village holdings on Rathcoursey where the tenants eventually stopped paying rent on the advice of the local T.D., Martin Corry.⁴⁷

Most of the small Co. Limerick properties were satisfactorily disposed of under the 1903 and 1909 acts. The largest, Knockainy, was sold in 1912, despite 'endless trouble' about the O'Grady's holdings which were sub-let. The terms were twenty-one and a half years' purchase of first term and non-judicial rents; twenty-three years of the second term while the villagers were allowed to purchase at twenty-one and a half years. But the calculations were based on abated rents and hence the purchase money of £5,202 worked out at only 15.9 years' purchase of the nominal gross rental (£327). Arrears of £2,108 had to be written off.⁴⁸ Knockuregare was also sold in 1912 at twenty-three years' purchase apart from Uregare

House and lands where the Gough Gubbins' had now been succeeded by Thomas Purcell who had so heavily mortgaged his interest as to be unable to make proposals for purchase.⁴⁹ This holding was eventually sold in 1916, after negotiations with Purcell's creditors at 20.7 years' purchase. Arrears of £155 were forgiven on this estate. Ardmore and Corbally were sold in 1907 for £3,186 or twenty-one and a half years' purchase with the loss of £235 arrears.⁵⁰ But against this, a bonus of £382 was received. Pullagh was sold in 1906 for £2,473 or 20.9 years' purchase. Arrears of £115 were forgiven but as against this, a bonus of £297 was received.

The history of the Ballycarrigeen estate in Co. Wicklow during the twentieth century exhibits several unusual features; in 1905, the rental was virtually unchanged at £766 while arrears had shrunk to £454. Ten years later, the rental had decreased by only £20, while the arrears had remained static. The slight downward trend in the rental is to be explained by reductions in rents made by the land commissioners. But on this estate, reductions by the commissioners seldom exceeded 10%, and on occasion no reduction at all was forthcoming.⁵¹ It was, however, becoming clearer each year that the days of landlordism were passing and this made even solvent tenants less ready to pay their rents. In 1920, the agent, Algernon Aylmer, wrote to the board, 'if the Bolshevick wreckers ... don't get pulled up soon I don't know what will happen. They are out for plunder and it is not safe to carry money on the road'.⁵² In 1923, he had apparently recommended the granting of a general allowance since the bursar retorted, 'what is the use of offering allowances when these offers are submitted to other irresponsible bodies and are used merely as a means of extracting more?'⁵³ The bursar was proved right; for having conceded an allowance of 15% 'in consider-

ation of the slump in cattle in 1921' the tenants went on to demand 6/- in the pound which was indignantly refused by the board. The bursar pointedly remarked to Aylmer, 'I have just received a full rent for one year from an estate in one of the very disturbed districts'.⁵⁴ The rental for the year ending 25 March 1922, gives a picture of this estate's finances on the eve of the 1923 land act. The rental was still £746.3.5, but arrears had risen sharply to £811.3.7.⁵⁵ This had largely occurred in that year in anticipation of the act under which 25% of arrears were struck off: only £488 was received compared with £696 in the previous year. The greater part of the Ballycarrigeen estate was outside the direct provisions of the 1923 land act, since it was held under leases which had less than sixty years to run, but the excluded tenants were naturally dissatisfied at not getting their arrears reduced by 25% in company with the rest and they combined to refuse payment. 'Combinations have always succeeded here', Aylmer sadly remarked, and 'excluded tenants can redeem their rents but if arrears are added on just terms, the redemption price will tot up big'.⁵⁶ He continued as agent until his death in 1932. This estate continued to be redeemed piecemeal and portions are still paying a small head-rent to the college.

In the case of the direct tenants in Co. Down, the only holding to be redeemed was the substantial one of the Reverend H. Johnston in 1912. Thereafter, the rental of £262 continued to be paid in full until the estate was dealt with under section 17 of the Northern Ireland land act of 1925.⁵⁷

It is obviously difficult to arrive at any overall picture of the progress of land purchase on the college estates. As the tables demonstrate, each estate was the subject of a separate negotiation and many factors entered into each individual bargain,

not least the abilities of the local agent either to conduct the negotiation himself or to advise the board realistically on the possibilities. The average number of years purchase obtained from the middlemen (23.9) was quite impressive; but in fact it is not a very helpful statistic, for it is clear that the college was prepared to accept a lower number of years purchase when the sum in question was not a large one. But in the case of the very large holdings where even half a year was significant, it drove a very favourable bargain indeed, for example, the number of years purchase obtained for the Blacker-Douglas, Gortagass and Cloonbrane estates in Kerry was much greater than the college obtained for its own directly-held estates in the same county.

The prices obtained for the directly-held estates look low in comparison, but it is well to bear in mind that (with one exception) the number of years purchase is calculated on the nominal rental and does not take account of the regular abatements which had been allowed in many cases ever since the land war. Indeed, the figures would be still lower if the amount of arrears written off at the time of purchase were taken into account.

FOOTNOTES TO CHAPTER 9

1. 1881 (44 and 45 Vic. c. 49); 1887 (50 and 51 Vic. c. 33); 1891 (54 and 55 Vic. c. 57); 1896 (59 and 60 Vic. c. 47); 1903 (3 Edward VII c. 37); 1909 (9 Edward VII c. 42).
2. 50 and 51 Vic. cap. 33.
3. FitzGibbon commission, Appendix, 5.
4. Under 59 and 60 Vic. c. 47, s. 31.
5. Except for leasehold land having less than sixty years to run which was outside the scope of the land acts.
6. FitzGibbon commission, minutes of evidence, 146.
7. BR 6 February 1904 and 16 April 1904.
8. BR 28 January 1905.
9. BR 18 March 1905.
10. BR 11 February 1905.
11. BR 5 December 1914.
12. BR 10 May 1913.
13. Ibid.
14. FitzGibbon commission, appendix, 101.
15. Bursar to William Huggard, 8 February 1910.
16. FitzGibbon commission, report, 8-9.
17. Ibid.
18. Bursar to W. A. Parke, 18 March 1925.
19. FitzGibbon commission, appendix, 46.
20. Ibid., appendix, 143.
21. Mun/V/78/48.
22. FitzGibbon commission, appendix, 53-4.
23. Bursar to Messrs Clarke and Gordon, 25 April 1917 and bursar to Darley, 20 September 1918.

24. The number of years fixed by Mr Justice Wylie in *Hamilton v. Eccles*, re. this estate in 1913.
25. Mun/P/24/509.
26. FitzGibbon commission, appendix, 56.
27. BR 19 March 1910.
28. Bursar to R. F. Forbes, 4 May 1918.
29. FitzGibbon commission, appendix, 58.
30. Bursar to A. Manning, 23 December 1913.
31. Bursar to the earl of Leitrim, 26 October 1920.
32. Bursar to J. A. Fraser, 21 March 1922.
33. Letter to the author from Hon. Hedley Strutt, 2 November 1977.
34. Langlois Lefroy to the bursary, 28 March 1923. Mun/P/27/87(4).
35. Ibid.
36. BR 16 April 1923.
37. Langlois Lefroy to bursar, 17 April 1923. Mun/27/87 (9).
38. Bursar to the Reverend J. McKenna, 14 December 1904.
39. Mun/V/78/31.
40. Bursar to T. R. Garvey, 18 March 1911.
41. Same to same, 1 January 1923.
42. This included compounded arrears from 1920 less 25%
43. Report of T. R. Garvey, 23 April 1912. Mun/P/23/1622 (1).
44. Ibid.
45. Mun/P/23/1631b.
46. Mun/P/23/1867a.
47. Statement to the author by a former tenant. Some seventeen holdings (and the oyster bed) the highest individual rent being £4.13.0 remained on the college's hands after the sale of the agricultural land in 1924 (Mun/P/23/1846a).
48. Rental 1905-13. Mun/V/78/31.

49. Mun/P/23/1803.
50. Mun/P/23/1805 (38).
51. Anthony Ovington of Colvinstown who had become a direct tenant of the college on the surrender of the Greens, went into the land court in 1914, but had his existing rent of £20.10 confirmed.
52. Aylmer to board, 12 June 1920. Mun/P/29/88.
53. Bursar to Aylmer, 4 January 1923. Mun/P/29/88.
54. Ibid., 11 May 1923. Mun/P/29/88.
55. Mun/P/29/152.
56. Aylmer to bursar, 21 June 1924. Mun/P/29/88.
57. BR 23 January 1926.

CONCLUSION

The land history of Ireland has too often been presented as a continuous struggle between alien landlord and native occupying tenantry. But in fact, "Landlordism" as W. A. Maguire has pointed out, included the whole complex of relationships between landlords and tenants from that of the owner of the fee simple and his tenant through subsidiary levels to that of the small tenant farmer who rented conacre land to his labourers.¹

This study has for the most part, been concerned with the upper rather than lower levels of this web of landlordism, and its justification must be that there have been few, if any, previous investigations of a large nineteenth century estate in fee with so few direct occupying tenants or indeed of an estate in fee with such extensive tiers of descending layers of middlemen. The college's position as a head landlord far removed from contact with the tillers of its soil was not unusual at the end of the eighteenth century: there were, as we have seen, other examples of both corporate and private landlords who adopted the same approach to their landholdings. But a central interest in the thesis has lain in an investigation as to why the college failed to follow the general trend against middlemen during the nineteenth century. The other great corporate landlords in Ireland - the London companies - as early as 1820, decided on a policy of removal of middlemen as leases expired. Trinity College Dublin, as we have seen, put off any such action until it made an ineffective attempt to do so in 1849, and in the face of tenant clamour acquiesced in the middleman system being

made permanent by the special college act of 1851. Indeed, by the 1840s, the college's freedom of action in regard to middlemen may have been fatally compromised by the provisions under the Church Temporalities Acts for tenants to take out perpetuities compulsorily on the church lands. The reasons for this capitulation have been ascribed, in the first place, to a disinterest on the part of the senior fellows in the actual condition of their estates, not to mention the new science of estate management: it is worth noting that the London companies' initiative was undertaken not with the expectation of financial gain, but to answer the need which the companies felt for a more coherent policy of management and a more efficient kind of administration. No such need seems to have been felt by the fellows of Trinity College. Secondly, the size of the estates was such that the income, however artificially depressed, was quite sufficient for the college's existing mode of operation. No pressure existed at this time to maximise the college income.

The board continued to adopt a non-dynamic approach to estate management: it resolutely refused to employ a professional estates bursar, and when it eventually found itself - mainly by accident - with large numbers of occupying tenants, it appointed as full-time agent, a man without professional training who turned out to be singularly unsuccessful in the position.

So the college found itself as the century progressed, occupying an increasingly exposed position as the head landlord of a heavily sub-granted landed property. The criticisms which this provoked from commissions of inquiry have been investigated including the obstacle to orderly purchase which the college estates were held to constitute at the beginning of the twentieth century. Of course, the

most tangible result of the continuation of the middleman system into the second half of the nineteenth century was that the college received in rent only a small fraction of the real value of its land - the rest went into the pockets of the various layers of middlemen. But there were some advantages: the college income was largely preserved from sudden fluctuations, as for example, during the great famine and during the land war. Moreover, the senior fellows were saved from all the detailed and time-consuming decision-making - notably in relation to improvements and relief - which were inseparable from the management of Irish landed property and which, to judge by the case of the Iveragh estate, the board was singularly unwilling either to delegate to professionals or to shoulder effectively itself. In short, the "perpetuity system" saved the board from much of the folly of which it showed itself to be capable in its dealings with those estates where the middle interests had surrendered.

Another, if subsidiary, interest in this study is of the college acting as direct landlord of two large congested western estates - at Iveragh and Rusheen, both in Kerry. In the former case, it set out to be an improving landlord and found, to its chagrin, that the cost of these improvements did not result in any increased rental for the college. On the contrary, what was intended as an investment for the future, turned out to be simply a drain on college resources in respect of which the college failed even to reap much gratitude from its tenants due to the rising tide of Nationalist feeling which was fanned by the hostility shown by the Roman catholic clergy of Cahirciveen for the protestant fellows of Trinity College, Dublin.

In the case of Rusheen, it made no attempt to be an improving landlord - it did not come into contact with the occupying tenants until the land war was in full flood. The college's contact with that estate demonstrated that it was no better placed than any private landlord to compel the payment of rent in a disturbed area. Indeed, the history of the college's dealings with these two directly-held estates gives further support to Maguire's dictum in relation to economic and social problems such as over-population and sub-division that "these were of a sort that landowners were not primarily responsible for creating and with which even the most sympathetic of them could not adequately deal."² A sense of the intractability of the problems faced by both landlord and tenant on these over-crowded western estates is conveyed by Toler Garvey's report when he was sent in 1912 to advise on the winding up of Rusheen:

"The tenants are not only poor but demoralized and their system of farming by sale of meadowing the worst possible both for themselves and the landlord - many of them have paid little or no rent for years and far from being the better of it, are paupers ..."³

The college was, in terms of acreage, a "great" landlord, but this study, paradoxically, also goes some way to supplying the dearth of detailed information about the smaller Irish landowners which Maguire has noted. For included among the college estates were many properties of under 1,000 acres, particularly in Counties Kerry, Limerick and Tipperary. Initially these were almost as heavily sub-granted as the major properties, but more information is available about sub-tenants and their circumstances on these smaller college

estates than on the larger ones. In most of the small estates, the middle interests eventually surrendered leaving the college to deal with small pockets of occupying tenants scattered over the south of Ireland. As we have seen, it tended to place them in the care of Captain Needham, its resident agent at Cahirciveen - an arrangement which, if only for geographical reasons, was doomed to failure. These small properties showed up the lack of clear management objectives and procedures in high relief. They engendered more correspondence with the college than any of its other properties and to least effect. They were too small to sustain overall improvement plans in respect of drainage or road-making, had the college been minded to make the attempt; while the small-scale improvements in respect of cow-houses and ditches which occasioned such a volume of correspondence were of short-term advantage to the tenants and served merely to reduce somewhat the college rental from the properties in question. The picture that emerges from the account of the board's dealings with the small estates is one of the senior fellows as "dabblers" - to the despair of their agents and, no doubt, bewilderment of their small-farmer tenants.

Often the middle interests in these small perpetuities had been held as portions for maiden daughters or younger sons. Like the tenants of the larger estates, they were almost all absentees, but they tended to live in the neighbourhood of the perpetuities and they also showed a greater propensity to be in difficulty with their sub-tenants and hence to have difficulty in paying their rent regularly to the college. These middlemen are an interesting window into the world of middle-class protestants who are not usually associated with the landlord system and which helps to explain

protestant solidarity in support of that system. Indeed, unless the college of Dublin and its estates are seen as intimately bound up with the fortunes of the "Protestant nation" full justice cannot be done to the love-hate quality which characterised its dealings with its middlemen tenants, both large and small, or to its willingness in practice to prop many of them up even after the death-knell of Irish landlordism had been sounded by the 1881 land act: not until the general expropriation began under the 1903 act did it finally allow the middlemen to go to the wall. At the beginning of the nineteenth century, every middleman tenant of the college, with one exception,⁴ was a protestant - the number of direct occupying tenants was insignificant at this period - and a number were clergymen of the established church.⁵ Of course, given the prevailing reliance on the system of beneficial leasing on all corporate and episcopal estates at this period, it can reasonably be argued that the Irish college had no alternative if it insisted on letting its land to persons of high social standing. As has been shown, major factors in acquiescing in the 1851 act, were a reluctance to evolve the administrative structures necessary to deal effectively with the management of occupying tenants and a failure to solve the problem of the senior fellows' financial interest in continuing the middleman system. Yet a further factor was the disinclination to force a head-on collision with what might not unreasonably have been described as the backbone of protestant Ireland. Although subjected to serious strain from both sides, the alliance continued until college and middlemen were swept away in the aftermath of the 1903 land act. The dilemma in which the college found itself was expressed on the one hand by a resolute refusal to reduce the nominal rent, and on the other by a tendency to cancel arrears in certain cases.

The attempt of the perpetuity lessees to obtain special legislation to enable them to pass on to the college some of the losses which they were suffering under the 1881 land act, has been described elsewhere. But it is noteworthy that neither college nor lessees sought to have their quarrel resolved by what was regarded by both sides as the hostile tribunal of the land court. On the college side, its efforts to prop up its middlemen (notably the Lefroys at Carriglass) and its consideration in certain cases in negotiating final purchase prices with them, have been detailed in their place. But there was a growing divergence, social as well as economic, between the two groups during the latter decades of the century. Earlier in the century, it was not unknown for one of the large middlemen, when writing to the bursar requesting some courtesy, to add "and oblige an old pupil".⁶ Now with improved travel facilities between England and Ireland, and with opportunities for younger sons in a burgeoning empire, members of the landlord class were more frequently sending their sons to schools and universities in England.⁷ The point was well put by one of the senior fellows, the Reverend J. W. Barlow, who complained: "unlike their grandfathers and great grandfathers before them who habitually sent their sons to the great national university of Ireland, these gentlemen send theirs to the English universities, ignoring our very existence".⁸ Yet with characteristic inconsistency, it was the very same fellow who later made every effort to prop up the Lefroys at Carriglass.

If a shift can be detected in the social and educational predilections of the middlemen, a change can also be observed in the social and economic backgrounds of the members of the board during the latter part of the century. In 1840, the provost was the son of

a barrister, four of the senior fellows were sons of gentlemen and two were sons of clergymen.⁹ Only one - MacDonnell - was the son of a tradesman. In 1890, the provost was the son of a middle-sized tradesman in Cork; only one senior fellow was the son of a gentleman (and a Dublin one rather than landed) while four were sons of clergymen and two were sons of tradesmen.¹⁰ Clearly there was much less first-hand acquaintance with the difficulties of landed proprietors in nineteenth century Ireland. Politically too, a slight shift can be detected between the boards of 1840 and 1890. In 1840, only the provost and the bursar could be said to harbour Whiggish interests, while in 1890 three members of the board were vaguely liberal while another, the Reverend J. A. Galbraith, had been so disgusted by disestablishment, that he had become a prominent Home Ruler.

But none of this prevented college and middlemen from joining forces in defence of beleaguered unionism. In the 1880s the agent of Monaquid in the Queen's County wrote confidently to the bursar in the following terms:

"We are about contesting at the forthcoming poor law elections, the Cappalough and many other divisions in the interests of the Loyalists. Would you kindly sign the enclosed proxy forms ..."¹¹

While in 1885, Mr Cox the Co. Limerick agent, wrote up on similar business:

"Mr Filgate (Lord Fermoy's agent and chairman of Croom board of guardians) wishes you to sign the enclosed proxy ... It would be a great matter if the management of this union would remain out of the hands of the Parnalite (sic) faction and a pecuniary advantage to the rate payers".¹²

The extent of the college's support of landlord defence organisations has already been set out in the chapter on management. Some indication of the impenetrable web of interests, religious as well as political, which characterised protestant Ireland, is demonstrated by the activities of Provost Traill. He had qualified in medicine when already a fellow and carried a full load as a college lecturer and tutor. But he was also a landlord in Co. Antrim, where he had served as high sheriff and he spoke (and wrote) frequently in defence of landlord interests during the land war. Moreover, he was a member of the Representative Body of the church of Ireland¹³ and of its finance committee. A notable feature of the policies pursued by the Representative Church Body at this time, was that of making large sums available on mortgage to protestant landlords, for example, some £236,000 to the Kingston estate.¹⁴ Yet when, as a member of the board (after 1900) Traill was forced to make a choice between the interests of college and the middlemen of his own class, he unhesitatingly chose the former.¹⁵ As he informed the Fitzgibbon commission, "so long as the estate itself can pay our head-rent, the first duty is to give us our money and wipe the middleman out, sorry as I am for it."¹⁶ Moreover, in the case of the Rathanny estate in Co. Kerry where the Representative Church Body itself was the principal mortgagor of the bankrupt middleman, Traill had no hesitation in insisting that the college's claims should be met in full, regardless of other interests. If it is asked whether there was an irreconcilable clash between the three great interests of Traill's life, the college, the church and unionism, the answer must be a negative one; for it was recognised both within and without

that after the demise of the church establishment, Trinity College constituted the last institutional bastion of Irish protestantism. Apart from a few egregious figures such as the Reverend J. A. Galbraith and Parnell himself, Irish protestantism was synonymous with Irish unionism. As one of the larger middlemen, writing from Kerry in 1885 said:

"You can't but know that 'the college' is unpopular in the south, it is looked upon as the last remnant of the Irish church, Messrs Parnell and company are seeking 'a case' to make an attack on it".¹⁷

Even as late as 1921, when unionism lay in ruins, Provost Bernard could still proudly claim that Trinity College was "the centre of loyalty and allegiance to the king in this country".¹⁸

Where it was in direct relationship with occupying tenants, notably on the Iveragh estate, the college had to contend with boycotting and the withholding of rent in the same degree as had other landlords and evidence has been noted of attempts by protestant sub-tenants on the Kirk estate in Co. Armagh, to behave similarly to their southern counterparts in this matter. But no attack on the college as an institutional landlord was mounted in the House of Commons by Parnell or by the Irish Party generally, possibly because the college had two well-briefed M.P.s to counter any such attack. More to the point, the college, in respect of most of its estates, was shielded by the presence of middlemen who were generally treated as the actual landlords. Not until the debates on the passage of the 1903 land act was the college subjected to critical comment: as has been noted, John Redmond objected to the indemnity provided for the college in that act on the grounds that it was the richest educational establishment in the country.

But that there was a spirit hostile to the college outside protestant Ireland was forcefully demonstrated by the Roman catholic bishops in their evidence to the Fry commission.

"(Trinity College, Dublin and the University of Dublin) claim to be national institutions but they do not belong to the nation nor satisfy its needs. The revenues which they enjoy are collected from tenants who are almost all catholics, as the rent of confiscated catholic lands and yet are devoted to the service of one protestant denomination whose members amount to something over half a million out of the whole population of the country. The protestant religion has been disestablished in Ireland but it is still established and endowed in Trinity College, Dublin ...¹⁹

Yet under Fawcett's act,²⁰ all religious tests had been abolished and the continuance of Trinity College as a bastion of protestantism depended to a large extent on the continuance by the hierarchy of its ban on the attendance of Roman catholics at the college. This act was one of a number of attempts by successive English governments to make the college more acceptable to the majority of Irishmen, or failing that, to deflect a portion of its revenues to university institutions which would be so acceptable. None succeeded, due largely to the intransigence of the hierarchy who refused to consider any scheme which did not provide for a Roman catholic university college under their direct control.

Thanks to the continued hostility of the hierarchy and also to the active dislike by Nationalists of institutions associated with unionism, Trinity College remained a bastion of Irish protestantism until well into the second half of the twentieth century - the loss of its estates did not interfere with that role nor with the college's growth and diversification in directions which would be incomprehensible to the nineteenth century fellows. What the loss of the landed estates did however lead to, was an end to the college's financial independence. Like all the universities in the British Isles, with the exception of Oxford and Cambridge, it is in the last resort dependent on the state for both its recurrent domestic and long-term capital financing. By contrast, the continued possession of land and house property has acted as a hedge against inflation for the colleges of Oxford and Cambridge and enabled them to maintain a large measure of independence, at least in their domestic affairs.

FOOTNOTES TO CONCLUSION

1. See W. A. Maguire: The Downshire Estates in Ireland 1801-45, 254.
2. Op. cit., 247.
3. Mun/P/23/1622 (1).
4. The Hickies of Carrigafoyle, Co. Kerry, and in fact the nominal tenant in the college books for this estate was the Sandes family.
5. The following were clerical tenants of the college during the nineteenth century: the Reverend G. C. Baker, the Reverend Richard Dickson, the Reverend Sir Cavendish Foster, the Reverend W. H. Foster, the Reverend T. F. Green, the Reverend T. T. Hallaran, the Reverend E. M. Hamilton, the Reverend J. MacMahon, the Reverend J. de C. O'Grady, the Reverend Garrett Wall and the Reverend Sir Hunt Walsh.
6. John Hamilton of Brownhall to the bursar. N.D.
7. In the case of the Armstrongs, tenants of Derryhaw, Co. Armagh, William Jones Armstrong (1794-1872) was educated at Trinity College Dublin but his son and successor, Henry Bruce Armstrong (1844-1943) was educated at Trinity College Cambridge. The Lefroys of Carriglass were without exception educated at Trinity College Dublin (and Chief Justice Lefroy had been M.P. for Dublin university 1830-41) until the end of the nineteenth century when the two sons of Lieutenant Colonel A. H. Lefroy were educated elsewhere, Hugh (b. 1880) was at the Royal Military Academy, Woolwich and Langlois (b. 1885) went to Balliol College, Oxford. In respect of the Stronges, the fifth and last baronet, in the direct line, Sir James Stronge (1849-1928) had been educated at Oxford, but in the case of the kinsman who succeeded him as sixth baronet, both his father and one of his brothers had been educated at Trinity College Dublin.
8. Statement by the bursar, 15 October 1894. Mun/P/22/243.
9. The board of 1840 has been described in the following terms in a private communication from Dr D. A. Webb, co-author (with R. B. McDowell) of a forthcoming volume, entitled Trinity College Dublin, 1592-1952; an academic history.
Provost Sadleir: 'Very good at lining his own pockets but generally speaking a cautious liberal'.

Robert Phipps: 'A cantankerous old bachelor whose main Senior Fellow recreation was recording his dissent in the from 1806 minutes. Son of "gent" from Co. Sligo, but I imagine a fairly small one'.

Thomas Prior: 'Son of a gentleman. A rigid, active and
Senior Fellow devoted conservative. Member of the committee
from 1809 of the Brunswick club'.

Henry Wray: 'Son of a gentleman in the King's County.
Senior fellow Fairly conservative but prepared to vote for
from 1821 anyone who would give a job to his relations'.

Charles William 'Son of an archdeacon of Emily - primarily a
Wall: scholar.' But his father and brothers were
Senior fellow tenants of the college for the small
from 1827 property of Farrancliffe in Co. Tipperary.

Charles Hone: 'Son of a clergyman. A dim figure on leave of
Senior Fellow absence for alleged ill-health for much of
from 1837 the time'.

Joseph Henderson 'Son of a gentleman and born in Co. Dublin.
Singer: A keen Evangelical'.
Senior Fellow
from 1840

10. Webb describes them as follows:

Provost Salmon: 'Strongly conservative on academic issues but
probably not very bigoted politically.'

Joseph Carson: 'Son and grandson of Co. Cork clergymen.
Senior Fellow Conservative'.
from 1866

Thomas Stack: 'Son of a former fellow who was in turn, son
Senior Fellow of a farmer. A nasty piece of work'.
from 1869

Joseph Allen 'A Presbyterian who conformed during his
Galbraith: undergraduate course. Son of a "merchant".
Senior Fellow So disgusted by Disestablishment that he
from 1880 became a Home Ruler'.

Samuel Haughton: 'Son of a "merchant" in Co. Carlow. Vaguely
Senior Fellow liberal'.
from 1881

John Kells Ingram: 'Son of a clergyman who was himself the son of
Senior Fellow a tradesman in Co. Armagh. An idealistic but
from 1884 sensible liberal'.

Hewitt Robert 'Son of a clergyman but the family rated as
Poole: minor gentry in Co. Cork. An amiable potterer
Senior Fellow without much impact on anybody'.
from 1890

John William 'Son of a gentleman in Dublin - I imagine
Stubbs: living on Consols'.
Senior Fellow
from 1882

11. George Shannon to the bursar, n.d. (1880s).
12. W. S. Cox to the bursar, 17 January 1885. Mun/P/3/211.
13. It was the body which administered the finances of the dis-established church - the Ecclesiastical Commissioners performed a similar function in England.
14. Between 1871 and 1883 it lent nearly £400,000 in mortgages to Irish landowners (Maguire, op. cit., 97) and some £236,000 to the Kingston estate alone (Donnelly, op. cit., 279).
15. Other members of the board who were also members of the Representative Church Body were Provost Salmon, the Reverend J. Carson, the Reverend J. A. Galbraith, the Reverend T. T. Gray, Dr A. S. Hart and the Reverend J. W. Stubbs.
16. FitzGibbon commission, Minutes of evidence, 146.
17. T. W. Sandes to the bursar, 21 November 1885. Mun/P/3/1081.
18. Letter from the provost to the prime minister (Lloyd George) BR 29 October 1921.
19. Appendix to the first report of the Royal Commission on Trinity College, Dublin and of the University of Dublin (3176) H.C. 1906, LVI, 80.
20. 36 Vic. cap. 21.

BIBLIOGRAPHY

Note on the Manuscript Material

This study is primarily based on the muniments of Trinity College, Dublin in the manuscript room of the college. Their use is usually designated by the prefix "Mun" throughout the thesis and they have been divided into (A) volumes and (B) loose papers. In the case of (A) the volumes used in the study are:-

Mun/V

5. The Registers

The provost and senior fellows constituted the governing body of the college, commonly called the 'board'. The registers of their decisions run in unbroken succession from 1626/7 to the present. Usually decisions are recorded without supporting arguments, but important correspondence is sometimes copied into the registers which are referred to in the thesis by the prefix "BR". For the periods 1794-1803 and 1813-1820 this rather bald record is supplemented by Provost Elrington's private notes on board meetings. These have their own MS numbers and are cited as such.

Mun/V/

6. Companions to the Registers

These are albums of miscellaneous documents related to matters which came before the board and they run from 1887 to the present.

7. Board letter books

(1) 1887 - 1890.

(2) 1889 - 1904.

56. Bursar's ledgers

- (1) 1880 - 1882 Revenues from and expenditure on the estates
 (2) 1884 - c.1892 Receipts from and payments on the estates.
 (5) 1892 - c.1904 " " " " " " "
 (7) 1905 - c.1914 " " " " " " "

58. Bursar's yearly accounts 1800-1956

These eighty-two volumes contain income and expenditure accounts of all kinds, including the estates, domestic expenses and salaries. In the earlier volumes there are cross-references to the bursar's rent receipt books. (V/81).

Mun/V

61. Bursar's receipt books 1625-1811

These seven volumes record rent receipts but without specifying the number of years rent to which a particular payment is related. The series was succeeded by V/81.

71. Bursar's probate account books 1852-1957

These comprise accounts for household expenses and contain some information on fees paid direct by students to members of the college domestic staff.

73. Bursar's letter books

- | | | |
|-------------|----------------------|--------------|
| (1) 1817-35 | (6) 1882 | (11) 1914-17 |
| (2) 1876-77 | (7) 1881 and 1904-05 | (12) 1917-19 |
| (3) 1879-82 | (8) 1905-07 | (13) 1919-21 |
| (4) 1880-81 | (9) 1909-11 | (14) 1921-22 |
| (5) 1881-82 | (10) 1911-14 | (15) 1923-24 |
| | | (16) 1924-25 |

These are a major source of information for the management of the estates. It is unfortunate that they do not survive for the period 1835-76 or for the crucial years 1881-1904. This correspondence is referred to in the thesis as "Bursar to" followed by the name of the recipient and the date of the letter.

Mun/V

75. Bursar's miscellaneous account books and memo books

These sixty-seven volumes are mainly useful as a cross-check on the more orderly series.

76. Law agents' letter books

(2) 1835-38	(6) 1846-48	(10) 1865-73	(14) 1884-87
(3) 1839-41	(7) 1851-54	(11) 1867-79	(15) 1887-90
(4) 1841-44	(8) 1854-58	(12) 1883	(16) 1890-94
(5) 1844-46	(9) 1858-65	(13) 1878-81	

These are also an important source and it is unfortunate that they do not extend beyond the retirement of J. H. Nunn in 1894 into the period which saw the dispersal of the estates. This correspondence is referred to in the thesis as "Nunn to" followed by the name of the recipient and the date of the letter.

78. Rentals, rental accounts and surveys

This series contains the 1777 valuation of the estates by Richard Frizell. It also includes 100 annual rentals from the period 1800-1930, both for the estates as a whole and for certain individual estates. Important information is frequently contained in the 'observations' column of these bound rentals.

79. Maurice Collis' survey

Fourteen detailed volumes (and two summary volumes) contain the most elaborate and comprehensive survey ever made of the estates. Information is included in respect of population, literacy, occupations,

marital condition, religious affiliation, housing, farm sizes, livestock numbers, schools and dispensaries, while townlands are analysed into seventeen value classes - this last category is not always completed

80. Records of leases and renewals

Six volumes cover disconnected periods: 1723-46; 1851-78; mid-nineteenth century (N.D.); 1830s.

81. Bursars' receipt books (Baldwin Estate)

The volumes cover receipts from the Baldwin, city and old estates between 1760 and 1851 and 1859-1939. No consistent attempt is made to relate payments to the annual rent.

(B) Loose papers: cuttings of newspaper references to the college estates are occasionally to be found in the muniments and any newspaper quotations in the thesis are drawn either from this source or as a result of specific reference in the muniments to newspaper comment. In addition to the college papers, certain collections exist for college tenants and although some are voluminous they have proved of limited usefulness in this study:

The Conolly papers are a large collection, but they have been of only peripheral interest to this study as have similarly the Hamilton of Brownhall papers.

The Stronge and Kirk papers comprise a small number of rentals and rent ledgers without accompanying correspondence. The Blacker-Douglas papers are extensive but with a minimum of correspondence - they are wholly unsorted.

The O'Connell papers in University College, Dublin do not contain a great deal of material relating to the Iveragh estate. But a number of letters from James O'Connell to his brother Daniel O'Connell as also correspondence between the latter and his agent, John Primrose, have proved useful.

The Leitrim papers in the National Library have provided the will (with codicils) of the second earl of Leitrim and also rentals of the third earl's estates in the 1850s and 1860s.

Regrettably, access could not be obtained to the Clements of Killadoon papers in the possession of the National Library of Ireland, nor to the Armstrong papers in the possession of Captain M. H. Armstrong of Dean's Hill, Armagh.

National Library

Papers of the second and third earls of Leitrim
MS. 202, 212, 214, 427, 1322.

(1) Manuscripts: Public Record Office of Northern Ireland

Letters executed by members of the Stewart, Clive and Fox families.

(2) In private hands:

Rentals of the Fallow Hill and College Hill estates formerly in the possession of the late Right Honorable Sir James Stewart Esq., of Tyrone Abbey Co. Down, and destroyed by fire with the rest of the house in 1841.

Rentals of the 27th estate in the possession of Messrs R. F. Forbes, land agents, Armagh.

Printed Material

(1) Privately Printed Material:

Statement of a gentleman from the County of Down, who was formerly a member of the House of Commons, and who was one of the witnesses in the case of the late Earl of Leitrim, who was executed in 1792.

A perpetuity lease: The rack-renting system of the 17th and 18th centuries, by James Leitch, Esq., London, 1841.

A Original sources1. Manuscript material(i) Dublin: Library of Trinity College

College Muniments

Provost Elrington's notebooks 1794-1803 and 1813-20

MSS 4956, 4957, 4958, 4959, 4960, 4961, 4962.

Conolly papers

MSS 3974-84.

Hamilton of Brownhall papers (on deposit)

Archive department of University College, Dublin

O'Connell papers

Library lists 78,120 and series P/12/3 OP/12/03.

Public Record Office

Blacker-Douglas papers (uncatalogued)

National Library

Papers of the second and third earls of Leitrim

MSS 3802, 5176, 5178, 9927, 13339.

(ii) Belfast: Public Record Office of Northern Ireland

Leases executed by members of the Maxwell, Close and Fox families.

(iii) In private hands:

Rentals of the Fellows Hall and College Hall estates formerly in the possession of the late Right Honourable Sir Norman Stronge Bart., at Tynan Abbey, Co. Armagh, and destroyed by fire with the rest of the house in 1981.

Rentals of the Kirk estate in the possession of Messrs R. F. Forbes, land agents, Armagh.

2. Printed Material

(i) Privately Printed Material:

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A perpetuity lessee: The rack-renting section of the Trinity College, Dublin Leasing and Perpetuity Act 1851, (London 1883).

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A register of the estates and other properties of Lincoln College, Oxford, (Oxford 1898).

(ii) Parliamentary papers:

Papers presented by his majesty's command relative to the disturbed state of Ireland, H.C. 1822 (2) XIV, 741.

Second Report of the commissioners of Irish education inquiry H.C. 1826-7, XII.

Evidence taken before the select committee of the House of Lords ... into the collection and payment of tithes in Ireland (271) H.C. 1831-2, XXII, 3.

Return of the population of the several counties in Ireland as enumerated in 1831, (254) H.C. 1833, XXXIX, 1.

First Report of the royal commissioners on ecclesiastical revenue and patronage in Ireland, 201, H.C. 1833 XXI, 762.

Report of the select committee on Manor Courts, Ireland, H.C. 1837, XV, 295.

Report from the select committee on church leases, H.C. 1837-8, IX, 692.

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Sixteenth Report of the commissioners of public works, H.C. 1847-8, XXXVII.

First Report from the episcopal and capitular revenues commissioners (1135) H.C. 1850, XX, 35.

Report from a select committee of the house of lords on the episcopal and capitular estates bill (589) H.C. 1851, XIII, 311

Report of the commissioners appointed to inquire into the state, discipline, studies and revenues of the university and colleges of Oxford, 1842, H.C. 1852, XXII, 1.

Report of the commissioners appointed to inquire into the state, discipline, studies and revenues of the University of Dublin and of Trinity College (the Whately commission), 1837, H.C. 1852-3, XLV, 1.

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