

Estate Management at Powerscourt 1847 - 1857

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Richard Wingfield, 6th Viscount Powerscourt died from consumption in August 1844. His son and heir Mervyn was a boy of eight at that time and as a minor was unable to succeed to his father's estates. When a minor inherited an estate, he became a ward of court, until his succession the Court of Chancery was legally in charge of the administration of the estate. The court then appointed a board of trustees or guardians to look after the welfare of the minor and delegated to them certain responsibilities concerning the management of the estate. Between 1844 and 1857 spanning famine and post-famine years the Powerscourt estate was managed by the guardians of the 7th Viscount. These were Lord Powerscourt's uncle the Reverend William Wingfield, his maternal grandfather the Earl of Roden and his mother the dowager Viscountess Powerscourt, who had remarried in 1846 Frederick Stewart, Viscount Castlereagh.

Four minute books provide an insight into the running of the estate during the minority years.¹ Originally a set of five (volume one is now lost) they cover the period between February 1847 to October 1857 and contain no less than 1,113 entries. Each volume contains an alphabetical index, all information concerning tenants including the date, their name, request and occasionally the townland in which they lived are found on left hand pages, the guardians decision appears on the right hand page opposite. The guardians met on an infrequent and irregular basis: in 1847 and 1857 they held four meetings, six each in 1852, 1854 and 1855, and in 1851 and again in 1853 they met eleven times. It was neither essential for all three guardians to approve a decision nor did they need to attend these meetings.

It is William Wingfield's signature which appears most frequently in the minute books, although the Earl of Roden was a consistent contributor. However, from January 1852 these two guardians played a lesser part having given up the management of the House, Demesne Park, Game and Planning management to Lady Castlereagh

for the benefit of her son.² What is surprising is the fact that Lord Powerscourt was at the time actively involved in the estate. Though he did not, as the Wicklow Newsletter suggested, succeed to the estate at the age of thirteen, it is likely that he was from that age onwards familiarising himself with the running of his property.³

The keeping of minute books was an uncommon practice within the Powerscourt administration; usually lease, deed, account and rent books were sufficient. It was undoubtedly the changed circumstances of the minority inheritance that necessitated the strict keeping of accounts “so that the minutest detail gets recorded”.⁴ The minute books do not provide a domestic guide to the running of the Powerscourt estate. It is the leasing, tenancy, renting, improving, and disputing of land which dominate these books. On a national scale, these issues combined to form the Irish Land question, which was to dominate Irish politics in the second half of the nineteenth century.

The Wingfield family owned land in four counties; Wicklow (40,986 acres), Wexford (11,641 acres), Tyrone (9176 acres) and Dublin (634 acres).⁵ The Wicklow estate was by far the largest and most important. The Wingfield family lived in Powerscourt House on a demesne of 700 acres near Enniskerry village.⁶ It was also the administrative centre where the agent lived and had his offices, which were later moved to the village.⁷ The Commission of Inquiry which reported on the occupation of land in Ireland late in 1845 is an important documentary source, providing detailed information on the varied complexities of the land problem which existed on the eve of the famine. The commissioners and chairman travelled throughout the country hearing evidence from witnesses which included landlords, agents and tenants. In this instance Lord Powerscourt’s agent on the Tyrone estate, Captain George Darley Cranfield and a tenant on the Wexford estate, Robert Dowse gave evidence before the Commission. Their commentary provides a valuable insight into the condition and management of Wingfield property North and South in pre-famine years. The report is widely referred to as The Devon Commission, borrowing its title from the Earl of Devon, the chairman of the Commission.

A key figure involved in running Powerscourt property during the minority years was George Cranfield. As agent, he was responsible for administrating and managing the estate. Cranfield, who was an army officer on half pay, worked during the minority years of the 6th Viscount as a moral agent on the Tyrone estate.⁸ Later, in 1836 he was

employed as land agent on the same estate.

At the guardians' request Captain Cranfield acted as agent to the Wicklow property during the minority years of the 7th Viscount. In July 1852, he states that when he succeeded to the agency of the Wicklow estate the guardians granted him a profit rent of £15 a year, and he also became a free holder of the county, thus being eligible to serve on the grand jury.⁹ Indispensable to the guardians, Cranfield was next to them the most important person involved in managing the estate. Consequently, the agent had to be a man whom the guardians could trust. George Cranfield's integrity was beyond doubt. The guardians asked for and acted on his advice in all matters concerning estate administration.

Cranfield appears to have possessed those qualities to which a nineteenth century landlord sought when employing an agent; namely tact, acceptance and integrity.¹⁰ Army officers were a favourite source of recruitment as agents, as landlords assumed them to bear the characteristics of gentlemen.¹¹ Agents had an important role within the agrarian community. Indeed it was upon the conduct of this numerous class that the comfort of a large population and the tranquillity of a district frequently depended.¹² In former times an agent was primarily concerned with the "letting of farms and enforcing the payment of rent".¹³ A better practice was beginning to prevail by the time the Devon Commission reported in 1845—accordingly they had witnessed that most agents "now think it their duty to acquire more intimate knowledge of the property and the condition of the people".¹⁴ The agent's new obligation to acquaint himself with the local tenantry was yet another facet of a varied though sometimes mundane career. As one agent reminisced, their duties comprised "a great deal of office work, drawing up agreements with tenants, receiving rent, superintending agricultural and all landlord improvements, sitting as magistrates and representing the landlord when the latter is absent at poor law meetings, road sessions and on grand juries".¹⁵

In January 1853, Joseph Kincaid (surveyor) and George Cranfield prepared a report on the condition of Powerscourt demesne which included a review of the role of various employees. Considering the changed circumstances of the minority inheritance the duties of the agent were "much interwoven with the care and management of the demesne and the oversight of the works which from time to time may be carried on therein". The agent was also responsible for "the payment of wages and other ordinary outgoings of the place".¹⁶ Usually the responsibilities of an agent increased enormously

during a minority period, thereby enhancing his importance, power and influence within the community.¹⁷ Assisted by clerks, bailiffs, accountants and a host of other officials, the agent effectively ran the estate for the guardians. He reported, analysed, edited and judged all material presented to him, leaving the guardians to make the final decision, albeit in accordance with the agent's advice.

The landlord entrusted his agent with considerable power, which he could abuse or use to his own advantage. The abuses of which the profession was accused included the acceptance of bribes, gratuities and failure to reside on the estate where a landlord was absent or appearing only when rents were due for collection.¹⁸ However, a good agent was an invaluable asset both to a landlord and his estate. An agent who was professional ran the estate in an effective and efficient manner, but also enhanced its reputation by showing the landlord to be a fair man who did not rack-rent nor improperly remove his tenants. This type of policy tended to attract tenants who proved more reliable, solvent and willing to improve their holdings. While it would have been possible for a landlord to endure a handful of disreputable tenants on his land, an untrustworthy agent would prove much more injurious to the reputation of the estate. Unfortunately due to the limited material available at the time of writing, it is impossible to provide an accurate bibliographical profile of George Cranfield. However by combining Cranfield's Devon Commission interview with his later frequent contributions to the minute books during the 7th Viscount's minority years, it is possible to assess his influence and power as an agent on Powerscourt property between 1842-1857.

In nineteenth century Ireland, land, its ownership, occupancy, tenancy, leasing, renting, and improvement were contentious political issues. It was the teasing out of these problems that led to the enactment of a series of Land Acts which in the late nineteenth century effectively transformed the face of land ownership in the country. Before the changeover was effected the Irish land system presented a number of festering problems which when left unchecked combined to form a disastrous situation, subletting and/or subdivision. As early as 1815, the subletting and subdivision of farms had in one agent's opinion produced a "national evil of the most serious nature", which was "an agricultural population more than four times as numerous as the cultivation of the country requires".¹⁹ The causes, culprits, and the solution to these problems are still a matter of debate. Yet, it is undeniable that the population increased rapidly from

the mid-eighteenth century until the Famine halted and reversed the process. What is disputable are the factors which caused and contributed to that rise and the order of significance in which they should appear.

Firstly, what is certain is that subdivision and subletting occurred, but that it was more prevalent and potentially more dangerous in the poorer regions. Secondly, the potato became an increasingly important component in the diet of the poorer classes – the labourers and cottiers, whose numbers increased steadily in the pre-Famine period. Thirdly, high prices during the Napoleonic years (1793 – 1815) increased the value of land and encouraged farmers to sublet. Lease holding tenants were among the primary offenders in the subletting and subdivision of land. In cases here the landlord had granted long leases of thirty-one years or for three lives, unless there was a covenant or stipulation preventing it, then the tenant could sublet the land. Often these leases lasted twice as long as the thirty-one year period laid down in the lease. Thus large parcels of the landlord's property were removed from his control. Not only was the landlord deprived of additional rent, but he also had to suffer the damaging consequences that resulted from his land being overworked. These farmers who benefited most had obtained leases at low prices and sublet at a considerable profit when market prices improved.

Subletting was not confined to the leaseholder; yearly tenants and tenants at will took on cottiers and labourers. According to Captain Cranfield, this latter group were a “very ill-treated class of people who paid a high rent for a miserable hovel and a rood of land”.²⁰ The labourers were underemployed and underpaid, while their landlords failed to keep their houses in a good state of repair. These labourers could also be described as cottiers, since they paid a “portion of their rent in labour, deriving the balance from the produce of their land”.²¹

The guardians objected strongly to cottiers and under-tenants on their property. In their opinion, the majority of these tenants were disreputable characters whose only service was to clutter the estate and injure the reputation of the neighbourhood. The guardians vehemently opposed all those who attempted to introduce or become cottiers on the estates. When a certain John Cross returned to Northern Ireland from America and sought permission to become a cottier on Hugh Montgomery's farm he was informed that the guardians “will by no means suffer the introduction of cottier tenants on the Tyrone estate”.²² This was a clear warning to other tenants who as times

improved attempted to bring back cottiers who had cleared off the estate at the time of the potato failure. On the eve of the Famine, there had been 276 families of cottiers, a total of 1189 persons on Wingfield's Tyrone property.²³

The guardian frequently reiterated their opposition to and disapproval of subletting, yet this "evil" practice persisted. In June 1848 John Harrick requested permission to sublet part of his farm in order to raise money for a mortgage and was refused, as the guardians "could not allow any farm in the Powerscourt estate to be let for the purpose of subletting".²⁴ Later, in March 1853, the guardians were anxious that the practices of subletting should be "entirely discountenanced by them".²⁵ If there were to be any exceptions to this rule, then the individual would have to apply to the guardians for approval. The guardians assumed that all tenants would "adhere to their request".²⁶ Captain Cranfield was instructed to enter any violation of the guardians' decision into the record books.

The Powerscourt family had for many years attempted to prevent and discourage the practice of subletting. According to Captain Cranfield, the subletting and dividing of farms was not permitted on the Tyrone estate.²⁷ Where it occurred, a tenant was threatened with expulsion, or else they refused to acknowledge the person as an under-tenant. In the case of leaseholders the rent was demanded on the day it was due. If the tenant failed to pay it, then he could be ejected for non-payment of rent. However, it was difficult and expensive to prevent leaseholders from subletting and this resulted in landlords granting fewer leases.

The process of change on the Powerscourt estate was slow, as the property was twice in Chancery in the space of twenty years. First during the minority years of the 6th Viscount (1823-36) and again between the minority years of the 7th Viscount (1844-57). This made it increasingly difficult to regulate and eradicate the problem of subletting. The 6th Viscount's attempts to grapple with the problem were thwarted by his early death, although he did reduce the length of leases and any long leases that fell out during his lifetime were renewed for a shorter period of twenty-one years or one life. Leases which contained covenants were another precautionary measure adopted by landlords. Indeed, one of the covenants in the new twenty-one year leases granted by the 6th Viscount was "against subletting".²⁸ However, stipulations of this kind were unusual and not always effective. Indeed, Captain Cranfield admitted that the covenants

contained in leases were “never enforced”.²⁹ Consequently, tenants continued to sublet and subdivide with the knowledge and acquiescence of their landlords. The Devon Commission survey found that the practice had diminished but was “not uncommon” in Ireland by the 1840s.³⁰

The limited success of the precautionary measures adopted by landlords was but one of the determining factors in bringing about change. In post war years (1815 onwards) the demand for grain slackened, it appeared to many that a more prosperous future lay with livestock farming. This form of farming lent itself to larger farms, the process of consolidation and clearance which began in pre-famine year was aided by the blight. Between 1845 – 1851, the number of farms above fifteen acres rose from 276,618 to 290,401, while the number of smallholdings under fifteen acres decreased from 493,083 to 279,977 in the same period.³¹ It was the small farmers, labourers and cottiers who were most affected by the potato blight. The majority of these were not leaseholders and therefore less secure in their tenure. Many of these tenants were unable to sustain a living from the small plot of land they rented. The failure of the potato crop presented them with a crisis. Mounting arrears which they were unable to pay resulted in their eviction, emigration or entry into the poor house, leaving the land to the more secure tenant farmers.

Where possible the guardians compensated tenants or assisted them to emigrate. During the famine years employment on the Powerscourt estate was limited to drainage works. Whenever possible the guardians employed people, reduced and abated rents and struck off arrears. Yet the estate was not a charitable institution – it was impossible to provide assistance for all who requested it. However, it was in the landlords’ interest to reduce the number of small-holdings and cottages of less than £4 valuation.³² While this was the ulterior motive behind the actions of some landlords, it was not the sole reason for the clearing of an impoverished tenantry from an estate. Nonetheless, the guardians were anxious to reduce the number of small holdings as they believed it would be of great advantage to the estate.³³ Thus they took advantage of every instance in which a farm became vacant to increase the size of the adjoining holding.

George Cranfield admitted that some consolidation had taken place on the Tyrone estate in pre-Famine years. Since he became agent, seventy-one farms of less than ten acres had been disposed of in this way.³⁴ The majority of the defaulting or ejected tenants emigrated to America. It was neither the guardian’s nor Lord Powerscourt’s

intention to drive tenants off the estate in order to consolidate holdings nor to form large grazing farms. What the Wingfields objected to was untrustworthy disreputable, unreliable and insolvent tenants, be they lease holders, large or small farmers, cottiers, labourers or undertenants. Whatever their tenancy, they were unwelcome on the estate.

Altogether, there were 1135 families on the Tyrone estate, of which 305 held leases, and the remainder, 830, were tenants at will.³⁵ This type of occupancy, though least secure in its tenancy, was very common on Irish estate and was the most frequent form of tenancy granted by landlords. Where it existed alongside the tenant right custom it gave the occupying tenant comparable security with the lease holder. The tenant right tradition was almost exclusive to the Ulster counties and was commonly referred to as the Ulster Custom. Where the Custom was in operation, the tenant benefited from greater security of tenure and could sell his interest in his holding to an incoming tenant. Elsewhere, tenants at will were in a more precarious situation. Whereas a yearly tenant had to be given six months notice to quit, a tenant at will could be ejected from the holding he occupied without warning.

A tenant at will depended on the good will of the landlord and his agent for continued security of tenure. This form of tenancy, though common, was unpopular where tenants were not protected by the Ulster Custom. The insecure nature of their tenancy acted as a disincentive toward improvement, so that tenants at will as well as yearly tenants were less likely and more reluctant to invest in their holdings. This attitude of uncertainty contrasted sharply with the situation which existed on the Powerscourt estate in Tyrone where the majority of tenants who held at will were not deterred from making improvements, as they were so certain of retaining their land they would make improvements whether at will or lease holding.³⁶ If the tenure system were graded, then the lease holder and tenant protected by the Ulster custom would appear first, while the majority, eager for occupancy, accepted the least secure but most common form of tenancy, namely yearly tenancy or tenancy at will.

Two of the most important characteristics which a landlord sought in a tenant were reliability and solvency. It was the absence of such essential qualities in the character of Thomas Costello, a tenant on the Wicklow estate, that resulted in the guardians refusing his request to obtain his brother's portion of the farm they shared. In January 1851 the agent reported that Costello "is not solvent and refuses to pay for improvements".³⁷ Unfortunately for Costello, had he been a "more solvent person" than William

Wingfield would have approved the application as “he preferred him as a tenant”³⁸

The whole issue of improvements was central to the land debate as Irish tenants, regardless of their class of occupancy, were responsible for all improvements and repairs on the property they rented. In England the onus lay with the landlord to improve and repair his own property. The majority of Irish tenants were non-leaseholders. The insecure nature of their tenancy tended to discourage them from investing in improvements as there was no guarantee they would be compensated or remunerated for the outlay should they be asked to quit the land they rented. In short, most tenants were unwilling to incur the risk of making improvement without adequate return through continued occupancy or compensation.³⁹

The term ‘improvements’ was broad ranging and covered a variety of building repairs and land improvements. On many Irish estates, it was common practice for the landlord to assist tenants to make improvements. This was the case on the Powerscourt estate where tenants were responsible for their own repairs, while the landlord supplied a number of materials such as timber, lime and slates. This custom of giving assistance to tenants making repairs was not unusual though there were restrictions imposed by the estate. Tenants frequently applied to the agent for building materials to carry out repairs to their houses or farm offices and in each case they submitted a detailed account of the type and quantity of materials required. The tenants’ request was then assessed in accordance with his past record and resources as to whether or not he should be allowed the materials. In July 1852, Thomas Burton was putting a new roof on his large two storey house and requested:⁴⁰

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| 22 couple and ceiling joists, 10ft long. | 3 door cases. |
| 18 stair steps, 4ft wide. | 2 beams, 16 ft long. |
| Flooring and joists for 3 rooms, 14’x14’. | Making of 3 gates. |
| 3 window sashes and frames, 5x4. | |

Later in August, Thomas Kavanagh of Ballybrew requested timber to roof a cow house and asked for the following:⁴¹

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| 4 principals and collar braces, 14ft long. | 1 door frame. |
| 3 dozen of ribberies, 16ft long. | 2 sides for door, 6ft long. |

The bulk of tenants who requested materials were assisted by the estate in making repairs.

Assistance was not in itself sufficient. From the tenant's point of view, security of tenure, compensation or remuneration were important. The question of improvements was central to the land debate, it encouraged the tenant to question his position and his rights in relation to the land he occupied and renter from the landlord.

Prior to the Land Act of 1881, there was no guarantee that a tenant who carried out improvements would not be disturbed from his holding and the improvements he made confiscated without compensation, nor that his rent would be changed. In cases of removal, it was not the landlord but the incoming tenant who paid any compensation. Consequently Lord Powerscourt found that his Ulster tenants "were generally willing to effect improvements themselves on the strength of custom".⁴² In contrast, there was a notable absence of improving tenants on the Wicklow estate.

The protection afforded under the Ulster Custom was an obvious discrepancy that existed between northern and southern estates. Yet the tenants on the Wicklow property were provided with materials to carry out repairs and improvements. Furthermore, Lord Powerscourt did not put "any obstacle in the way of a tenant erecting buildings for himself nor charge him by raising his rent for any building erected by himself".⁴³ Notices to quit were not frequently served on tenants and were only followed up in cases of "bad tenants" who had accumulated arrears and were insolvent.⁴⁴ If this were the case, why then were tenants reluctant to improve; was it because they lacked the resources or did they, despite the practical security they enjoyed, remain insecure? In Lord Powerscourt's report to the Poor Law Commission he stated that "while some tenants improved a little, unfortunately very few tenants were able or possessed sufficient capital to effect any considerable improvements".⁴⁵

On the Powerscourt estate a tenant who was willing and had the resources to improve was encouraged to do so. Indeed the three or four tenants on the Wicklow estate "who have improved more than any, have no leases", though Lord Powerscourt intended giving them leases once the Land Bill had been passed to his satisfaction.⁴⁶ On this estate, a tenant's future security depended on the capital and resources he expended on improving his holding. Hence Matt Noble's application for a lease in March 1847 was submitted after he had improved his farm and built a two-storey house.⁴⁷ George Posnett agent to the Wicklow estate in 1870, found that tenants who held farms from year to year were more improving than the tenant who holds under a lease.⁴⁸ Yet Robert Dowse, a tenant on the Wexford estate was convinced that the longer the tenure the

more improvements, as there was in his opinion “a confidence and encouragement for the outlay of capital”.⁴⁹ Clearly those who did not have leases believed their tenancy was less secure if they invested capital in improvements; they feared this would result in an increase in rent. Familiar fears of ejection without compensation were added to when the farm was revalued and the tenant was not given a fair allowance for improvements. Undoubtedly the reputation and creditability of an estate, its landlord and agent, provided the tenant with a sense of security and encouraged an atmosphere in which improvements could be undertaken. However such personal characteristics were neither permanent nor did they have the force of law.

In most instances where landlords granted leases it was to tenants who had a reputation as being solvent, of good character and possessed capital enough to make improvements. However the fact remains that, prior to the Land Act of 1881, it was the tenant who risked his capital on improvements, he expected but had no guarantee he would be remunerated if he were disturbed from his holding.

In the event of a new landlord or agent taking over the management of an estate there was no obligation toward existing tenants. So those tenants on the Powerscourt estate who had carried out improvements during the lifetime of the 6th Viscount at their own expense, were not compensated by the guardians unless there was a written agreement which included an entitlement to compensation. While it is undeniable that security of tenure was essential to improvements, it is debatable whether a secure tenant would make improvements. Viscount Powerscourt’s policy of granting leases to improving tenants encouraged tenants to improve and a lease holder who improved was preferable to a lease holder who did not.

Another important contentious issue in running an estate was the question of rents as all tenants were bound to pay for the land they occupied – failure to do so inevitably led to distraint or ejection from the property. The method by which the rents of an estate were fixed was a crucial decision of policy for an Irish landowner.⁵⁰ Rents could be fixed either by public auction or valuation. The public auction of tenancies caused discontent, as the tenancy was granted to the highest bidder, by letting to such candidates the landlords were “ruining their estates”. In the long term this practice benefited neither the landlord nor the tenant, the latter often got into difficulty after having paid a high price for the property he was not in a position to carry out

improvements.

In pre-famine years, many landlords had adopted the method of valuation as a fairer means of fixing rents on their estates. On the Powerscourt estate rent was fixed by valuation. Individual valuations were usually carried out before a farm was re-let and valuations of the entire estates were carried out at regular intervals. The Tyrone property was valued in 1837 and a decade later the Wicklow estate was valued twice; firstly by Sir Richard Griffith and secondly by Brassington and Gale. The latter were ordered by the Master of Chancery to carry out another valuation of the entire estate in 1853.⁵¹ According to Brassington and Gale, as the estate varied in “quality and character”, naturally the valuation and rents reflected the nature of the property.⁵²

When valuing land, factors such as the type, amount, and potential yield of the land were taken into account. Griffith’s valuation contains a more detailed description of the soil than the later Brassington and Gale survey, though the latter included important observations about farm management as well as suggestions for improvements. Brassington and Gale were particularly critical of farms held in rundale or intermixed ownership. The townland of Ballybrew was held by three tenants whose dwellings and farms were “so intermixed as to render their profitable occupation quite impossible”.⁵³ Consequently they suggested a totally new division of the townland “on the falling in of the leases”.⁵⁴ Similarly tenants in the townland of Ballyreagh held very small divisions in a “scattered and intermixed manner”.⁵⁵ They considered this practice to be “highly objectionable” and advised that the holding be consolidated and enlarged.⁵⁶

On the question of improvements they maintained that the acquisition of capital “whether possessed by the tenant or supplied by the landlord” was essential.⁵⁷ Therefore, they advised that in the case of yearly tenants, the landlord should supply the entire capital, charging a percentage upon the outlay in addition to the value of the land. Where the tenant was a leaseholder, then the cost should be borne by the landlord and tenant, the amount varying in proportion of the length of the lease. Leaseholders unable to afford this expenditure were to be “treated as yearly tenants”.⁵⁸

Rents rose steadily from the mid-eighteenth century and increased rapidly during the war years (1793 – 1815). The post-war slump forced many landowners, who had taken advantage of the high war time prices to increase their rents, to suffer a reduction in their rental income. A similar, though much more acute, situation existed in pre and post famine Ireland. Captain Cranfield frequently requested permission to strike

off substantial but irrecoverable arrears. In April 1850 rents lost on the Tyrone estate amounted to £175 11s 9d. One year later arrears of £1222 1s 4d were struck off as the defaulters had left the estate. This considerable sum had accumulated during the years 1844 – 1851.⁵⁹ In April 1853, irrecoverable arrears on the Tyrone estate amounted to £370 11s 2d, in the same year there was a loss of £271 4d 5d on the Dublin and Wicklow estates.⁶⁰ The final year for which figures are available is 1857. Fortunately arrears on both estates had decreased – on the Tyrone property, there was a loss of £40 3s 8d, while the combined arrears for the Dublin and Wicklow estates was £96 4s 7d.⁶¹

Tenants frequently requested discounts, abatement or a reduction in rent. In December 1849, Captain Cranfield reported to the guardians that on the Tyrone estate “distress was general and destitution extensive” and he recommended that a discount of 20% be given to tenants.⁶² This discount was applicable for the year’s rent due in 1850. In the following year Cranfield reported that on the Tyrone estate “the potato disease is at least as bad as last year, that the wheat crop is not so good,” and he advised the guardians to recommend that a discount of 10% be allowed to the tenants on the payment of one year’s rent due in March 1852.⁶³ Again, in October 1853, the agent recommended that tenants on the Tyrone estate be granted a 5% discount.⁶⁴ However when the bailiff Mr. Hore reported that a few tenants had “endeavoured to agitate for a reduction in rent”, Cranfield withdrew his recommendation and consequently the Earl of Roden disapproved his original decision.⁶⁵

Following Brassington and Gales’ valuation in 1847, several tenants, including P Keegan, R Burton, W Williamson and Widow Keegan, asked for a reduction in their rent and three of the above were granted a lower rent.⁶⁶ While the guardians demonstrated firmness with regard to the subject of rent and arrears - in January 1851, Thomas Kirk refused to pay the rent agreed upon in the 1848 valuation and was subject of the threat of eviction⁶⁷ - they also displayed leniency. A tenant Murray had by August 1849 accumulated considerable arrears and consequently gave up two of his farms. However, there were extenuating circumstances, such as the “failure of crops, the price of corn, farming stock and produce”.⁶⁸ The agent reminded the guardians that “Murray descended from old and respectable tenants for whom the Wingfields had great respect” and consequently the guardians felt justified in recommending that his arrears be struck off and that Murray “be allowed his stock and crops and given £70 in order to return himself to solvency”.⁶⁹

Rent was never paid in advance, rarely when it was due, but usually when it was demanded. By the beginning of the nineteenth century it was almost universal practice among Irish landlords to allow their tenants to owe six months on two years rent before collecting it.⁷⁰ According to the Devon Commission, this custom, known as a “running gale or hanging gale” was very prevalent.⁷¹ In their opinion, it operated injuriously against the tenant, causing him to feel insecure and leaving him susceptible to the accumulation of arrears.⁷² For most tenants this credit was essential as the practice “was dependent on economic and social forces largely beyond their landlord’s control.”⁷³

The collection of rents was the agent’s responsibility. On the Powerscourt estate, tenants were usually allowed to accumulate in excess of two years rent. According to the management, it was “neither prudent nor in the minor’s benefit that arrears upwards of two years should remain,”⁷⁴ although there were instances of tenants in arrears of three years rent. Defaulting tenants were forced to pay their rent either by distraint — that is the seizing of their crop or cattle, returning it when they paid the rent — or by serving them with notices to quit. The former method was used as a lever to persuade the defaulting tenant to pay or else give some security for a future payment. This practice was not wholly successful as it was often difficult to sell distrained goods.

Threat of ejectment was used in a similar manner and rarely followed through, due to the considerable expense incurred by the landlord and also the possibility of revenge being taken out by the incoming tenant. In September 1852, William Fox’s widow not only avoided distraint but “emigrated along with the crop and chattels before evidence could be presented to the judge to prevent her doing so.”⁷⁵ Often tenants in arrears were willing to give up their holdings and it was not necessary for the landlord to threaten them with distraint or ejectment.

Furthermore, while population pressure on the soil receded during and after the Famine, demand for land did not diminish. During the period 1847 – 1857, there were as many as fourteen and never less than four requests for a vacant farm on the Wicklow estate. Potential tenants had to be of good character, solvent and preferably holding the adjoining farm. Brassington and Gales’ confident assertion that “there was no holding on the estate which should not realise the rent at which we valued it” was comforting news for the guardians.⁷⁶ However, it failed to take into account important economic factors such as low market prices or crop failure, which caused even solvent tenants to default.

Though expensive repairs were carried out on the main house and other houses on Powerscourt property, there was no major building scheme initiated by the guardians during the minor years. Where guardians were given charge of the management of an estate in association with the Court of Chancery, there was no obligation “to improve the lands under their care but to try to preserve them as they were”.⁷⁷ Some minor vernacular buildings were erected on the Wicklow property during the minority period; a new forge and house was built in Enniskerry village for the blacksmith at a cost of £350, while lime kilns, corn, threshing and scutch mills were also built. Repairs to Powerscourt house and other houses in the village were carried out by a group of reputable architects John Louch and Mr. Roberts and builders James Phayre, E O’Kelly and David Keely.

During the 1850s, Edmund O’Kelly carried out major repairs and alterations to a number of houses in Enniskerry village. In 1853, the lease of Mrs. Toole’s house in the village lapsed for non-payment of rent. The “dilapidated houses had for a long time been a disgrace to the village, being a receptacle for persons of very bad conduct”.⁷⁸ The agent reported on the condition of the houses and recommended the guardians employ a builder to carry out improvements. The holding consisted of five houses, one of which had been built some years before by John Boyce, who requested remuneration from the guardians. The estimated cost of repairing the houses amounted to £300.⁷⁹ The guardians proposed to convert the dwellings into offices for the agent and bailiff as well as a police barracks. O’Kelly worked on the repair of Mrs. Toole’s house during July-September 1854 and was paid £370 for his labour.⁸⁰ The two-storey houses were built in a continuous row on a steep incline near the centre of the village. The builder prepared elevations and plans of the dwellings before implementing changes to the facades of the houses.⁸¹

The houses were asymmetrical in plan. O’Kelly’s elevations display decorative architectural features such as slated canopies resting on brackets above the doors, label mouldings over the windows, bargeboard decorating the eaves and dormer windows, while the irregular placing of an oriel window enhanced the picturesque quality of these estate cottages. O’Kelly was also involved in the conversion of the widow’s house and the extension to Millar’s shop in the village.

By the middle of the nineteenth century the Powerscourt estate had passed through two lengthy periods of minority inheritance. Consequently many of the buildings on the estate had been “neglected” while the offices and farm buildings were “very much out of repair”.⁸² Following the succession of the 7th Viscount Powerscourt to the estates in 1857, it was necessary to “reconstruct” the whole series of buildings. Plans for improving Powerscourt house and gardens which had been initiated by the 6th Viscount but left in abeyance during the minority years were reviewed by his son, M. E. Wingfield. Throughout 1860 – 1880 period, Viscount Powerscourt was primarily occupied with improvements to the main house and terraces. Though the question of improving agricultural labourers’ cottages remained the responsibility of the tenants on the estate, there was a notable exception where the landlord provided a handful of model cottages for tenants.

Four double blocks of single and two-storied labourers’ cottages were constructed outside the Kilmolin gate near Enniskerry village, after designs provided by the Board of Works. The picturesque cottages were built of rubble stone, dressed in brick, with attractive bargeboard decorating the eaves and label mouldings above doors and windows. According to Lord Powerscourt, the amount of accommodation provided in the two storey dwellings was excessive for agricultural labourers. The ground floor contained a kitchen open to the roof and two bedrooms. Above the latter there was additional sleeping space which the tenants used for storage. The smaller double blocks of single storey cottages contained three rooms and were more suited to the needs of agricultural labourers.

The task of managing a large and scattered estate in nineteenth century Ireland was shared by a hierarchy of individuals, arranged in descending order of importance – the landlord, agent, steward, clerks, accountants, domestic and gardening staff. When a minor inherited an estate, this meant the landlord’s position was filled by a tripartite group, consisting of the agent, guardians, and master of chancery. The burden of management increased while consultation slowed down the decision making process. It was the agent who acted as orchestrator, as he reported, advised, recommended, and guided the guardians in their actions. During the years 1847 – 1857, Cranfield was rarely criticised by the tenants, while the guardians never doubted his word. This would indicate that he was both a fair-minded man and professionally a trustworthy agent.

Improvements, repairs, remuneration, compensation, valuation, rent, arrears, distraint, ejectment and emigration were common features of nineteenth century estate management. This collection of socio-political issues also provided the essential ingredients for the land question. The difficulties of running an estate increased during a minority period but multiplied when the years coincided with a devastating famine. It was impossible for the guardians to support, assist, employ, and provide for all their tenantry. Hard times necessitated the taking of hard decisions. Reliable witnesses of the times, Brassington and Gale, concluded their valuation of the Powerscourt estate with the following credit: "we have seldom met with one estate in which good and judicious management is more strikingly displayed; the effects which are evidenced by its state after the trying times through which landed property has passed"⁸³

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Notes

1. Minute Books of the Guardians of Powerscourt, Vol. 2 (March 1847 - July 1850), nos. 149 - 446): Ms. 16.376; Vol. 3 (July 1850 - September 1852), nos. 447 - 751): Ms. 16.377; Vol. 4 (September 1852 - December 1856), nos. 752 - 1359): Ms. 16.378; Vol. 5 (December 1856 - September 1857), nos. 1360 - 1462): Ms. 16.378, National Library of Ireland, Dublin.
2. Ms 16.378, Vol. 4, no. 752.
3. *Wicklow Newsletter*, June 11th, 1904.
4. E. Hugher, *The 18th Estate Agent Essays in British and Irish History*, eds. H. Cronne, J. W. Moody, D. B. Quinn, London, 1949.
5. H. A. Doubleday, G. White, H DeWalden, *The Complete Peerage, Vol X*, London, 1945, p. 640.
6. *Parliamentary Gazetteer Vol. 3*, Dublin, 1846, pp. 91 - 92.
7. Ms 16.378, Vol. 4, no. 876.
8. *Devon Commission Report of Inquiry into the state of the Law and Practice in respect of the Occupation of Land in Ireland*, Dublin, 1845, Vol 1, p.849. According to Captain Cranfield who gave evidence before the commission in April 1844, the duties of a moral agent were to look after the moral conduct of the tenants as to disputes, the treatment by parents of children and *vice versa* and to see that they attend places of worship and see children attend schools.
9. Ms 16.378, Vol. 4, no. 816.
10. E. Hughes, *op. cit.*, p.915.
11. F. M. L. Thompson, *English Landed Society in the 19th Century*, London, 1963, p. 158.
12. J. P. Kennedy, *Devon Commission Digest, Vol. 2*, Dublin 1847, p.1137.
13. J. P. Kennedy, *op. cit.*, p.1138.
14. *ibid.*
15. S. M. Hussey, *Reminiscences of an Irish Land Agent*, London, 1904, p.39.
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18. J. P. Kennedy, *op. cit.*, p.1138.
19. W. A. Maguire, *The Downshire Estates in Ireland 1801 - 1845*, Oxford University, 1872, pp.263-264.
20. Devon Commission, *op. cit.*, Vol. 1, p.847.
21. *ibid.*
22. Ms 16.378, Vol. 4, no. 982.
23. Devon Commission, *op. cit.*, Vol. 1, p.847.
24. Ms 16.376, Vol. 2, no. 256.
25. Ms 16.378, Vol. 4, no. 890.
26. *ibid.*
27. Devon Commission, *op. cit.*, Vol. 1, p.847.
28. Devon Commission, *op. cit.*, Vol. 3, pp.546-547.
29. Devon Commission, *op. cit.*, Vol. 1, p.847.
30. J. P. Kennedy, *op. cit.*, Vol. 2, p.419.
31. L. M. Cullen, *An Economic History of Ireland since 1660*, London, 1972, p.136.
32. F. S. Lyons, *Ireland since the Famine*, London, 1971, p.31.
33. Ms 16.377, Vol. 3.
34. Devon Commission, *op. cit.*, Vol. 1, p.847.
35. *ibid.*
36. *ibid.*
37. Ms 16.377, Vol. 3, no. 584.

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39. J. P. Kennedy, *op. cit.*, p.232.
40. Ms 16.378, Vol. 4, no. 819.
41. Ms 16.378, Vol. 4, no. 823.
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44. *ibid.*
45. *ibid.*
46. *ibid.*
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48. *Poor Law Commission, op. cit.*, p.230-231.
49. Devon Commission, *op. cit.*, Vol. 3, pp.546-547.
50. W. A. Maguire, *op. cit.*, p.41.
51. Ms 16.378, Vol. 4, no. 1334.
52. Ms 2740, p.94, National Library of Ireland, Dublin.
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54. *ibid.*
55. Ms 2740, *op. cit.*, p.23.
56. *ibid.*
57. Ms 2740, *op. cit.*, p.94.
58. *ibid.*
59. Ms 16.376, Vol. 2, no. 437, Ms 16.377, Vol. 3, no. 628.
60. Ms 16.378, Vol. 4, nos. 892, 918.
61. Ms 16.379, Vol. 5, no. 1423.
62. Ms 16.376, Vol. 2, no. 412.
63. Ms 16.377, Vol. 3, no. 744.
64. Ms 16.378, Vol. 8, no. 839.
65. *ibid.*
66. Ms 16.376, Vol. 2, nos. 193 - 196.
67. Ms 16.377, Vol. 3, no. 576.
68. Ms 16.376, Vol. 2, no. 371.
69. *ibid.*
70. W. A. Maguire, *op. cit.*, p.52.
71. J. P. Kennedy, *op. cit.*, vol. 2, p.757.
72. J. P. Kennedy, *op. cit.*, vol. 2, p.758.
73. W. A. Maguire, *op. cit.*, p.53.
74. Ms 16.378, Vol. 4, no. 944.
75. Ms 16.378, Vol. 4, no. 829.
76. Ms 2740, *op. cit.*, p.94.
77. J. P. Kennedy, *op. cit.*, vol. 2, p.1030.
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79. Ms 16.378, Vol. 4, no. 1008.
80. Ms 1763, Building Repairs 1850 - 1857, National Library of Ireland, Dublin, p. 94.
81. Ms P.7635, National Library of Ireland, Dublin, Vol. 1, no. 78.
82. Ms P.7635, *op. cit.*, Vol.2 p.1
83. Ms 2740.