

REPLY OF MR. RUSSELL

TO LORD LANSDOWNE.

He Meliorates his Charges against the Marquis of Lansdowne—Exorbitant Prices for Lime—Rack-renting in Iversagh.

I now proceed to reply to the Marquis of Lansdowne's letters. Allow me to say, in limine, I have not now, nor have ever had, any desire to single out Lord Lansdowne as an instance of bad landlordism. I have heard him spoken of by many persons for whose judgment I have respect, as not alone a high-minded, but a considerate, man. I most willingly believe this. All the same, I cannot avoid the conclusion which I have stated in these letters, that the management of his estates is a despotism of a bad and injurious kind, which does little to soften the harshness of the land system which it is my object to attack.

I shall endeavor to meet Lord Lansdowne's statements point by point. The matters as to which the Marquis challenges my accuracy are these:—First—As to the suggestion of his making profit by borrowing money from the Government for drainage purposes; Secondly—As to charging to his tenants exorbitant prices for the lime which he supplies to them; Thirdly—As to the rent increases imposed on the Iversagh tenants.

GOVERNMENT OR BOARD OF WORKS LOAN. It is to be observed that I was not the first person to call public attention to the complaints made by Lord Lansdowne's tenants. My letter alluding to them was not published until November 15, 1880. In November there appeared in the columns of the Standard a letter written by a special commissioner of that journal, who mentions these and several other matters as grievances alleged by the tenants against Lord Lansdowne and his agent, Mr. Trench. He says that the charge of making a profit out of the Board of Works' Relief Loans was "an accusation more loudly urged than any of the others"; and adds, "I pointed out to Mr. Trench that while Lord Lansdowne would have paid off the loan, both principal and interest, in thirty-five years, there was nothing to prevent the tenant continuing to pay forever the addition of 5 per cent to his rent." Mr. Trench's reply is important. The correspondent proceeds: "Mr. Trench said he had no instructions on this point, but as it was usual to revise rents every twenty-one years, he had no doubt Lord Lansdowne would act fairly by his tenants."

On the evening of the publication of this letter a reply was addressed by Lord Edmond Fitzmaurice to the paper containing it, in which, having quoted the passage relating to the drainage money, he says: "In regard to the above matter I shall be obliged if you will kindly allow me to state that the proper course to be ultimately pursued towards the Kerry tenantry in regard to the loans has already received Lord Lansdowne's consideration." I had from a letter of Lord Lansdowne, which is before me, that, in the summer of 1879, he offered drainage employment with the Board of Works' money (repayable by him in twenty-two years at £6 10s. per cent per annum principal and interest), for which he proposed to charge his tenants a perpetual rent increase of 5 per cent per annum. Later in that year, in November, I find from another letter of Lord Lansdowne, which also is before me, that he amended that offer by relieving the tenants from any interest for three years, but after that date the perpetual rent increase was to be 5 per centum.

I shall presently show the profit from the public money which the carrying out by the tenants of either of those offers would have secured to Lord Lansdowne. The figures are startling. At the latter date, when the distress had declared itself, the same question was addressed to Lord Lansdowne as was addressed to his agent by the correspondent mentioned a year later.

We have seen Mr. Trench's reply to Lord Lansdowne, at that earlier date, said, "You are perfectly right in assuming that, after three years, the five per cent will be a permanent addition to the rent. I see no reason for departing from the usual practice of the estate in regard to this point."

By his lordship's letters which appeared in the Daily Telegraph of Nov. 27 and 30, 1880, he admits he was informed by the Board of Works towards the end of January that he was to pay only one per cent on the £50,000 drainage loan sanctioned for him on Dec. 27; he admits that every tenant, before commencing work, was required to sign a printed agreement, binding himself to pay a perpetual rent-increase, five per cent upon the sums paid to him, and that these agreements, forty-eight in number, were signed subsequent to the end of January, 1880. In fact, the matter stands thus—that whether the money advanced to the tenants was money borrowed from the State at 5 per cent., but repayable, principal and interest, at £6 10s per cent in twenty-two years, or whether it was money borrowed at 1 per cent per annum interest, to begin after two years, and repayable, principal and interest, at £3 8s 6d per cent in thirty-five years—in each case the tenant was called upon to pay as a perpetual addition to his rent 5 per centum for each £100 borrowed.

If, therefore, in November, 1879, the Marquis wrote that the tenants should pay a perpetual rent increase of 5 per cent per annum on the drainage loans; if, subsequent to the date when he knew, in his agent and when his tenants knew, that the rate charged by the Board of Works on the loan was reduced to one per cent, he still continued to make the tenants sign, or allowed the tenants to sign, agreements to pay the perpetual increase of 5 per cent; and if, up to November, 1880, notwithstanding that the injustice of these agreements was (in the language of the correspondent cited) an "accusation more loudly urged than any of the others," the Marquis's agent admitted he had received no instructions to vary the terms of these agreements, I do not think the Marquis can wonder if his tenants should believe his intention was to insist strictly on these terms being carried out, and so realize the large rate of profit which I shall presently mention out of the money borrowed by them from the State on exceptionally low terms. However, I willingly admit, and indeed, I said in my original letter referring to the matter, that the belief may have been the result of misapprehension. The Marquis now distinctly states that for the money borrowed by him from the State at one per cent, and repayable by him in thirty-five yearly instalments of £3 8s. 6d. each, the tenants shall not be called upon to pay more than £3 8s. 6d. per annum.

But again, this is far from satisfactory. He does not say that these yearly instalments shall, in the case of the tenants as in his own case, be added to thirty-five yearly payments, and shall not be perpetual. Unless so limited, a palpable injustice will be done to the tenants. Nay, I fear Lord Lansdowne

still leaves it in doubt whether the payment will or will not be perpetual—if, indeed, he does not actually mean to convey that it will be perpetual. I am driven to say this because of a paragraph in Lord Lansdowne's letter, which, if I interpret it rightly, sets up a claim of an extraordinary character. He says:— "Some of Mr. Russell's informants appear to have laid stress upon the fact that no engagement was given to the tenants to the effect that the rent-charge payable by them should terminate with that payable by the landlord. Upon this point I will only observe that it is impossible to determine beforehand the length of time during which the land will be benefited by drainage, and that as the rent-charge payable by me or my successors will not terminate until A.D. 1917, the amount of rent which, when that time comes, will be payable by the tenants, and which must depend upon the then circumstances of their holdings, is scarcely a matter for present consideration."

The inference from this passage would seem to be that Lord Lansdowne considers that the State advances money at a low rate for drainage purposes in order to benefit the landlord; that the tenant is to contribute the drains, receiving from the landlord a sum in payment of the entire or portion of the cost of them—which sum the landlord borrows from the State, repayable by terminable instalments—which instalments the tenant pays to the landlord; and that then, when the instalments to the State have ceased, the improvements effected by the drainage (the entire cost of which the tenant has thus & hypothetically paid, or may be made to an increased rent in the shape of a perpetual annuity in the name of interest! Can it be possible that his lordship desires to maintain this proposition?

From the statement of facts detailed by the Marquis of Lansdowne in reference to the drainage loan, one thing is abundantly proved, viz., the total inability of the tenants to resist the landlord's terms, no matter how unreasonable or exorbitant these may be. It is in this point I desire specially to emphasize.

His lordship has shown us that the office procurer forty-eight tenants to sign a contract to pay him a perpetual annuity of £5 for each £100 borrowed by him from the State on a terminable annuity of £3 8s. 6d. for thirty-five years. If that contract were kept strictly it would amount to this, that for a terminable annuity payable by his lordship, the present capital value of which is £100, he would have obtained from his tenants a perpetual annuity, the present capital value of which, at the same rate of interest, is £485.

The Marquis now says he does not insist upon the carrying out of this contract; but that he was able to insist on the tenants entering into it is a clear proof of their helplessness. From his lordship's letters, he would seem to convey that the terms on which he usually lent out to his tenants the moneys borrowed by him from the Board of Works are just, if not generous. Without hesitation I give him credit for believing that on these terms he was reaping no profit from the loans, but the figures appear to me to point so clearly in the opposite direction that I have submitted them to an actuary, who has verified the startling results which I now give.

The usual terms on which the Board of Works advanced the drainage money to landlords were £3 10s. per cent interest, and a sinking fund of £3, payable during twenty years. In other words, for £100 the landlord paid an annuity of £6 10s, which extinguished principal and interest in twenty-two years. The present capital value of this annuity is £100. This £100 his lordship lent again to the tenants, and his first proposition, in the summer of 1879, was that they should pay to him a perpetual annuity of £5, to commence from the date of the loan. The present capital value of this annuity is £143.

The second proposition in November, 1879, was that they should pay a perpetual annuity of £5, but not to commence until the expiration of three years from the date of the loan. The present capital value of this annuity is £129. In the above calculations the rate of interest is throughout taken at £3 10s per cent, viz., the rate charged by the Board of Works to the landlord. The reduced rates of interest on which the Board of Works advanced the money to Lord Lansdowne during the distress were £1 per cent interest and a sinking fund of £2 8s 6d, making together £3 8s 6d payable during thirty-five years, to commence from the expiration of two years from the date of the advance. In other words, the landlord at the expiration of two years would begin paying an annuity of £3 8s 6d per cent, which, in thirty-five years, would extinguish both principal and interest. The present capital value of this annuity is (at 1 per cent interest) £100.

According to his lordship's third proposition, viz., the contract signed by his tenants in February, they would have been obliged to pay a perpetual annuity of £5, the present capital value of which, at one per cent, as I have already said, would be £485. Let us assume his fourth proposition, viz., the contracts of February, as modified by his letters to the Daily Telegraph, to be that the tenants are to pay a perpetual annuity of £3 8s 6d, to commence at the expiration of three years from the date of the advance. The present capital value of this annuity, at one per cent, would be £332.

From these figures it is plain that, after making the most liberal deductions and allowance for the cost of collection, etc., the terms admittedly charged to the tenants, would in each case represent a large profit from the money borrowed by Lord Lansdowne from the State and re-lent by him to the tenants. For example, let us suppose that he borrowed from the State and then lent to his tenants for drainage purposes the sum of £10,000. The sums payable by the tenants to Lord Lansdowne for this money would represent, according to the first terms, £24,300; according to the second terms, £48,500; according to the third terms, £48,500; according to the fourth term, £33,200!

This disposes of the first point on which Lord Lansdowne challenged my criticism. I have been tempted to go into this detail because I have long feared many landlords in Ireland were making a profit out of the public loans which the Legislature did not intend. This warning may be of use. When one finds such views as I have set forth entertained by many of the position and character of Lord Lansdowne, what may not one expect to find in less reliable quarters?

I hold it to be of great importance to watch with jealous scrutiny, lest what was in distressful times intended to benefit the people should be turned to the private profit of landlords. Moreover, these public moneys have been made to serve many purposes. I am speaking of many parts of Ireland, not of Kerry only. If it be objected that the landlord has contributed nothing to the relief funds, his answer commonly is, "Help in that form is demoralizing; it is bad according to true political economy. I have done better, for I have given useful and remunerative

employment"—meaning thereby with Board of Works' money. If it be objected that no rent abatement is made in view of late disastrous seasons, the answer is, "To abate the rent would amount to little, and, moreover, would weaken the tenants' sense of the obligations of contract. I have done better. I have put them in the way of paying their rent by well-paid employment"—meaning thereby with Board of Works' money.

There is no doubt without these drainage moneys many of the tenants receiving them could not pay their rents, and that the moneys in great part returned to the landlords' pockets as rent. There is also no doubt that complaints of insufficient payment for the work done by the tenants have been frequent. All these circumstances combine to justify close scrutiny in the dealings with these public moneys.

I now come to the question of the prices charged for lime. In my letter I observed, "I understand that Lord Lansdowne does not admit having prohibited the tenants using their own kilns, but undoubtedly the impression that he did so prevails in Kenmare." This statement is literally accurate; it is supported by the evidence of the correspondent already named. Lord Lansdowne has now publicly stated he did not intend to prohibit his tenants burning lime in their own kilns. I accept his denial without hesitation. At the same time it is only proper to add, I have, even since Lord Lansdowne's letter appeared, received ample evidence that the impression exists that not only was the prohibition given, but that it was effectually enforced in several instances by the fact of the tenants' kilns being demolished by Mr. Trench's orders. But, accepting this statement of Lord Lansdowne unreservedly, I must point out that his letter leaves wholly unanswered the serious part of the tenants' complaints as to the lime. Even if they had been prohibited lime burning, but had been supplied by the estate limelime-kilns with lime on reasonable terms, the ground of complaint would have been small indeed.

These are the facts as stated to and by me: 1st. That there are not, and have not been for years since the supposed prohibition, any working limelime-kilns on Lord Lansdowne's Kenmare estate, save in the town of Kenmare. 2nd. That until the last year or two, in that town only one limelime-kiln, which latter was worked by a lessee of his lordship; but some disputes having arisen between Mr. Trench and this lessee, the limelime-kiln of the latter was closed, and thereupon the Marquis became undisputed owner of a monopoly in supplying lime to the tenants on the estate, and, indeed, to the neighborhood. 3rd. That the Marquis ought to be able without loss to sell lime to his tenants at 1s to 1s 3d per barrel. That is the opinion of the very experienced gentleman whom I have called as a witness—Mr. S. M. Hussey, Lord Kenmare's agent. 4th. That the rise in price to 2s 6d per barrel was both serious and sudden. 5th. That at the time of the rise there was no increase in the cost of production of lime. 6th. That the lime selected for this season and sudden rise was the period when the distress was most acute. 7th. That the alternative to any tenant who required lime to manure his ground was to pay 2s. 6d. per barrel for it, or sign the printed agreement to pay a permanent increase to his rent of 1d. per barrel per annum. These are the simple facts which the tenants complain, and I must say I fail to see that Lord Lansdowne has in any way met them.

3. The remaining matter in respect of which Lord Lansdowne has impugned my accuracy as to the amount of the rents and rent increase on his Iversagh estate. On this point I have been saved the necessity of going into an extended vindication, for, within the past few days, there has been published in the press a document which attests the accuracy of the facts and figures put forward by me. I mean the declaration signed by upwards of eighty tenants on Lord Lansdowne's Iversagh estate. It has been referred to, Sir, in your columns, and is in the following words:— "We, the undersigned tenants of the Iversagh estate of the Marquis of Lansdowne, having seen a letter of his lordship's in the Daily Telegraph, in which he states that the description given by Charles Russell, Q. C. M. P. of the increase of rent imposed on the tenants of this estate, is absolutely misleading, do hereby declare that Mr. Russell's statement is accurate, and does truly represent the history of this estate for the last thirty years."

Lord Lansdowne says he recognizes the accuracy of these figures. It would have been more convenient if he had pointed out what the inaccuracies were. The points in difference might have been cleared up. My information may, of course, have been wrong in some particulars. I should most readily admit any errors which have crept into my letters. I challenge criticism and correction. I should injure the cause I desire to promote if I advanced facts which can be disproved. I cannot pretend to have seen accurate in all details. I think I have so far shown that I have spared no pains to be accurate. Lord Lansdowne, referring to the case in which the tenant helped me to present an approximate balance sheet, seemed to think that he had disposed of that illustration by pointing out that, on the tenant's showing, he would have lost on his farming last year if he were rent free. Does Lord Lansdowne think that surprising or improbable? I do not. I think in recent years the cases are many in which, after the support of his family, the tenant would not only have no balance left to pay rent, but would be out of pocket. I am sure there are many such cases in South Kerry of late. I am not sure there have not also been many such cases in England.

In reference to the comparison of actual rent with Griffith's or Government valuation, I desire to make some observations of general application. From what I have said in previous letters, it is clear that Griffith's valuation is no necessary test of what a fair rent should be. It may either be too low a figure for a fair rent, or it may be, as I pointed out, though not so frequently too high for a fair rent. But there is one other matter to be considered, which has a disturbing influence upon the valuation as a rent test. It is this: Practically no alteration has been made since 1852 in Griffith's valuation except in the case of new houses or buildings. In that case there is a new valuation. In other words, the old valuation is increased by the amount which the valuator thinks right to put on the entire holding in respect of such new buildings. It is clear that every such addition brings the valuation closer to the actual rent.

In all cases, therefore, in which the tenant has built new buildings the valuation is altered and raised; but I need hardly point out that although thereby the Government valuation is brought close to the figure of the rent, it does not follow that the latter may not be an excessive rent. That is to say, the addition to the valuation has taken place by reason of the improvements in buildings, which in many cases the tenant himself has effected, and for which

in practically all cases he pays, while no such improvements affect the productive character of the soil.

It would therefore, follow that in all cases in which the landlords have—as Lord Lansdowne has properly done—tried to improve the character of their tenants' dwellings, that the difference between the rent and the valuation will be less than where no such improvements have been effected, although from the considerations I have presented above, it is obvious that the latter may be the less highly rented, the former the more highly rented holdings.

I hope I have treated Lord Lansdowne's letters with the consideration they deserve. I have meant to do so. I now leave them; but I feel justified in asking the attention of those who have followed this correspondence to the story of that last rent-increase of 25 per cent all round on the Iversagh tenants, which I have told; and I would ask them to say, does Lord Lansdowne really meet it?  
CHARLES RUSSELL,  
Temple, Dec. 10, 1880.

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