Sir Richard Bourke and his Tenants 1815-55

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A hitherto unexplored aspect of the career of this distinguished soldier, administrator and diplomat is analysed. The paternal attention which this Limerick landlord devoted to the tenants on his estate over a forty-year period is examined and set in the context of the revised historiography of this much debated subject.

General Sir Richard Bourke is best known as the governor of New South Wales 1831-7 and for his earlier role as the acting governor of the Cape Colony in South Africa, 1826-8. He has been the subject of a biography by an Australian scholar Hazel King.¹ This was a development from her doctoral thesis on colonial policy,² and the biography reflects that orientation. She treats Bourke’s role in his own locality as a short interlude between his two governorships and as an epilogue to his six years in Australia. Another scholar, Jennifer Ridden focused her study on the ideas which informed his governorship of New South Wales.³ J.F. Cleverly and Max Waugh have each discussed Bourke’s interest in education.⁴ However his life in Ireland, and in particular his role as a landlord, which spanned almost forty of his adult years has been largely neglected to date. It is this lacuna in previous studies which is the focus of these articles.⁵

Richard Bourke was born in Dublin on 4 May 1777 of protestant, Irish parents.⁶ His father’s family came from Drumsally, near Cappamore in County Limerick. They had been landowners there for generations.⁷ Richard, however, grew up in England. He was educated at Westminster School from about the age of seven, and took his BA at Oxford.⁸ He rarely returned to Ireland, often spending vacations with his famous kinsman the noted statesman, Edward Burke.

On graduating from Oxford in 1798 he bought a commission in the army.⁹ The following year he saw action in Holland where he was shot through the jaw.¹⁰ This wound did not check his military career

¹ Hazel King, Richard Bourke, Melbourne 1971.
⁶ King, Bourke, p. 3.
⁷ Miscellaneous papers relating to the Bourke family (N.L.I., Bk. Ps., MS 8473 (1)).
⁸ King, Bourke, p. 3.
⁹ Ibid., p. 10.
but it left him with a speech impediment, and this was a factor in keeping him out of politics later. He resigned from active military service in 1815 because of his wife's poor health, and settled in Ireland.

His father had died in 1795, and as the only surviving son, he inherited his estate. This comprised about 1,000 acres, in counties Tipperary and Limerick but though substantial it was but a wreck of what it had been originally. His father had got into serious debt, some of the lands had been lost while the remainder had been badly managed and was losing money. None of the estate was out of lease in 1815 so he bought Thornfield, a demesne of 180 acres, about eight miles north-east of Limerick, in the parish of Killeenagarriff. He was then thirty-eight years old and a virtual stranger to Ireland. He had visited Limerick from time to time during his years as an absentee landlord, but when he came to take direct management of his estate, he was scarcely familiar with it or his tenants.

He had one clear aim from the beginning, to rid the estate of the evil of subletting and subdivision, which he saw as ruinous to agricultural development and primarily responsible for the destitute state of large sections of the Irish population. However, he soon discovered that although he was owner of his lands, he did not have a free hand to tackle the problem, and despite his best and lifelong efforts he never fully succeeded in this aim.

The granting of long leases especially by absentee landlords was common in Ireland at the end of the eighteenth century. The lifting in 1778 of the prohibition on catholics being granted leases longer than thirty-one years, and the granting of the franchise in 1793 to lease holders of lives, encouraged this practice. It suited the politically ambitious as well as the absentee landlords. It facilitated the rise of the middleman system. These intermediate landlords by and large emulated some of the worst traits of their head landlords. Many of them were absentees and most did not invest in improvements. They found that by subletting and subdivision, which population pressure and high tillage prices, due to Napoleonic wars, facilitated, they could multiply the rental income from the land. In many cases the rents they charged their subtenants were more than double their head rents. Sir John Benn Walsh complained in 1829 that the lands of his estate in Cork, which were still in the hands of middlemen, were worth twice what he was receiving. It was a complaint echoed by many other head landlords. They began to show a strong desire to eliminate middlemen and stop subdivision and subletting which the system of long leases encouraged. This was no easy task. It took patience, vigilance, careful management, and the catastrophe of the great famine to effectively get rid of the system.

When Bourke inherited his estate in 1795 much of it was tied up in leases of lives, some of which were renewable forever. The land was sublet and sub-divided, as there was no clause forbidding this in the original leases. He was then an absentee landlord living in England completing his education and following his career as a soldier. It was only when he retired from active service in the army, and settled in Thornfield, that he turned his attention to the issue of tenure and the problems associated with the system then prevailing. He decided that in future, whenever the opportunity arose, all tenants would hold directly from him.

11 Bouke to Thomas Sprig Rice, 22 Nov 1830, (M.L., Bk. Ps., MS A1736 (274)).
12 King, Bourke, p. 53.
14 Ibid., p. 49.
15 Bourke’s evidence to the Devon Commission, HC 1845 xxii, 1, pt. iii (657) p. 725.
17 Ibid., p. 50.
18 Bourke’s memorandum to his agent Barrington, 1830, p. 39, (MS in possession of Dan Lawless, Mohr, Co. Tipperary, hereafter referred to as memorandum to agent.
19 King, Bourke, p. 10.
The easiest method of achieving this was where the lease would not be renewed at the expiry of a life. This rarely happened, but it did once for Bourke though not in relation to land. He had properties in Broad Street and Mungret Street in Limerick, which were leased to John Dowdall Hammond on a lease of lives renewable forever. The renewals were not kept up and the last lease expired in 1839. They were then let on leases of thirty-one years to John Barry in Broad Street and Pierce Creagh in Mungret Street.20

The more usual method was to wait for the leases of lives to expire and then not renew them. This was the normal practice especially after 1815 and yearly tenure became the common form between 1818 and 1845.21 Because their estates had suffered grievously from the prevalence of long leases in the past many landlords reacted strongly against all leases. By 1845 only 20 per cent of tenants throughout the country had leases.22 They could grant leases and insert a clause prohibiting subletting. It was not a popular option because of the problems of enforcing it, although there was an act prohibiting subdivision.

Bourke on many occasions choose this option. His preference was for tenancy at will but he did not always insist on it. His lands in Ballyguy, which comprised about 138 acres, were let to John Dwyer, eldest son of the former secretary to Lord Chancellor Clare, on a lease for his life granted by Bourke’s father. Dwyer in turn sublet these lands to three tenants, John Duhy and William and John Flannery who were brothers. Duhy had seventy acres and the remaining sixty-eight acres were divided between the two Flannerys. When Dwyer’s lease expired in the early 1820s Bourke did not renew it. He took the lands into his own hands and retained the three tenants. He gave each of them a lease of one life with a restricting clause forbidding subletting and subdivision.23 Such clauses required careful supervision to ensure compliance, as the tendency to sublet was so strong. Even with vigilance the covenants were sometimes broken. John Boland, a tenant in Moher broke his covenant and sublet to his son-in-law, Costello. When Bourke found out they were both given notice to quit, but on the intervention of the parish priest it was not enforced. Boland lost his lease and became a tenant at will. Costello was allowed to keep his holding for Boland’s lifetime but he was not allowed to reside on the land.24

Middlemen could be evicted if they got into arrears with their rents. Many of them were, especially during the famine. Head landlords rarely gave abatements to middlemen rather they pressed for their full rents and arrears.25 When they became insolvent it gave the opportunity to the landowner to get his lands back into his own hands either by eviction, or by renegotiating the lease in terms more favourable to the landlord. Only one of Bourke’s remaining middlemen furnished him with an opportunity to evict, but he did not avail of it. Colonel Hunt held twenty-three acres in Moynard for which he paid £46 3s 1d. annually. His rent was in arrears from 1846 to 52 but Bourke did not proceed against him.26 His other six middlemen showed no arrears, not even during the famine, a rare occurrence. Indeed their rents were the mainstay of his rental income. Together they paid him £714 19s.19d. per year, which was over one-third of his annual rents.27 In the second half of 1846 when rent receipts were at their lowest, and arrears at their peak, the rents from these tenants amounted to 50 per cent of his income.28

20 Memorandum to agent, p. 19.
21 Donnelly, The land and the people, pp 51, 63.
23 Memorandum to agent, pp 5, 37.
24 Richard Bourke jnr. to his father, 10 July 1845, Correspondence of Sir Richard Bourke and his son, Richard Bourke jnr. (Mss in possession of Dan Lawless, Moher, Co. Tipperary, hereafter referred to as Bourke correspondence).
26 Rent rolls, Bourke papers (Mss in possession of Dan Lawless, Moher, Co. Tipperary, hereafter referred to as Rent rolls.
27 Estate accounts, Bourke papers (Mss in possession of Dan Lawless, Moher, Co. Tipperary, hereafter referred to as Estate accounts.
28 Rent rolls.
Had these lands been in his own hands it is doubtful that his rental income would have been as high or as stable as they were during the famine.

Some of the middlemen were themselves large landowners. Thomas Lloyd, who held Bourke’s land at Curraghfoyle and Reenavanna and paid £163 10s. 0d. per year, owned most of the land in the parish of Doon.\textsuperscript{29} Frederick Lloyd, later John, paid £230 5s. 4d. per year for Bourke’s land in Ballyerk.\textsuperscript{30} This branch of the Lloyd family owned most of the lands in the townlands of Lisheen and Ballyerk in the parish of Moyne.\textsuperscript{31} In the nearby parish of Inch in the townland of Annfield, Edward H. Burns was paying Bourke a rent of £18 9s. 3d. These lands were a small part of his property.\textsuperscript{32} Francis Creed had 120 acres in Uregare. His annual rent was £191 1s. 6d. William Gabbett paid £25 16s.11d. a year for his land in Mount Minnett, and Hugh Bradshaw was a tenant in Kilbeg paying a rent of £39 13s.10d. per year.\textsuperscript{33} All these tenants had leases of lives renewable forever.\textsuperscript{34} Only one of them, Francis Creed, farmed the land himself: the others sublet. The Lloyds sublet in large farms. The others, especially Gabbett, sublet to smallholders.\textsuperscript{35} They afforded no opportunity to Bourke to get rid of them. Their leases neither lapsed nor expired and they paid their rents regularly and punctually. In 1830 he considered selling the land to some of them. His reason for doing so was not to rid his estate of them, but to raise money to buy land nearer his demesne. He calculated the selling price at twenty-five times the annual rents,\textsuperscript{36} but nothing came of the plan. These solvent, entrenched middlemen were still part of his estate when he died in 1855.\textsuperscript{37}

Middlemen were only one element in the problems associated with the system. The cottiers were a much more difficult issue. When middlemen’s leases fell in, head landlords generally cleared their estates of cottiers, especially after the famine. Robert D. Beamish evicted twenty one families near Skibbereen and justified it on the grounds that they had never been his tenants, and that they had been brought on to his lands against his wishes.\textsuperscript{38} Bourke’s lands in Tuoknocknacane came into his hands after the last life of a lease, given by his father to William Ryan’s father, James, expired in the 1830s. He wanted to consolidate this land into one or two holdings and build slated houses appropriate to the size of the farms. The cottiers, John Ryan, Philip Ahern, Conor Donnell, James Kennedy and John Rourke were offered money to emigrate or leave, but they were not inclined to go, and he did not insist.\textsuperscript{39} Philip Ahern and his family, who held 1 acre 2 roods for which he paid £2 9s.10d. annually, never left the Bourke estate and in 1907 his family bought the land through the Land Commission from Ulick Bourke, Sir Richard’s grandson for £35.\textsuperscript{40} Rourke, Kennedy and O’Donnell eventually vacated their holdings during the famine.\textsuperscript{41} Rourke emigrated, and it is not known what happened to the other two. Their holdings remained untenanted for five years until 1852, when they were consolidated to form one farm of 18 acres 3 roods 17 perches which was let to John Going for twenty-one years, at an annual

\footnotesize{\textsuperscript{29} Tithe Applotment Book, Doon parish, (N.A., T.A.B. 17/ 63).\\\textsuperscript{30} Rent rolls.\\\textsuperscript{31} Tithe Applotment Book, Moyne parish, (N.A., T.A.B. 27a/ 65).\\\textsuperscript{32} Tithe Applotment Book, Inch parish, (N.A., T.A.B. 27a/ 66).\\\textsuperscript{33} Rent rolls.\\\textsuperscript{34} Memorandum to agent, p. 39.\\\textsuperscript{35} Tithe Applotment Book, Ballybrood parish, (N.A., T.A.B. 17/ 57).\\\textsuperscript{36} Memorandum to agent, p. 43.\\\textsuperscript{37} Rent rolls.\\\textsuperscript{38} Donnelly, The land and the people, pp 112, 114.\\\textsuperscript{39} Memorandum to agent, p. 17.\\\textsuperscript{40} Record of sale in Ulick Bourke’s estate papers, 25 March 1907, (MS in possession of Dan Lawless, Moher, Co. Tipperary hereafter referred to as Ulick Bourke estate papers.\\\textsuperscript{41} Rent rolls.}
rent of £23 3s. 2d. In 1907 Going’s family bought this land from the Bourke estate. John Ryan who held 14 acres 1 rood 20 perches, for an annual rent of £23 5s 2d., was the most substantial of the cottiers. He was still on the estate when Bourke died.

While Bourke was in the Cape the middleman’s leases on his Moher land fell in. Bourke had left instructions with his friend Lord Monteagle as to how he wanted it re-settled. Two independent surveys of the land were carried out. There were twenty tenants with farms varying in size from one-and-a-half acres to seventy. They all grew potatoes and oats, most had herds of cows varying from thirty head to one, depending on the size of the farm. Some of the land was exhausted from over-tillage, and many of the houses were in a bad state. Monteagle visited each tenant to explain the procedure. Tenants who had farms elsewhere, and those who were non-resident, were dispossessed. Of the remaining, seven who had sufficient capital had the land divided between them, some were given a twenty-one year lease with clauses prohibiting sub-letting, others were tenants at will. The rest were given the option of moving and carrying off one year’s rent and settling elsewhere, or taking four to five acres of mountain at five shillings an acre, rent free for the first year. Six tenants took the latter option taking less land and supplementing their income with labouring. They were re-settled in a place called the Rookery, each house having a half-acre potato garden. The houses of these remaining thirteen tenants were made comfortable, and where necessary new ones were built at a cost of £20 each, paid for by Bourke.

The Bourke estate in pre-famine times had forty six tenants. Eight of them held property in the city of Limerick, the remainder occupied land in the counties of Limerick and Tipperary. About 40 per cent had leases. Seven, as we have seen, had leases of lives renewable forever. Others had leases of one to three lives or for fixed periods of years. About 35 per cent were tenants at will, and the remaining 25 per cent had yearly tenure. This tenure pattern was in marked contrast to the national pattern where the majority had yearly tenure, and only 20 per cent had leases. The middleman system and the cottier problem were not easy to solve unless the landlord was ruthless enough to carry out wholesale clearances and evictions. Many of them were, but Bourke was not one of them. His approach to tenure was complex. He held the view that tenancy at will was more conducive to building trust between the interested parties and he did not consider tenure a factor influencing agricultural improvements. Yet despite this, and the problems which long leases sometimes created, he did not always convert to yearly or tenancy at will when the opportunity arose. We have already seen this in the instances when he got rid of middlemen. There were other examples. In 1829 he gave Philip Madden of Gortavalla a lease for three lives on a farm of fifty-four acres at an annual rent of £108. This land had until then been part of a sixty-three acre farm held by Richard Humphreys. Richard was fond of liquor and got into arrears, despite being left in very good circumstances by his grandfather. Bourke, rather than evict him and leave him impoverished, took fifty-four acres from him which he leased to Madden, and gave Humphreys a lease for his life on the remaining nine acres which was the best land in the townland. Humphreys was left in his house and Bourke built a substantial house, part two-storey, for Madden.

In Madden’s case the long lease worked out well. Philip was a good tenant, as was his son Nicholas,

42 Ibid.
43 Ulrick Bourke’s estate papers, 25 June 1907.
44 Ibid.
45 Rent rolls.
46 Report of Spring-Rice to Bourke, 26 Nov. 1826, (M.L., Bk.Ps., MS A 1736(837-45)).
47 Rent rolls.
48 Memorandum to agent, p. 37.
49 Bourke’s evidence to the Devon commission, HC 1845 xxii, 1, pt. iii (657) p. 725.
50 Memorandum to agent, 10.
51 Ibid., pp. 10, 11.
and Nicholas’s widow who held the last life lease, which expired in 1882. Richard Humphreys on the other hand never made a success of farming. He was in arrears in 1842 and from 1844–7 by which time he owed a year’s rent, £18 10s. 6d. He surrendered his holding and emigrated to America in 1847 and his land was consolidated with the widow Madden’s.

Honora O’Dwyer of Gortavalla was given a lease on her own life in 1829. She was a widow. Her husband, a tenant of Bourke’s, had been in arrears at the time of his death. Bourke forgave the arrears and put the farm of forty acres in her name, although she had two sons, Patrick and John. When Honora died in 1844 John took over the farm as a tenant at will. He got into difficulty with his rent of £68 7s 8d. per year during the famine and was evicted for non-payment in 1852. He was paid £37 19s 8d. in compensation. The farm remained untenanted for the rest of Bourke’s life. He took it into his own hands and used it for grazing and meadowing. Landlords sometimes did this in order to overcome public hostility towards consolidation. However this was probably not the case in this instance. He had consolidated without difficulty under more difficult conditions than those pertaining in 1852. Dwyer’s farm had been very badly managed, so it was very likely he would have had difficulty re-letting it, or consolidating it, while it was in such a bad state, especially in the bleak economic conditions then prevailing.

There are three instances of leases given by Bourke after the famine. Leases of twenty-one years were offered to John Nicoll in Ballyguy, who took over John Flannery’s thirty acres after he emigrated in 1852, to the Rev. Nunan who had taken John Boland’s twenty-one acres in Moher in 1851, and in 1852 to John Going, whose farm of eighteen acres comprised of the consolidated lands of the Tuoknocknacane cottiers. It may be that the difficult task of finding good tenants after the famine was eased by the offer of a lease. However, the offer of twenty-one year leases and a reduction of rent by one-third, did not help one landlord near Schull find tenants for his 1500 empty acres. Because of the bleakness of the times it was increasingly difficult after 1849 to find solvent tenants for vacant holdings. This situation did not pertain before the famine and, as we have seen, Bourke gave leases then too. All his leases had restrictive clauses prohibiting subletting and subdivision. Clearly he did not take a rigid stance on the issue of tenure, important as it was, but saw it as a matter to be negotiated between him and a prospective tenant.

His tenants at will were mainly, though not exclusively, small holders, such as the five Tuoknocknacane cottiers already mentioned and the Moher cottier-labourers, Denis Ryan, Thomas Ryan, James Ryan, Thomas Ryan, and James Barragry. They worked as farm labourers to other tenant farmers in the townland. Bourke ensured that they were paid their wages at the going rate. He built houses for them and gave them half-acre potato gardens, which they rented from him, not from their employers. His policy was that everybody on his land should be his tenant and rent directly from him. Denis Ryan died in 1842. The other labourers emigrated in 1847. Some of his tenants at will were substantial

51 Estate papers, surveyor’s report, 1882.
52 Rent rolls.
53 Rent rolls.
54 Memorandum to agent, p. 9.
55 Estate accounts.
56 Ibid.
57 Donnelly, The land and the people, p. 54.
58 Rent rolls.
60 Ibid., p. 106.
61 Rent rolls.
62 Memorandum to agent, p. 36; Bourke’s evidence to the Devon commission, HC 1845 xxii, 1, pt. iii (657) p. 725.
farmers. Richard English farmed seventy acres in Moher, and James English had a smaller farm there of 30 acres. Others had medium-sized farms in the townland.63 Michael Ryan held 19 acres 2 roods 26 perches and paid a rent of £18 5s.6d. a year. When he took over the farm he had no stock and no capital, so by 1831 he was in very poor circumstances. Bourke was willing to help him to emigrate and Ryan showed an interest in going to America, but the decision was postponed for a year to see if things would improve.64 They must have: he survived as a farmer despite being in arrears from 1846-52. His son Thady took over the farm then and started to improve it. Bourke paid him £4 in 1852 and £6 in 1853 for drainage work.65 John Ryan was another medium-sized farmer in the area, also holding as a tenant at will. He died in 1842 and his widow took over the farm. She was a very good manager. She paid her rent fully and promptly at every gale even during the famine, one of the few tenants to succeed in that respect. She increased her holding whenever the opportunity arose. When Thomas Lundy, her neighbour, surrendered part of his holding in 1847, because of arrears which he could not pay, she annexed it. The following year he surrendered the rest of his farm and emigrated. Widow Ryan consolidated it with her own thus increasing her farm to forty-two acres. Her rent increased by an amount equivalent to Lundy’s rent.66

Most of the tenants who had yearly tenure held property in Limerick city, in Peter’s Cell and Barrack St. In 1830 Bourke considered making these holdings freehold in order to secure votes for his friend Thomas Spring-Rice,67 but the reform bill of 1832, which disenfranchised the forty-shilling freeholders, put paid to that plan. The Sisters of Mercy later got a lease of 999 years on Barrack Street, from the estate but that was after Sir Richard’s time.

Tenure was not a criterion for granting, or withdrawing privileges. His tenants at will did not suffer disadvantage relative to leaseholders. They were not more subject to eviction or dispossession. Richard English farmed his land undisturbed for more than thirty years as did his neighbour James Hammersley, who was also a tenant at will in Moher.68 John Kearney, a labourer-cottier in Gortavalla, was a tenant at will on the estate for more than seventy years until his family bought their small holding in 1905.69 Tenants at will may not have considered themselves secure when they observed around them the tendency towards consolidation. We simply do not know if there was a gap between their perceptions and reality. On the other hand the Flannery brothers, who were leaseholders of one life, were both dispossessed for non-payment of rents. William was evicted by legal process and John surrendered his holding and emigrated in 1852.70 When vacating holdings, either through the courts or voluntarily, the type of tenure was not a factor in awarding compensation. John Dwyer of Gortavalla, who was a tenant at will, was evicted and was paid £37 19s. 8d. in compensation and John Boland of Moher, another tenant at will who was also evicted, was compensated too.71 The only tenants who were not compensated for vacating were those who had little to surrender and ran away.72 Patrick Geraghty of Peter’s Cell, John Rourke a cottier in Tuoknocknacane, and Zachary Benn of Gortavalla were deemed to have run away. Bourke must have been taken aback by Zachary’s absconding as he had a high regard

63 Rent rolls.
64 Memorandum to agent, p. 21.
65 Estate accounts.
66 Rent rolls.
67 Memorandum to agent, p. 25.
68 Rent rolls.
69 Record of sale in Ullick Bourke’s Estate Papers, 1 November 1905.
70 Ibid.
71 Ibid.
72 Rent rolls.
for him.\textsuperscript{73} Zachary worked for him as an overseer of many jobs, his main one being in charge of the letting of turf banks in Gortavalla. When Bourke arranged the lease with Honora Dwyer in 1829 he arranged with her that he would retain one acre. He built a cottage, costing £7 9s. on that acre, for Zachary and paid him 7s. per week.\textsuperscript{74} He was allowed to graze a cow on the common and was supplied with a cart and mule. Zachary was given discretion to employ labourers, at Bourke’s expense, in times of distress for drainage and reclamation work. He was able to afford to employ a servant boy and to rent thirty acres in Raheen in 1844. However before he could get established as a farmer the famine struck. He got into arrears with his rent and he also owed money to Bourke on the turf account. He emigrated to America in 1848. His arrears were deemed irrecoverable.\textsuperscript{75}

While tenure did not affect the payment of compensation, the amount of compensation was influenced by whether or not the land was vacated without legal costs.\textsuperscript{76} According to Donnelly, tenants who surrendered quietly received various forms of compensation. Their arrears were cancelled, they were allowed to carry away the timber and thatch of their cabins, they were made a present of their remaining crops and stock, and were given small sums of money, usually a few pounds, not enough to pay a passage on a ship.\textsuperscript{77} Bourke was more generous than that. John Boland a tenant at will in Moher, who held 22 acres 2 roods 6 perches and paid £43 16s. 2d. a year in rent, was in arrears to the tune of two year’s rent in 1850. He was evicted by legal process and received £10 11s. compensation.\textsuperscript{78} John Flannery farmed thirty acres in Ballyguy, paying a rent of £76 14s a year. He was in arrears for ten years in 1852 when he owed £134 18s. 2d. He had been under notice to quit earlier but it was deferred as it was known to Bourke that the Flannery sons were anxious to emigrate.\textsuperscript{79} They were waiting for their father to agree. The family surrendered their holding and emigrated to America in 1852. They were paid £30 compensation for disturbance and £19 11s. 3d. for the hay and manure.\textsuperscript{80} Flannery fared better than Boland probably because he saved Bourke the legal costs of eviction.

Once landlords were or became masters of their estates they opposed subletting and subdivision. When Bourke got his lands into his hands he was determined that there should be no tenants between him and the occupier of the land. It was not easy for him or his agent to ensure compliance with this regulation as his estate was scattered widely. We know of only one breach of contract, Boland’s, and that nearly led to his eviction. Bourke also considered it important that tenants should reside on their holdings as he felt that an absentee tenant was more likely to sublet.\textsuperscript{81} When they did not reside he tried to induce them to do so, and failing that he restricted their use of the land to pasture except for four acres of tillage.\textsuperscript{82} Daniel Hourigan of Laccanascarry, whose family were tenants on the Bourke estate from mid-eighteenth century, had a farm of 54 acres.\textsuperscript{83} Under the terms of his lease, Daniel was only allowed four acres of tillage, unless he was willing to reside on the land. There was no house on the farm so Bourke built him a large slated house. Bourke paid for the materials and Hourigan supplied the labour. On the adjoining farm John Dwyer had a lease on forty-one acres. There was a house on it but

\textsuperscript{73} Memorandum to agent, p. 14.
\textsuperscript{74} Ibid., p. 12.
\textsuperscript{75} Estate accounts.
\textsuperscript{76} Bourke to Richard jnr., 5 August 1847, Bourke correspondence.
\textsuperscript{77} Donnelly, \textit{The land and the people}, p.117.
\textsuperscript{78} Estate accounts.
\textsuperscript{79} Bourke to Richard jnr., 26 January 1850, Bourke correspondence.
\textsuperscript{80} Estate accounts.
\textsuperscript{81} Memorandum to agent, p. 38.
\textsuperscript{82} Ibid., p. 3.
\textsuperscript{83} Ibid., p. 6.
Dwyer's dairy man, not he, lived in it. Bourke was not entirely happy about this and offered to build another house for Dwyer or Dwyer's son, but Dwyer was not interested in this arrangement. Bourke believed that Dwyer was an honest man and accepted that the dairy man was not a sub-tenant. However tillage was limited to four acres. Since Dwyer was a dairy farmer it probably did not affect him. His family bought their farm in 1886 which had by then increased to 157 acres. Bourke's estate had very few dairy farmers. The economic conditions from the end of the Napoleonic wars to the mid-1850s favoured a change from tillage to pasture. The price of grain rose during the French war, slumped after 1815, and remained depressed until the Crimean war boosted it again for a few years. As one witness to the Devon commission said "it would be better for the Irish farmer if Bonaparte had never lived and never died". The change to pasture was slow. Pasture farming required more land and capital, and the pressure of population kept both scarce. Crotty claims that the population position made such a change not merely difficult but impossible. Limerick in 1847 was one of the densest areas of wheat in the country.

Bourke's forty years as landlord was a period of agricultural depression. He did not adjust rents to falling prices though he gave abatements from time to time. Such abatements were at his discretion and not everybody got them. Those who did had to convince him that their hardship was genuine, that they were industrious in trying to deal with their problems and were normally good tenants. When abatements were to be suspended, notice was given one gale ahead.

Rent rolls on his estate for all his tenants, regardless of their type of tenure were, to all intents and purposes, fixed, for they did not increase throughout the period for which we have records, a period of about thirty years. Even when leases fell in and new ones issued, as in the case of Honora Dwyer, or when new tenants occupied vacated holdings, as did Nicoll, Going, and Nunan, the rents were not increased. Or again when consolidation took place, as in Nicholas Madden's case, his increase in rent was no more than the rent of the additional land.

When holdings were vacated they were sometimes consolidated, sometimes not, and occasionally holdings were left untenanted. What happened seemed to depend on the size of the holdings. When the Tuoknocknacane cottiers emigrated or otherwise vacated, their holdings were combined and rented as one farm to a new tenant, John Going. When John Boland emigrated in 1851 his land was not consolidated but re-let, again to a new tenant, Rev. Nunan. And when the Moher cottiers emigrated their lands were consolidated with the neighbouring lands of Richard English. Sometimes holdings of substantial size were left untenanted for years, for example, Duhy's seventy-acre farm and John Dwyer's of Gortavalla. New tenancies or untenanted holdings were post-famine phenomena. In pre-famine times we would have to go back to 1830 to find a new tenant when Philip Madden took over fifty-four acres from Humphrey's sixty-three acre farm. From then until the famine, his tenants were the same, except when death changed the name to that of the son or widow.

81 Memorandum to agent, p. 3.
84 Quoted in Foster, Modern Ireland, p. 318.
85 Ibid., p. 135.
89 Bourke to Richard Jnr. 3 January 1849, Bourke correspondence.
90 Rent rolls.
91 Rent rolls.
92 Rent rolls.
93 Rent rolls.
94 Rent rolls.
95 Rent rolls.
The famine brought that stability to an end. Seventeen tenants emigrated, all to America. All of them without exception were seriously in arrears with their rents when they vacated their property. Nobody who left was solvent. This is in marked contrast to what happened on other estates. In Kilcooish in Co. Galway forty-two families, all solvent and comfortable, were ejected. The returns for evictions in the three years 1846-8 show that over half of those evicted were solvent. In other words clearances was the motive behind most evictions. On the Bourke estate three tenants, Boland, Dwyer and Flannery were evicted by legal process. A few such as Hegarty, and Benn ran away. They probably figured that their debts were greater than any compensation or inducements they were likely to get. The others were given financial assistance to emigrate, compensation for surrendering, and remission of their arrears.

The emigrants were not just from the cottier-labouring classes and this was not untypical. Duhy, Dwyer, Flannery and Boland were substantial farmers. Their arrears in any one year formed the main burden of debt on the estate. The combined arrears of the cottiers were not a serious burden, as there were so few of them. The £4 poor rate clause which made landlords responsible for paying the poor rate for tenants with valuations less than £4 was not as serious a matter for Bourke as it was for landlords whose estates comprised mainly that class. The Marquis of Sligo for example, described himself as being “under the necessity of ejecting or being ejected”. Inducements to emigrate seemed a more humane alternative to dispossession. In all about 40,000 received financial assistance from the combined efforts of the government and landlords.

The issue of emigration whether forced, induced, or voluntary is a vexed one among historians. Some, like Donnelly, claim that assisted emigration was no more than self-interest dressed up as philanthropy. Sir John Benn Walsh boasted that he rid his Kerry estate of paupers and bad tenants by paying each family a couple of pounds to go away. An agent giving evidence to a house of lords committee claimed that for as little as £3 to £5 per family he cleared his estate in Kilglass Co. Roscommon of 150 families without recourse to the law or sheriff. In the particular case of the Bourke estate the high proportion of his tenants who vacated, 37 per cent, could, if taken at face value, be interpreted as opportunistic clearances. A study of his estate confined to the immediate post-famine years might reasonably justify such a conclusion. But it would be a gross misrepresentation of the man, which a fuller study of his estate reveals. He had many opportunities in the past to get rid of small holders and unreliable tenants, as in the case the Tuoknockanacottiers, Humphreys in the 1830s, and Lundy in 1844, but he did not avail of it. Instead he made provision for them, as we have seen, at some expense to himself, to help them through difficult times. It was not in his interest, immediate or long term, or in accordance with his policy, to make two small holdings out of Lundy’s and Humphrey’s farms. The two tenants concerned were the only beneficiaries from that arrangement. In the case of the cottiers it is true that he wanted for a long time to rid his estate of them but he waited until the benefit to him was matched by the advantages to them. Some of them such as Barragry of Moher, O’Halloran and Fitzpatrick of Raheen, took the initiative, approached Bourke and asked him to take their property off their hands, as they wanted to emigrate. Fitzpatrick claims that emigration was a calculated pursuit

96 Ibid.
97 Ibid.
98 Vaughan, Landlords and tenants, p. 20.
99 Ibid., p. 23.
100 Donnelly, The land and the people, p. 125.
101 Estate accounts.
105 Ibid., p. 157.
106 Meall’s report to Richard Bourke jnr., April 1847, (N.I.L., Bk. Ps., MS 8474 (4)).
of economic betterment on the part of the emigrants. Those most intimately involved in the decision to leave, to face the unknown without hope of return, took a degree of courage that few human beings could muster unless there was an element of escape and refuge implicit in the decision. The horror of the famine and a rational realisation of their economic predicament provided the one, and America or elsewhere provided the other. It is impossible to say with certainty which element predominated.

The famine reduced the number of Bourke’s tenants to thirty-three. Many of them had been in arrears during the famine. Some recovered very quickly, cleared their arrears and even started to pay in advance by 1847. By 1852 the estate was virtually clear of arrears. It was not just the big farmers who recovered quickly. The resilience of the remaining small-holders was striking. The tenants recovered more quickly than the landlord. His annual rents were 30% less in 1852 than in 1845 because he had some quite large holdings untenanted. He did not live to see his estate recover fully.

There were many aspects of his estate that made it, if not exceptional, untypical. One of the most striking features of it was the relative wealth and comfort of the vast majority of his tenants. In the country as a whole 44.9 per cent of Irish land in 1831 was in farms of one to five acres. By the famine, the number of small-holders and cottiers outnumbered farmers 5:2. In 1831 the proportion of Bourke’s land in farms of one to five acres was less than 2 per cent. By famine time the proportion of small-holders to farmers was 1:4. The labourers on his estate were very few. They were not landless and they were well housed. After the famine the estate was virtually clear of cottiers and small-holders. So low was that, in 1845, 64 per cent of holdings in the country were under fifteen acres, and by 1851 that had declined to 49 per cent. It is evident that the social and economic composition of Bourke’s estate was markedly at variance with the society of which it was a part in pre and post famine times.

Bourke was a landlord for forty years. In that role he was not simply a collector of rents. He knew his tenants well, not just from his rent rolls, which would have given him some important information about them. He knew their circumstances, their characters, their strengths and failings, and he formed opinions about their likelihood of becoming good farmers. His judgements on that score were sometimes wrong. Michael Ryan survived and prospered, when Bourke thought he would not, and John Dwyer, whom he held in high regard, had to be evicted eventually. His judgement of women seems to have been more reliable. He gave leases to widows who turned out to be among his most successful farmers. Many estates would not countenance having a woman in charge. He, on the other hand, had great confidence and respect for widows and was very supportive and considerate towards them. The mother of the Flannery brothers lived in her own cottage on the farm. Before going to Australia in 1831 he left instructions to his agent that should Flannery’s lease expire before she died she was not to be disturbed. The widow Dwyer, to whom he granted a lease on her own life, lived for years with her son, Patrick. Bourke had little respect for him, because he was unkind to his mother, and indolent. He instructed his agent that should Patrick bring the farm into debt he was to be evicted and an annuity of £20 set up for his mother for the remainder of her life. As we have seen that did not happen. Bourke invested more in the widow Madden’s farm than in any other. It was surveyed when she died and reported as being well managed and in good condition.

108 Rent rolls.
109 Estate accounts.
111 *Solic*, *The land question*, p. 93.
112 Memorandum to agent, pp 2-40.
113 Vaughan, *Landlords and tenants*, p. 91.
114 Memorandum to agent, p. 5.
115 Ibid., p. 9.
He spent his life as a landlord trying to get his estate structured and organised the way he wanted it. That way was in accordance with Whig economic thinking. He saw sub-letting as the root cause of the pauperisation of the people. He did not allow it on that part of his estate that was in his own hands. By not doing so, the problem did not go away, it just reappeared in another estate down the road or elsewhere. In the absence of alternative sources of employment other than land, or a coherent government policy on subsidisation of emigration and reclamation of waste, the rationalisation of agriculture on one estate made life better for those lucky enough to be part of it. For others who were not, it is arguable that it made it more difficult for them. In the parish of Kilconnagarrif, where Bourke had his demesne, most of the land was of grade 1 quality as classified by the tithe commissioners. Two thirds of the land was in farms of over five acres. The other third had to support the bulk of the population. That population suffered more severely during the famine than most other parishes in the county.

Bourke’s tenants, for the thirty years for which his estate papers give direct evidence, suffered no increase in rents. It is more difficult to ascertain if his rents were fair. He certainly thought so. He never let lands to the highest bidder and thought landlords who did so unwise. The only independent valuation was that of Griffith, and in only a minority of cases is direct comparison between Griffith’s valuation and Bourke’s rent rolls possible. These show some cases where Bourke’s rents were higher and others where they were lower. Most of the tenants had leases; those who had not were not treated differently. The right of tenants to compensation for disturbance, payment for their crops and for good will when evicted, was recognised. As early as 1830 when Philip Madden took land that Humphreys was surrendering, he paid him £60 to secure the interest. As we have seen, in the aftermath of the famine all tenants, except those who ran away, were compensated for their disturbance and for their crops. Bourke recognised, as many landlords did not, that his title to the land did not give him exclusive rights to its use and disposal. He perceived the ambivalence associated with land ownership and allowed this to temper his relationship with his tenants.

The picture of the rapacious, rack-renting landlord depicted by historians like Pomfret and K. H. Connell has been the popular one. Pomfret’s views are an example of this school. Dealing with the landlords in the period 1800-50, he wrote that they were: able to capitalise on the desire of the peasant to obtain land at any price and as a result a rent was extorted that was out of proportion to the yield. The landlords as a class were alien and absentee and had little interest in the welfare of the peasants or in an improvement of their property.

In a similar vein Connell claimed that

After the famine, as before, the central force in the Irish economy was the drive for rent and so insistently was it applied that profit as a spur to the tenant farmer was rubbed away almost to unreality.
This older orthodoxy has been challenged by scholars such as Donnelly, Solow and Vaughan whose researches have cast a more benign light on Irish landlords. Vaughan's conclusions were based on a study of the estate papers of fifty landlords in different parts of the country while Donnelly focussed on landlords in county Cork throughout the nineteenth century. Both Vaughan and Solow deal with the post-famine era and indeed Donnelly's main emphasis is also on this period. Their work proves that the former generalisations and blanket condemnations cannot be sustained without significant modification. This study of Bourke actions as a landlord supports their revision and shows that it also should be applied to the pre-famine period.