Selling the Devon Estate 1907-10

LEONARD HOWARD

The protracted attempts to transfer ownership of the Devon Estate in West Limerick from the Earl of Devon to his tenants is outlined and analysed. After an initial offer to sell in 1883 was rejected, sales of English property removed any need to dispose of the Irish lands. Eventually in 1908, following pressure, especially from smaller tenants in the mountain areas, a deal under the Wyndham Act led to the sale of the farm lands. The town of Newcastle West was sold in 1910 and the demesne and tolls in the 1930s.1

The extensive lands of the Devon estate, extending over 14 miles from the parishes of Feenagh to Abbeyfeale in West Limerick,2 originally acquired by Sir William Courtenay, ancestor of the earls of Devon, in the Munster plantation of the late sixteenth century,3 had by the 1870s shrunk to 33,026 statute acres.4 Although the largest estate in the county, it had a relatively low valuation of £14,525 since it was divided fairly equally between good grasslands and less fertile mountain or reclaimed lands. Its tenants, numbering close to a thousand, many of whom enjoyed long leases, were to be found in nine Limerick parishes.5

Powderham Castle near Exeter was the seat of the earl of Devon. Although less than two-thirds the size of the Irish holding, his 20,049 acre English property had a valuation of £30,995 and accounted for most of the annual income of the estate.6 While the English rather than the Irish section was naturally the main concern of the earls their primary attention could switch from England to Ireland and vice versa depending on circumstances. During 1883-4 and again in 1907-10 the concentration was on Ireland; in the intervening years, while Ireland was not ignored, the focus was on the home estate. Both divisions of the estate had their own importance and the history of each must always include an analysis of the contemporary contribution made by the other if the account is to be complete and balanced. Any of the various attempts to sell the Limerick lands should therefore be viewed not as something complete and independent in itself but rather as an integral part of an overall estate-management strategy.

1 I would like to acknowledge the kind encouragement and helpful suggestions of Professor L. Perry Curtis, Jr., Brown University, Rhode Island.

2 The Limerick Reporter and Tipperary Vindicator (hereafter Limerick Reporter), 4 December 1883.


5 ‘The Receiving Rental of the Devon Estate for the half year ending 25 March 1882’ (hereafter called Rental Devon Estate 1882) DRO D1508M/F/Rentals/Irish/5/3 - copy in Limerick City Archives, DM 20.1- lists 989 tenants. In 1887 Lord Devon stated that at that time he had 947 tenants, of whom 603 held leases, DRO D1508M/T/1/1/6/4. The parishes were Ardagh, Carrickerry, Castlemahon, Killeedy, Knockaderry, Monagery, Newcastle West, Templeglantine and Tournafulla. For a list of the townlands see Leonard Howard, ‘The Attempt to sell the Devon Estate in 1883’ in North Munster Antiquarian Journal, vol. 5 (2011) pp 131-45:131 note 4.

6 Hassey de Burgh, Landowners of Ireland, p. 126. Bateman, Landowners of Great Britain and Ireland, p. 129. Bateman ranks Devon's estate third in size of the 50 landowners in that county.
All the estate records held in Ireland were lost when the Castle in Newcastle West was burned in 1922 during the Civil War. Some relevant records, including a number of annual rental ledgers and a large variety of deeds and other legal documents, have survived and are now in the Devon Record Office in Exeter.7

On his accession in 1859 William Reginald Courtenay, the 11th earl of Devon, inherited a seriously encumbered estate. His problems were increased by the gambling extravagances and irresponsible behaviour of his only surviving son, Edward Baldwin, who went bankrupt on no fewer than three occasions. In 1871 Edward Baldwin owed the astronomical sum of £823,688, eighteen-times the annual estate rental. £567,000 of this debt was secured by mortgages on all the Devon estates and on his expectant life-interest therein.8

By the end of the 1870s, although William Reginald had managed to reduce these obligations, the estate was still in serious debt. Some contemporary English landowners had diversified their assets by selling land and investing the proceeds in other commercial activities.9 Keeping all options open Devon commenced preparations to secure the passing of a Private Act of Parliament designed to facilitate the sale of his encumbered lands. If in the future he were to decide to sell, his Irish property, being the most peripheral and containing some of the least profitable holdings, would be the obvious choice. Gladstone’s Land Law (Ireland) Act of 1881,10 empowering the Land Commissioners to advance three-quarters of the purchase money to tenants, followed by the Settled Lands Act of 1882,11 underlined the attractiveness of selling in Ireland. The contemporary climate seemed very favourable; some local Limerick farmers at this time were paying large sums to other tenants merely for that tenant’s interest rather than the fee simple.12 In November 1883 Devon became the first landlord to make an offer to his tenants under the 1881 Act. However political considerations militated against him. The lack of enthusiasm displayed by Davitt and Parnell towards the offer and the ability of leaders of the local National League to sway initially favourable local opinion ultimately led the tenants to reject his generous proposal.13

This failure was a serious setback to Devon’s scheme to ameliorate his estate’s dire financial situation by liquidating assets. Nevertheless preparations for future disposals continued. The Private Act of Parliament arranged to facilitate the sale of his encumbered lands was passed and received the Royal Assent on 14 August 1884.14 The Act included particulars of the estate’s debts and laid down that the consent of two of the major creditors, the Guardian Fire and Life Assurance Company and the Legal and General Life Assurance Society, would be required for any sale or exchange of debts. Sections 10 and 11 provided that all the proceeds of sales of estates in England and at least three-quarters

7 Reference numbers D1508M and L1508M.
8 Irish Times, 5 May 1871; Manchester Times, 5 August 1871.
10 Land Law (Ireland) Act, 44 & 45 Vict, c.49 (22 Aug. 1881).
11 45 & 46 Vict, c.38.
12 DRO D1508M-1/T/1/6/4, In January 1884 one buyer paid nearly 27 years’ purchase. Munster News, 19 January 1884; Irish Times, 22 January 1884. (One year’s purchase – one year’s rent, 9½% was the average paid in 14 sales of tenant-right in Co. Limerick 1881-6, Landowners’ and Encumbrancers’ Association, Returns of Sales of Tenant-Right (3rd ed., Dublin, 1886) p. 9.
13 This offer is discussed in detail in Howard, ‘The Attempt to sell the Devon Estate in 1883’.
14 47 and 48 Vict. 1884 Ch. 6. A copy of the Act is in DRO D1508M-1/EL/1/10. Devon stated some years later that the Act had been designed primarily to facilitate the sale of his Irish estates and had cost him £1,000, DRO D1508M-4/1/T/1/6/4.
of the money arising from sales of lands in Ireland would be paid into the Chancery Division of the High Court of Justice in England and used to pay off encumbrances. These requirements greatly limited Devon’s future financial and commercial freedom since any sales initiative undertaken by him would be subject to the consent of the Insurance Companies Trustees.

Devon and the estate trustees engaged a solicitor, George Fottrell,\(^{15}\) on three occasions (in 1886, 1889 and 1892) to invite the Irish tenants to purchase. Although on each occasion the terms offered were progressively improved, the tenants declined to buy,\(^{16}\) preferring to continue to rent from a benevolent landlord, deal with his understanding agent and anticipate an even better offer in the future. As a group they were prepared to purchase only at bargain basement prices.\(^{17}\) They were also the only potential buyers. British insurance companies were not in the market for Irish property. The downward trend in land prices nationally, coupled with the widespread agrarian unrest and the ongoing general agricultural depression had convinced them that Irish estates were unreliable securities for loans. Private or commercial investors had similar fears and few of these were prepared to pay reasonable sums for estates in Ireland.

The death of the 11th Earl, on 14 November 1888 in his 82nd year, had immediate financial consequences for the estate and its trustees. On the plus side he had taken out a considerable number of life insurance policies and some of the proceeds went to reduce the estate’s obligations.\(^{18}\) On the other hand various debt agreements had specified that their repayment would be due on or shortly after his death. In addition the new earl, Edward Baldwin Courtenay, had also committed to redeeming some loans at his accession. The government soon weighed in with its own death duties bill of £22,514, a sum equivalent to almost the entire net rental for the estate in Devon in that year.\(^{19}\) Funds therefore were urgently required.

Faced with this emergency the new earl and the trustees quickly set about selling off considerable slices of the home estate. Mr W.H. Smith, of newsagency fame, paid them £103,000 for the Moretonhampstead Estate while the Governors of Queen Anne’s

\(^{15}\) A leading expert on Irish land law, Fottrell was a member of the Irish Home Rule League and sometimes acted as solicitor for Pearson. Appointed as solicitor to the Irish Land Commission in 1881 he resigned within six months because of the disquiet of parliament after the publication of his pamphlet, *How to become the owner of your farm*, which it was alleged was biased in favour of tenants, *The Nation*, 18 February 1882; *The Pall Mall Gazette*, 22 September 1886; *Freeman’s Journal*, 30 September 1886. Fottrell had been commended for his speed and expertise in supervising the first land sale under the Ashbourne Act in Cookstown, Co. Tyrone. *The Times*, 11 November 1883. Presumably Devon felt that using a Nationalist solicitor known to be favourably disposed towards tenants would encourage them to purchase.


\(^{17}\) They were not alone in bargain-hunting. In neighbouring Co. Kerry when Viscount Castlesosse offered to sell his estate to his occupying tenants at 20 years’ purchase of their current rents while remitting existing arrears he found that they would only offer 15. James S. Donnelly Jr, *The Kenmare estates during the nineteenth century Part II* in *Journal of the Kerry Archaeological and Historical Society*, no. 23 (1950) p. 44. In 1889 there were also numerous examples in Co. Cork of tenants turning down offers to purchase at what seemed to be reasonable prices, James S. Donnelly Jr, *The Lord and the People of Nineteenth Century Cork: The Rural Economy and the Land Question* (London and Boston. 1975) pp 370-2. Nationalist leaders supported this development, maintaining that landowners had highly inflated ideas of the true value of their lands, and encouraged tenants to make offers that in turn were viewed by landlords as totally unrealistic.

\(^{18}\) See his obituaries in *Belfast News Letter*, 19 November 1888 & *Leeds Mercury*, 19 November 1888. His executors were the named beneficiaries in his will - he left just £2598- and he expressed a hope that they would allow any surplus to the benefit of his son and successor, Edward, DRO D1508M/F/W/43.

Bounty purchased part of the Newton Abbot Estate, mainly houses and ground rents, for £40,085.\textsuperscript{20} By August 1890 another £50,000 or so had been raised from the sale of 84 other properties.\textsuperscript{21}

Ireland was not ignored during all this frantic activity in Devon. A few sales to individual tenants took place over the next few years.\textsuperscript{22} On 15 November 1892 Joseph P. Furlong paid £2,736 (19 years' purchase) for 156 statute acres at Cloniskrinbane and Killeline. Less than a year later Mr. H. Sheehy acquired 140 acres at Churchton for £2,350 (16.32 years' purchase). The price that the earl and the trustees would accept remained around this level. Seven other sales were recorded in 1894, six of these at a little over 16 years' purchase. The total raised in these nine sales amounted to £8693.\textsuperscript{23}

After the passing of the 1896 Land Act, Devon’s agent, Captain Richbell Curling, put up the townfields for sale by tender but no satisfactory offer was received.\textsuperscript{24}

The on-going agricultural depression in England and Ireland had led to lower rents in both countries. Costs remained high and for many landlords renting out land had become less and less profitable. English landlords were finding that investments in stocks and shares and in non-agricultural ventures were proving to be more remunerative, more tax-efficient and less costly to maintain than their landed estates. Devon and the trustees, utilising their estates as security, quickly took out a large number of new loans. The sums involved were so large that when the earl died in 1891 the total mortgage and loan repayment costs in interest and principal, along with the usual outgoings allowed against the estate’s gross value, exceeded the total net income of the landed estate with the result that no death duty was liable on that section of the estate. The wisdom and purpose of their strategy became clear when the estate’s financial investments yielded £47,198 in 1891, £10,000 more than the landed estate. The death duty on these investments was only £5,419, less than a quarter of what had been paid three years earlier.\textsuperscript{25}

The new earl, Reverend Henry Hugh Courtenay, and the trustees continued to sell peripheral and less profitable properties in Devon. By 1895 that estate had shrunk from 15,733 acres in 1890 to 6,489 acres in 1895 and a total of £273,160 had been raised.\textsuperscript{26} These activities had important implications for the Limerick lands since the large sums raised relieved any undue immediate pressure on Devon’s debt repayments and removed any urgent need to dispose of the Irish property.

The Wyndham Land Act of 1903\textsuperscript{27} was to form the basis for the ultimate sale of the Devon Estate in Co. Limerick. Under this Act landlords who agreed to sell all of their estate in one transaction would receive a bonus of 12% of the purchase price from the government. The terms of the Act required landlord and tenants to agree on a purchase price. In the case of tenancies in which judicial rents had already been fixed in the land courts under the fair rents provisions of the 1881 Act (‘first-term rents’), the agreed price

\textsuperscript{20} 1508M/Devon Add./E/12/1. The Newton Abbot property had been put up for auction on 7 August 1890.
\textsuperscript{21} DRO 1508M/Surveys'V/27.
\textsuperscript{22} Few sales by landlords took place throughout Co. Limerick between 1885 and 1902. Jonathan Cherry, ‘Landlords, estates, demesnes and mansion houses in County Limerick c.1870-c.1920’ in Liam Irwin and Gearóid O Tuamaigh (eds), Limerick Society and History (Dublin, 2009) p. 539.
\textsuperscript{23} DRO 1508M/Surveys'V/27. 17.3 years’ purchase was the average price paid nationally between 1886 and 1902, Terence Dooley, Sources for the history of landed estates in Ireland (Dublin, 2000) p. 12.
\textsuperscript{24} Patrick J. O’Connor, Exploring Limerick’s Past: an historical Geography of urban development (Croomarow, Co. Limerick, 1987) p. 178. He quotes as source Minutes and recommendations relating to the Devon estate in Ireland, July 1895-August 1898, p. 65.
\textsuperscript{25} Jackson, ‘Powderham Castle Estate’, p. 204.
\textsuperscript{26} DRO 1508M/Devon/Estate/E16 Surveys, 4. Jackson, ‘Powderham Castle Estate’, p. 205.
\textsuperscript{27} 3 Edward VII, c.37.
was to be between 18½ years and 24½ years purchase. When rents had been fixed in or after 1896 (‘second-term rents’), the prices to be paid would range from 21½ to 27½ years’ purchase. In the case of non-judicial rents, the agreed purchase price was to be subject to the approval of the Estates Commissioners, the body set up to administer the Act. The government would advance the purchase money to the tenants who in turn would repay it by annuities at a rate of 3¼% over 68½ years. When the deal had been done and the appropriate documentation lodged, the Estate Commissioners would advance the cash to the landlord and vest the holdings in the tenant-purchasers as legal owners subject to the payment of the purchase annuities.²⁸

Some nationalist politicians complained bitterly not only about the financial clauses in the Act but also about landlords seeking unjustifiably high purchase prices in addition to their bonus. Soon after the implementation of the Act, Limerick County Council was one of a number of bodies that had become alarmed at the prices being paid to landlords.²⁹ It suggested that exorbitant prices were being sought, that amendments to the Act were necessary and that County Councils should be given the power of reviewing purchase terms before the Estate Commissioners finally sanctioned them.³⁰ An editorial in the Munster News supported this proposal and advised tenants considering purchasing to hasten slowly.³¹ However tenants on many estates throughout Ireland regarded the Act as a considerable improvement on previous proposals and, since their annuity payments were likely to be considerably lower than their rents, they promptly initiated negotiations.

On the Devon Estate, however, there was no immediate move to avail of the provisions of the Wyndham Act. The clergymen-earl had reached the ripe old age of 92 and was unlikely to initiate proceedings. On his death in January 1904, he was succeeded by his eldest grandson, Charles Pepys Courtenay, who became 14th Earl of Devon at the age of 33.³² A few months after his accession the new earl paid a surprise visit to Newcastle West to view his Irish holdings and consult with his agent, Captain Curling. The Town Commissioners presented him with a hastily composed address of welcome noting ‘the kindliest relations’ that had always existed between the Devon family and the town. Neither the address of the Town Commissioners nor Devon’s reply mentioned or alluded to the elephant in the room, the matter surely of most concern to both parties at the time, their attitudes towards a potential sale and purchase of the estate.³³

It was left to a group of mountain tenants to take the initiative. Some Monegag farmers had met informally on a few occasions after the passing of the Wyndham Act to consider their position and early in 1905 they decided to call a general meeting in Newcastle West.³⁴ After this meeting a deputation led by Fr Clifford, P.P., Monegag, Fr John

²⁹ The Munster News, 29 April 1905 reported that in 1904 the average number of years’ purchase received by landlords was 23½ while under previous Acts it had been 17½. The average price paid under the 1885 Act was 17 years’ and 17½ under the 1891 Act, W.J. Johnson, ‘The Land Purchase Problem’ in Journal of the Statistical and Social Inquiry Society of Ireland, vol. xi, part xxxvi (December 1896) p. 403. Most landlords were retaining their houses and demesnes. One of the first sales under the Act, the extensive Leinster estate (45,000 acres) in Co. Kildare, had achieved the very high price of 25 years’ purchase and the precedent thus set was condemned on many sides, Patrick J. Cosgrove, ‘The sale of the Leinster estate under the Wyndham Land Act, 1903’ in Journal of the County Kildare Archaeological Society, vol. xx, part 1 (2008-09) pp 9-20.
³⁰ Munster News, 28 May 1904.
³¹ Ibid., 1 June 1904.
³² The Rev. Henry Hugh’s only son, Henry Reginald, had died in 1898.
³⁴ Letter from Fr John Reeves in Munster News, 9 November 1907.
Reeves, P.P., Tournafulla and Fr O'Donnell, P.P., Killeedy met the Estate agent, Captain Curling, to enquire if the trustees were willing to sell and at what price. They soon received a courteous reply from Curling:

Lord Devon would naturally desire to retain the property which has been in the possession of his family so long, and he, personally, has no desire to sell. His Lordship, however, feels that he ought not to stand in the way of his tenants obtaining the benefits which the (Wyndham) Act intended them to have, and in due course becoming the owners of their own farms. If, therefore, the tenants as a whole are anxious to purchase Lord Devon will be willing to entertain the proposition of a sale.

Nothing further happened at that time. Meanwhile farmers in a number of other Co. Limerick estates had bought or were negotiating the purchase of their holdings and early in 1907 Fr Reeves chaired a tenants’ meeting to discuss their position vis a vis Devon and the Wyndham Act. This meeting suggested that they should consider sounding out Devon once again on his attitude to a possible sale. Leading men in the various estate parishes were then asked to send delegates to a meeting in Tournafulla on 31 March 1907.

News of these developments caused serious unease in some quarters. In February an anonymous letter in the Munster News referred patronisingly to the decision to consult Devon, cast cold water on any proposal to purchase and advised all concerned to ‘move with care and caution’. The Newcastle West town tenants who rented houses rather than land were also very uneasy. If an estate sale under the Act was to take place they aimed at being included although it was unlikely that the Act covered their situation and decided to attempt to use the mountain tenants as a bargaining counter. Accordingly they met and passed a resolution that no tenants anywhere on the estate should purchase their holdings unless the town tenants were also included in the sale. The mountain tenants, however, pressed ahead and delegates from seven of the nine parishes (but not Newcastle West or Ardfog) met and decided to ask Devon to quote a price. Devon quickly replied to the effect that he would be happy to sell and would give consideration to the price. Full attention could now be paid to the disposal of the Irish lands since the great sale of property in Devon had come to an end, the English rentals were increasing, and the estate’s asset base had been enlarged and diversified.

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35 Not to be confused with his cousin, another Fr John Reeves, who was a curate in Newcaste West from 1896 to 1913. Born in 1856, he was parish priest of Tournafulla from 7 October 1901 to 27 November 1918 and died in 1936. Matthew Tobin, 'Priests of the Diocese of Limerick 1878-1917' in North Munster Antiquarian Journal, vol. 38 (1997) pp 123, 140.

36 He had succeeded his father, Charles, in 1895 as agent for Devon and the estate trustees. He was a second lieutenant in the 5th Battalion Royal Munster Fusiliers, Munster News, 28 November 1891.

37 Limerick Chronicle, 16 February 1905; Munster News, 18 February 1905.

38 Quoted by Fr Reeves in a letter printed in the Munster News, 30 October 1907.


40 Munster News, 2 March 1907.

41 Munster News, 16 March 1907.

42 20 February 1907, He was presumably a tenant, the anonym he used for this and his later letters to the paper.

43 Munster News, 23 March 1907. Although accounting for less than a tenth of the rental, numerically town tenants made up over one third of the estate.

44 Munster News, 27 March 1907 and 10 April 1907.

45 Munster News, 27 April 1907; Limerick Leader, 21 April 1907.

46 Jackson, 'Powderham Castle Estate', p. 206.
A few weeks later Devon came back with an offer and a meeting to consider the terms proposed was fixed for Tournafulla. About 500 tenants arrived but once again no Newcastle West delegation attended. Devon’s offer proved to be broadly acceptable but, being tough and effective negotiators, the tenants passed a resolution asking Devon to increase the abatements offered by 5%. In return they pledged themselves to accept his proposal if this reduction was granted. The revised abatement terms requested by the tenants would amount to 42½% or 8s. 6d. in the pound for non-judicial tenants, 3½% or 7½ in the pound for first-term tenants and 27½% or 5s. 6d. in the pound for second-term tenants. Devon agreed to reconsider his price but could not promise a reduction. He was however prepared to accept a lower rate of interest (3½%) on the purchase money to be paid by the tenant pending the completion of the sale.

During this bargaining period an increase in rent arrears and a corresponding drop in total estate receipts assumed alarming proportions as the following table indicates.

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<th>Townlands</th>
<th>Rent due</th>
<th>Receipts</th>
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<tbody>
<tr>
<td>25/3/1906</td>
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<tr>
<td>29/9/1906</td>
<td>£11,291</td>
<td>£5,910</td>
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<td>25/3/1907</td>
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</tr>
<tr>
<td>29/9/1906</td>
<td>£780</td>
<td>£348</td>
</tr>
<tr>
<td>25/3/1907</td>
<td>£900</td>
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<tr>
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<td></td>
</tr>
<tr>
<td>29/9/1906</td>
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<th>Total for the Estate</th>
<th>Rent due</th>
<th>Receipts</th>
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<tbody>
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</tr>
<tr>
<td>29/9/1906</td>
<td>£12,830</td>
<td>£6,750</td>
</tr>
<tr>
<td>25/3/1907</td>
<td>£14,814</td>
<td>£6,750</td>
</tr>
</tbody>
</table>

Many tenants were paying very little if any rent for a variety of reasons ranging from genuinely poor economic circumstances to coolly deciding to withhold payment in the hope of having arrears cancelled or at least reduced in the likely event of a sale as had happened in some earlier Limerick estate sales. The net effect was to increase the pressure on Devon and the trustees to accept the best possible deal.

47 Limerick Leader, 24 May 1907; Munster News, 25 May 1907.
48 Munster News, 5 June 1907.
49 An analysis of the purchase advances ultimately received by 663 townland tenants under the Wyndham Act shows that 520 (78.4%) tenants were in the non-judicial category. See Irish Land Commission Returns of Advances made under the Irish Land Purchase Acts 15 December 1921, 18 May 1922, 1 January 1923, 20 September 1923, 24 January 1924, 3 July 1924 (Stationery Office Dublin).
50 This was a judicial rent fixed or agreed to in the land court after 14 August 1896. 96 (14.5%) of the townland tenants fell into this category, Irish Land Commission Returns.
51 This was a judicial rent fixed or agreed to in the land court before 14 August 1896. 47 (7.2%) of the townland tenants were in this category, Irish Land Commission Returns.
52 Munster News, 24 July 1907. This rate became significant since almost all the sales were not completed until the 1920s.
53 Receiving Rentals 29 September 1906, 25 March 1907, 29 September 1907.
The mountain tenants continued to negotiate and on 28 July wrote to Devon suggesting a split of the rent abatement difference between them.\textsuperscript{54} He responded a month later and a public meeting in Tournafulla on 15 September 1907 heard that all the preliminaries to a contract of sale had been agreed between Devon and the local negotiators. The rate of interest on the purchase money, pending the completion of the sale, had been reduced to 3\(\frac{1}{2}\)%. Sporting rights and game should belong to the tenants and turbary would be given to them when on their holdings while mines, mineral rights and quarries heretofore worked by the estate for the benefit of the mountain tenants for burning lime would be given to the Estates Commissioners. The issue of arrears would be dealt with individually: Devon had indicated that he was keen to have these cleared, subject to a liberal scale of allowances.\textsuperscript{55}

The principal difficulty remaining was the price. Devon had not agreed to improve the rent abatement terms. The tenants repeated their offer to halve the difference between his proposal and their offer, all the while emphasising the adverse circumstances that they had to contend with and the poor outlook for agriculture.\textsuperscript{56} They may well have been aware that under the terms of the Wyndham Act the Treasury had the power to revise the bonus paid to the landlord. Increasing financial pressures on the government had made such a move more likely at this time, a possibility that would have encouraged Devon to conclude a deal as soon as possible before existing conditions were altered.

News of the steady progress of negotiations did not meet with universal approval and indeed caused serious unease in some quarters, particularly in and around the town of Newcastle West. An indication of the wide variety of local activities and businesses supported directly or indirectly by the estate may be found in its standard half-yearly rental ledgers. For some an estate sale could lead to job and income losses. The estate employed bog rangers and maintained bog roads\textsuperscript{57} while the demesne and residence staff included gardeners, farm labourers, grooms, domestic staff and other craftsmen and servants.\textsuperscript{58} Solicitors, engineers, and accountants were among the professionals who benefited from the activities of both the estate and demesne. Many local commercial establishments supplied provisions and services to the demesne and residence on a regular or occasional basis. Estate expenditure, including income tax, tithes and Curling’s salary, was substantial and normally amounted to around a third of the annual gross rents and casual receipts.\textsuperscript{59} Many people therefore would have regretted any change in the status quo.

These were not alone in their fear of the future. A disposal of the demesne and its residence, the Castle, would have consequences not just for all its employees but for the townspeople as a body, even those who were not tenants. The demesne and Castle grounds covered about 129 statute acres. For many years Devon had allowed poorer
people to graze 60 milch cows, one or more according to their means, in the demesne grounds, thus ensuring a good cheap supply of milk for themselves and for the town. He had also sanctioned the use of the Castle well, the only convenient spring water supply for a large number of town residents. Furthermore the public had been permitted to use the demesne as a park and recreation ground. Its purchase by a speculator could easily lead to the withdrawal of all these privileges.

The Wyndham Act, in an effort to persuade landlords (with their newly-acquired capital) to remain in the country, had contained a provision allowing them to sell their demesnes to the Land Commission and then repurchase them on the same terms as their tenants. This clause gave landlords what was in effect a low-interest extended term loan and made retaining demesnes an attractive proposition. When a deal was being struck Devon reserved the demesne lands and the land of the town of Newcastle West to himself and at no stage indicated that he contemplated selling these.

While this should have alleviated some of the townpeople’s concerns, the Newcastle West residents who rented houses rather than land had their own agenda. They hoped that the Estates Commissioners might apply the Act to them and advance house purchase money on terms similar to those applicable to the farming tenants. In reality their objective had little chance of success. A Treasury that was already finding it difficult to find money to pay for the many millions’ worth of farm land already bought was unlikely to provide funds for house purchase.

Entrepreneurs and opportunists kept a close eye on the proceedings, ready to pounce if a gilt-edged investment opportunity were to present itself. A rumour circulated at the time that a businessman, Raymond Sheehy, president of the local branch of the United Irish League, intended to buy the Castle and establish a bacon factory there. The possibility of capitalists, either locals or outsiders, purchasing part of the estate was very real. Both farming and town tenants were naturally apprehensive that in such an eventuality their conditions would worsen.

Not all rural tenants were ready to purchase either. Some were happy with their existing situation and disliked or dreaded the prospect of any change. Inefficient or more poverty-stricken tenants were well aware that if they fell into arrears in the future they were unlikely to get a sympathetic ear from the impersonal Land Commissioners. A contemporary tenant gave his analysis of the situation:

one-third of them are afraid to buy lest they should soon become evicted by the Land Commission. ... Those of the tenants who are able to pay their rents, and who have to pay it regularly, are inclined to purchase; they know the value of a reduction of 7s. or 8s. in the £. But those who are unable to pay abhor the idea of purchasing.

Even before the Tournafulla meeting in March 1907 had taken place, an anonymous writer, in a letter to the Munster News had cast cold water on the rumoured proposal to

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60 Munster News, 3 and 27 June 1908.
61 Irish Times, 27 June 1908.
62 Munster News, 23 March 1907. Although accounting for less than a tenth of the rental, town tenants numerically made up over one third of the estate.
63 Irish People, 5 September 1908. ‘Men of the calibre of William Phelan, Bridge Street (grocer, ironmonger, timber, slate and brick merchant) were actively seeking to extend their spheres of influence at this time.’ O’Connor, Exploring Limerick’s Past, p. 178, footnote 23.
64 Interview in Limerick Leader, 10 May 1907.
consult Devon regarding purchase.\textsuperscript{65} When negotiations were well advanced in September 1907 the same writer returned to the attack. In a most patronising tone he wondered how meetings held ‘in a remote place like Tournafulla’ could affect the whole Devon Estate. People hadn’t take these meetings seriously, he declared, since ‘it seemed a most unlikely thing that the sale of the Devon estate could be negotiated by meetings held at Tournafulla’. Questioning the authority of such gatherings to make decisions that bound everybody, he maintained that no sale of the whole estate was feasible on a single uniform basis of purchase. Terms that were reasonable and acceptable for Tournafulla and the mountain districts where rents were low would be quite unacceptable in the lowlands where rents were high.\textsuperscript{66} He urged those tenants who had not attended or been represented at the Tournafulla meetings to meet and discuss the whole situation.\textsuperscript{67}

Fr Reeves was not slow to counter-attack. He suggested that the letter was designed to create jealousies and divisions between lowland and mountain tenants. He contended that a uniform basis of purchase was possible; rent was by common consent the basis of sale throughout the country.\textsuperscript{68} He further argued that due to the activities of the various Land Courts and County Court judges over the previous twenty six years the rent charged on any farm was reasonably proportionate to the quality of the land and the circumstances of the holding.\textsuperscript{69} Another anonymous correspondent, soon joined the fray. He denigrated the negotiating skills of the clergy generally, disparaged the fairness of rents set by the Land Courts and held that there should be a special rate for at least some of the lowlands.\textsuperscript{70}

Parish priests from six of the estate parishes, Newcastle West, Monegay, Castlemahon, Templeglantine, Ardagh and Killeedy as well as a large number of tenants came together in Newcastle West on 17 October. One cannot avoid feeling that the priests had been stung into action by Fr Reeves’s labours, with its implicit rebuke of their own apathy and inertia, as well as by their resentment and disdain that a priest from an obscure parish seemed to be assuming the leadership of all the estate tenants. The outlook of the lowland tenant farmers who attended this meeting was very different to that of the mountain tenants. Their better land had naturally attracted higher rents over the years. Unlike many of the mountain tenants who had drainage or reclamation obligations they had no consequent rent reductions. As a body they seem to have regarded the Tournafulla meetings and negotiations as something to be ignored or even treated with disdain.\textsuperscript{71} This meeting adopted its own set of resolutions and declared that any negotiations should be based not on the original rents but on the actual discounted rents, which had been paid for upwards of twenty years. They also submitted to Captain Curling their own proposals for abatements for first-term, second-term and non-judicial tenants.\textsuperscript{72}

Fr Reeves responded to all this activity in a letter to the \textit{Munster News}. He complained that the original correspondent, who had signed himself ‘A Tenant’ had mischievously

\textsuperscript{65} \textit{Munster News}, 20 February 1907.

\textsuperscript{66} The argument that it was unreasonable and unfair to expect every tenant to pay the same standard price irrespective of his circumstances or the condition of his holding was regularly made all over the country in the course of estate sales, see, for instance, Cosgrove, ‘The sale of the Leinster estate under the Wyndham Land Act’ pp 11-16.

\textsuperscript{67} \textit{Munster News}, 2 October 1907.

\textsuperscript{68} \textit{Munster News}, 12 October 1907.

\textsuperscript{69} In the six months between 25 March 1906 and 29 September 1906, 18 Devon tenants had gone to the Land Court and in each case the rent had been reduced. Particulars are given in \textit{Receiving Rental 29/9/1906. Changes in Rental Particulars of Increase and Decrease}.

\textsuperscript{70} \textit{Munster News}, 19 October 1907.

\textsuperscript{71} Normally it was the larger and more prosperous tenants who made the running in negotiating purchase terms – the Devon estate was unusual in this respect.

\textsuperscript{72} \textit{Munster News}, 19 October 1907.
interfered when negotiations had reached a very advanced stage. He revealed that somebody had sent Lord Devon a copy of ‘A Tenant’s’ Munster News letter and as a consequence Devon had contacted Fr Reeves to express his concern that the tenants were not united in agreeing to the Tournafulla proposals. The earl, mindful of the terms of the Wyndham Act, had emphasised that he would consider selling only the whole estate and now believed that he had been too generous in the terms offered to the mountain tenants. Fr Reeves believed that ‘A Tenant’ was a person who benefited from the existing situation and suspected that it was he who had brought the letter to Devon’s notice. The anonymous tenant replied that he was not trying to block the sale but simply wanted a fair deal for the lowland tenants. Without directly addressing Reeves’s accusation, he pointed to the proposals emerging from the meeting of the six parish priests and their tenants as supporting his point of view. Fr Reeves, in a return letter to the Munster News, listed some of the advantages that would accrue to the tenants if Devon were to accept their terms. Knowing that this letter would be brought to the notice of Devon and the estate trustees he then persuasively outlined some of the reasons why an astute businessman would not refuse the latest Tournafulla offer.

On 31 January 1908 Fr Reeves forwarded to Devon the signatures of 124 tenants who were prepared to accept the terms as outlined at the Tournafulla meeting of 15 September 1907. He also promised to send the signatures of other tenants later. Devon replied encouragingly, expressing the hope that negotiations would soon be concluded satisfactorily and re-iterating his desire that his tenants should be enabled to purchase their holdings. Three months later he confirmed that he would accept the terms of the Tournafulla meeting, subject to a few conditions, the main one being that a sufficient number of tenants making up three-quarters in value of the rent and valuation (in other words, sufficient to comply with the qualifying terms of the Wyndham Act) should agree. Agreements were to be signed and rent due paid not later than 18 July 1908.

Devon was also prepared to forego any rent due from 25 March 1907. This major concession, besides providing a considerable incentive to purchase, would obviously assist those wishing to clear their arrears. No doubt anxious to remove any obstacle to a quick sale, Devon had promised a liberal scale of allowances to such tenants. He was as good as his word. A column in the 25 March 1907 Estate Rental Account details the arrears that had accumulated in fifty of the fifty seven estate townlands. The next column is headed ‘Cancelled on Purchase’ and contains the new list of arrears that now remained subsequent to a purchase agreement. The difference between the two columns was nothing short of dramatic. In twenty four of the fifty townlands tenants with arrears had all cleared their debt while arrears in the remaining twenty six had plummeted. Townland arrears had dropped from £12,999 to less than a third of this amount. In the townfields arrears were down from £900 to £301. However in the town of Newcastle where, with the exception of a holding in Churchtown, no purchase commitments had been made, arrears actually increased from £915 on 25/3/1907 to £1083 six months later.

73 Munster News, 30 October 1907; Limerick Echo, 29 October 1907.
74 Letter to Munster News, 2 November 1907.
75 Letter to Munster News, 9 November 1907.
76 Munster News, 2 June 1908.
77 Ibid. The letter was dated 5 February 1908.
78 Ibid., letter dated 19 May 1908.
79 Munster News, 28 September 1907.
80 Receiving Rentals 25 March 1907 and 29 September 1907.
81 Ibid.
In May 1908 it was reported that negotiations had almost concluded and that most tenants had agreed to the terms. All that remained was for the Sub-Commission to decide on some fair-rent cases. The final rent abatement terms agreed were 40% or 8s. in the pound for non-judicial tenants, 32 1/2% or 6s.6d in the pound for first-term tenants and 25% or 5s. in the pound for second-term tenants.

Shortly afterwards on 31 May, at a very large meeting in Tournafulla, tenants from both the town fields and the town accepted Devon’s conditions ‘not only unanimously, but even with acclamation’ and pledged themselves to fulfil them on or before 18 July. On 18 July 1908 the Munster News reported on ‘a joyful occasion’. It informed its readers that two days previously a partial holiday had been observed in Tournafulla, ‘the occasion being the signing by the tenants of the agreements which will make them owners of their holdings on terms with which they are thoroughly pleased’. Great enthusiasm had prevailed throughout the day and the paper claimed that the tenants in Monegag and other parishes were also expected to sign up quickly.

Since the Wyndham Act had specified that where three-quarters of the tenants on an estate consented to purchase, the sale would be permitted to proceed even in the event of the non-agreement of the remainder, the end of the road was in sight. While another term of the Act had specified that in the case of non-judicial rents any agreed purchase price was to be subject to the approval of the Estates Commissioners, no objection was anticipated from that quarter. One possible stumbling block remained. The British Treasury had limited annual advances under the Wyndham Act to £5 million. By 1908 seven million acres had been sold under the Act and a year later £50 million worth of sales had been agreed and were waiting payment. The Treasury had publicly expressed its concern about the burden of land purchase costs and had indicated that it might make no more purchase money available when the Development Grants were exhausted and might also re-adjust existing contracts. For both buyer and seller time was obviously of the essence.

Once again, as had happened in the case of the 1883 and subsequent offers, political divisions complicated the situation. Nationalist politicians had differed seriously in their attitude towards the Wyndham Act. William O’Brien, M.P., founder of the United Irish League and one of the architects of the Act, favoured working it fully while political opponents like John Dillon believed that any resolution of the land question would significantly weaken the support of the tenants for Home Rule and could cause them to lose their perception of the Irish Parliamentary Party [IPP] as the sole legitimate defenders of their material interests. Casting around for assistance in delaying any sale until they were included, the townspeople sought the support of IPP politicians and planned a major demonstration, ostensibly in support of Home Rule, for 6 September 1908. O’Brien’s organ, the Irish People, denounced the meeting, claiming that rather than being a great Home Rule demonstration its real objective was to prevent the sale of the Devon Estate.

82 Freeman’s Journal, 14 May 1908
83 Munster News, 3 June 1908.
84 Munster News, 3 June 1908; Irish Times, 27 June 1908. In the light of the objections of the lowland tenants to ‘meetings in Tournafulla’ it is interesting to note that the proposer of the acceptance motion, David McCoy, and secondor, Keane Ambrose, were both from Newcastle West. Other speakers at the meeting included C.C. Harnett, F. Nash, T. Moore and E. Heffernan, all from Newcastle West.
86 This was discussed in parliament on 15 July 1908, The Times, 16 July 1908; Irish People, 5 September 1908.
88 Limerick Leader, 21 August 1908.
The country tenants had come greatly to resent the obstructive attitude of the townpeople, believing that their actions were slowing the advance of the purchase money for their holdings. Undue delay had the potential to collapse the deal. Furthermore, while waiting for the legal execution of the deal and for the purchase money to be advanced, the tenants were committed to paying interest in lieu of rent to the landlord. The sooner the deal could be completed, the sooner they could use their funds to pay annuities rather than interest and the sooner their families would own their holdings. The acrimony between the two sections was so marked and had been so inflamed by newspaper articles castigating the rally organisers as ‘land purchaser blockers’ that fifty or sixty extra police were drafted in in anticipation of trouble at the demonstration. On the day a group of men, armed with sticks, arrived from the direction of Tournafulla and demolished the rally platform. Some of the visiting M.P.s, including national figures such as T.M. Kettle, were physically attacked – one, Alderman Joyce, M.P., was knocked unconscious – presumably because of their sympathy with the point of view of the townpeople. At this stage the police intervened and kept rival factions apart. The violence was widely condemned and a number of people appeared in court a few months later.

Despite all this trouble the completion of the sale moved a step closer that very week when Mr Leahy, Devon’s solicitor, forwarded 650 purchase agreements to London for signature. Small glitches still emerged. Some Templegallante tenants who farmed reclaimed holdings held that the voluntary rent abatements allowed for the previous 25 years had not been taken into account when the purchase deal was being agreed. They were also aggrieved that the quarries and limekilns opened for the purpose of reclaiming mountainous and bogland farms had not been secured for the tenants. Consequently they refused to agree to the purchase terms approved by the landlord and the tenants as a body and in November they were served with writs. A letter writer to the Irish People claimed that these twelve or fifteen tenants had no real concern about the quarries but had been induced by purchase blockers to hold out for better abatement terms. Despite such hiccups the sale was soon finalised.

During all these negotiations, the farmer tenants in particular had played their cards very skilfully. In many cases their rents had been reduced on account of drainage or reclamation obligations, leading consequentially to low future purchase prices. Devon’s enlightened management policies over the years had resulted in the construction of

89 Irish People, 29 August 1908.
90 Kettle’s wife was Mary Sheehy, daughter of David Sheehy, M.P., who in turn was a cousin of Raymond Sheehy of Newcaste West, one of the principal organisers of the meeting.
91 Limerick Leader, 7 September 1908; Irish Times, 12 September. Joyce had to spend a few days in Barrington’s Hospital in Limerick. Although extra police had been drafted in for the meeting, for some reason they did not become involved initially in trying to protect the speakers or arresting the attackers. The Irish Independent, the Freeman’s Journal, the Cork Examiner and all the local papers had similar accounts of the disturbance.
92 Limerick Leader, 2 November 1908. See Munster News, 3/10/14/24/28 October 1908, Irish Times, 5 December 1908 and Irish People, 17/24/31 October, 7/21/28 November 1908 and 12 December 1908. After numerous court appearances nobody was convicted. An anonymous letter from a ‘Tournafulla Nationalist’ in the Munster News (12 September 1908) claimed that those who wrecked the platform were heeded by a few who had paid little rent for the previous 20 years and who would now have to pay instalments to the Government if the sale went through’. A meeting in Newcastle West, held to express public indignation, was told that people in Newcastle West had hired the gang who wrecked the platform. ‘The masked conspirators in this town, some of them holding prominent positions, were the whole cause of Sunday’s bloody work’ Munster News, 12 September 1908.
93 Ibid.
94 Munster News, 4 November 1908; Irish Times, 5 November 1908; Freeman’s Journal, 5 November 1908.
95 Irish People, 21 November 1908.
mountain roads and the provision of the lime kilns required for land reclamation. The infrastructure therefore existed for further land improvement and development if they were to purchase. While they were keen to buy they would only do so at a price that suited them.

With the cushion of a fair and even indulgent landlord and agent they could afford to sit back and look out for the best opportunity. Aware of Devon's financial obligations and of the Government's desire to increase the number of peasant proprietors, they could hide their time and reasonably expect more and better incentives to purchase. Some took advantage of the probability of an impending sale to run up arrears in the realistic expectation that these would be subject to liberal allowances at sale time. In Fr Reeves they had a shrewd and capable negotiator who struck a good bargain on their behalf. Throughout Ireland it was normally the larger and more prosperous tenants who made the running in negotiating purchase terms; the Devon estate was unusual in this respect.

Since the sums allocated by the British government were seriously inadequate to cater for all the sales Devon and the trustees had then to join a lengthy queue for their Land Act payments. The first advances did not arrive until 1920 while the bulk came on 15 December 1921. Six months later 73 advances were made and most of the remainder on various dates in 1923 and 1924.

Two years later the town of Newcastle West was sold. In mid-September 1910 the public was informed that the town would be auctioned in 129 lots in early October. Individual householders were to be given an opportunity to conclude a deal by private treaty before the auction date. Newcastle West had prospered over the previous decade and residents were alive to the possibility that speculators might buy up town property. While some Town Commissioners still clung to the forlorn hope that the town might yet be persuaded to petition the Estate Commissioners to have the town included within the agricultural portion of the property, the more realistic tenants saw the writing on the wall and by two weeks before the auction more than half of the occupiers had purchased by private treaty at 20 to 26 times the annual rent. Soon the number had grown to more than two thirds. Not every offer was accepted and the local P.P., Fr Hallinan, accompanied groups of tenants as they tried to hammer out a deal. Some properties went for

96 Patrick J. O'Connor, 'Ireland's last best west: evidence from the Courtenay/Devon estate' in Journal of the Newcastle West Historical Society, no. 1 (1990) pp 27-9. He also emphasises the ties of kinship and group solidarity among these tenants.

97 Irish Land Commission Reports of Advances under the Irish Land Purchase Acts during the year ended 31 December 1921 (Stationery Office Dublin, 1923) p. 400. £150,923 was advanced on behalf of 510 tenants who had purchased 20,284 acres for around 19.6 years' purchase on average.

98 Ibid., 1922 (Stationery Office Dublin, 1928). £20,284 was advanced on behalf of 73 tenants who had purchased 3,303 acres for around 19.6 years' purchase.

99 Ibid., 1922 and 1924. In 1923 £34,153 was advanced on behalf of 106 tenants who had purchased 4592 acres for around 19 years' purchase. Small advances in 1924 included £626 for 5 tenants. The Devon Record Office has details of some payments. L1508/M/88/Ireland/EL/7.

100 O'Connor, Exploring Limerick's Past, p. 122 has a reproduction of the auction advertisement, giving the dates 12 - 14 October 1910. It was also used as a cover illustration for the Journal of the Newcastle West Historical Society, no. 4 (2010).


102 Weekly Irish Times, 1 October 1910.

103 Irish Times, 23 September 1910.


105 Limerick Leader, 5 October 1910.

106 Munster News, 1 October 1910.
as little as 10 or 11 years' purchase. A few had had a very low rental - three properties in Maiden Street returned £1-7-0, £1-12-0, and £1-18-0 per annum - and so were purchased for small sums. By and large most buyers acquired their freehold titles for between 15 to 25 years' purchase. Ultimately when the little that remained was auctioned the townspeople united to prevent any purchase by outsiders. A week later practically everything had been sold.

When the sale of the town had been completed the Castle, occupied by Captain Curling, and the demesne made up most of what remained of the Devon estate. The Castle was subsequently occupied by the Black and Tans, later by Anti-Treaty forces and burned, along with all the estate records, on 7 August 1922 during the Civil War. Devon claimed £30,300 in malicious damages. The Free State later paid him approximately £8,000 for the construction of a new residence in the demesne.

In another development, the local Town Commissioners attempted to purchase the tolls of fairs and markets as well as the market buildings in Newcastle West, still the property of Lord Devon. Curling informed them on 2 June 1920 that the earl would accept £2,000 for the Tolls, Market Yard buildings and weighbridges, all legal expenses to be paid by the buyers. The Commissioners' counter-offer of £600 was quickly rejected. However in the following year a similar offer was favourably received and a sale was agreed, subject to an independent valuation. Things dragged on and on 6 December 1922 the Commissioners received a letter from the Irish Minister for Local Government advising against hasty action as it might result in Lord Devon getting too much for his interest! Eventually eight long years after the bargain had been struck, the purchase of the market tolls was finally sanctioned and the Department of Local Government granted a loan of £550 to the Town Commissioners. The tolls were finally transferred on 26 November 1931. According to the Irish Times the purchase price was £500.

A few parcels of land remained. Between 1920 and 1926 six small holdings in Glengort, Ratcahill and Tourmafulla went for £213-7-1, the total amount payable under Section 24 (8) of the Wyndham Act. Land in Cullinagh, part of the townfields, was sold in 1925. Some small sales continued. A Churchtown plot of land (1.752 acres) with a lime kiln went for £20. In 1929 Capt. Curling instructed William B. Fitt, the auctioneer, to carry out a valuation of the Castle and demesne. The 129 statute acres had a rateable valuation of £180-15-0 while the valuation for the buildings was £56-10-0. Taking into account some of the drawbacks - the Land Commissioners had the right to acquire the lands at a low price, the public was accustomed to using the demesne as a park, town

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107 This was Lot 69 in the auction, Patrick J. O'Connor, Hometown, (Coolanoran, Co. Limerick, 1987), p. 20.
109 Ibid., p. 34.
110 The agreement for sale is in the DRO D1508M/T/1/79.
112 Cusack, 'The Curling family', p. 34.
113 Irish Times, 26 August 1922.
114 Irish Times, 26 August 1922.
115 Muster News, 19 October 1910.
116 Irish Times, 21 May 1930.
117 DRO 1508M/SS/Ireland/EL/7. 13 November 1928.
tenants had grazed cattle on it for years – Fitt valued the Castle and demesne at £4,500.\textsuperscript{119} A year later Curling purchased these from the Earl of Devon for £3,500.\textsuperscript{120} He quickly sold off some building plots between Church St. and Churchtown\textsuperscript{121} as well as portions around the medieval halls.\textsuperscript{122} In 1937 the auctioneer’s warning proved prophetic and the Land Commission compulsorily acquired the demesne, paying £1,200 in 4% Land Bonds. Curling retained the house and Castle buildings along with 4.5 acres. After his death in 1943 his executors sold these to local doctors, thereby completing the circle, returning the properties to Irish ownership and concluding the long-drawn-out saga of the sale of the Devon Estate.\textsuperscript{123}

\begin{center}
\textbf{Powderham Castle, Seat of the Earls of Devon}
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\textsuperscript{119} DRO L1508M/SS/IRELAND/EL/7.
\textsuperscript{120} Agreement in DRO D1508M/T/1/78.
\textsuperscript{122} Cussen, ‘The Curling family’, p. 34.
\textsuperscript{123} Ibid.