

MR. CHARLES RUSSELL, Q.C., M.P.,

AND

THE LANSDOWNE ESTATES

IN KERRY.

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LONDON:

WILLIAM RIDGWAY, 169, PICCADILLY, W.

—  
1881.

Houses of the Oireachtas

My reasons for printing these letters will be evident to any one who reads that dated December 24th.—L.

*January 10th, 1881.*

# Houses of the Oireachtas



# CONTENTS.

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	PAGE
I.—LETTER FROM LORD LANSDOWNE TO THE EDITOR OF ‘THE DAILY TELEGRAPH,’ December 24, 1880 ..	7
II.—LETTER FROM LORD LANSDOWNE TO THE EDITOR OF ‘THE DAILY TELEGRAPH,’ November 21, 1880 ..	10
III.—LETTER FROM MR. T. COOKE-TRENCH TO THE EDITOR OF ‘THE DAILY TELEGRAPH,’ October 20, 1880	18
IV.—LETTER FROM LORD LANSDOWNE TO THE EDITOR OF ‘THE DAILY TELEGRAPH,’ December 14, 1880	21
V.—OPINION OF MR. HAROLD ENGLEBACH, ACTUARY, ON MR. RUSSELL’S ACTUARIAL CALCULATIONS .. ..	35
VI.—LETTER FROM LORD E. FITZMAURICE, M.P., TO THE EDITOR OF ‘THE DAILY TELEGRAPH,’ November 18, 1880 .. .. .	35
VII.—LETTER FROM LORD E. FITZMAURICE, M.P., TO THE EDITOR OF ‘THE DAILY TELEGRAPH,’ Dec. 8, 1880 .. .. .	44
VIII.—LETTER FROM MR. J. STANDISH HALY TO LORD EDMOND FITZMAURICE, December 13, 1880 ..	52
IX.—LETTER FROM MR. T. C. FRANKS TO ‘THE FREE- MAN’S JOURNAL,’ December 24, 1880 .. ..	54

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Of the above letters, Nos. II. and VI. are printed in the  
Appendix to Mr. C. Russell’s ‘New Views on Ireland.’

# CONTENTS.

I.—	Letter from Lord Lansdowne to the Editor of "The Times," December 24, 1880 ..	7
II.—	Letter from Lord Lansdowne to the Editor of "The Times," November 21, 1880 ..	10
III.—	Letter from Lord Lansdowne to the Editor of "The Times," October 24, 1880 ..	18
IV.—	Letter from Lord Lansdowne to the Editor of "The Daily Telegraph," December 11, 1880 ..	21
V.—	Obituary notice of Mr. Harcourt, Advocate, on Mr. Harcourt's death ..	30
VI.—	Letter from Lord E. Russell to Mr. J. Russell, Editor of "The Daily Telegraph," November 18, 1880 ..	35
VII.—	Letter from Lord E. Russell to Mr. J. Russell, Editor of "The Daily Telegraph," Dec. 8, 1880 ..	44
VIII.—	Letter from Mr. J. Russell to Lord Russell, December 18, 1880 ..	52
IX.—	Letter from Mr. T. F. Russell to "The Times," December 21, 1880 ..	61

Of the above letters Nos. II. and VI. are printed  
according to the G. Russell's "New Views on Ireland."



## NEW VIEWS ON IRELAND.

*To the Editor of THE DAILY TELEGRAPH.*

SIR,—Mr. C. Russell, M.P., has just published, in the form of a volume of more than 200 pages, the series of letters addressed by him, under the title of ‘New Views on Ireland,’ to ‘The Daily Telegraph.’ The preface of the work contains the following passage: “I have thought it right to set out in the appendix every signed letter brought to my attention, written by any one with authority to speak, which has purported to impugn my statements.”

Mr. Russell, for reasons best known to himself, singled me out for attack. Of seven letters purporting to describe the condition of the tenants in the county of Kerry, three consisted entirely, and two others partly, of charges affecting the management of my Kerry estate—charges many of them of a nature which, to use Mr. Russell’s own language, could “hardly fail to wound.” To these letters I replied in ‘The Daily Telegraph’ of November 27th, disputing the correctness of the most important of Mr. Russell’s allegations, with-

out attempting to examine all of them in detail. This letter of mine was answered by Mr. Russell on December 10th. He wrote at great length, repeating and insisting upon many of the charges which he had at first preferred. Towards the end of his answer he made use of the following words:—"I challenge criticism and correction. I should injure the cause I desire to promote if I advanced facts which can be disproved. I cannot pretend to have been accurate in all details." This challenge I thought it my duty to accept, and upon December 14th I addressed to 'The Daily Telegraph' a second letter, meeting Mr. Russell's accusations seriatim, and bringing forward facts and figures which demonstrated the untrustworthiness of his information. This, my second letter, appeared in 'The Daily Telegraph' of the 16th inst., and I am astonished to find that it is not included amongst those printed by Mr. Russell in the appendix to which I have referred. This is no doubt due to the fact that, whereas my letter appeared on the 16th, Mr. Russell, judging from the date of his preface, published the correspondence on the 14th inst. Considering that he takes credit to himself for having "striven to be fair," he might, I think, before publishing these papers, have ascertained whether it was my intention to notice his last letter. To my first letter, which appeared in 'The Daily Telegraph' of November 27th, he did not reply for a fortnight.



He now, four days after the date of that reply, publishes his book with a preface, in which he claims for it that it presents the public with "the full means of judgment," a preface which certainly leaves upon the reader's mind the impression that the correspondence is concluded and complete. Mr. Standish Haly's important letter published on the 16th inst., has, like mine, been excluded from the appendix. Mr. Russell has also thought fit to suppress my brother's letter of December 9th. He may attempt to justify the omission of mine and of Mr. Standish Haly's upon the ground that he was not aware that they would be written; he cannot allege this excuse for the suppression of Lord Edmond Fitzmaurice's letter which appeared in the newspaper on the same day as Mr. Russell's own letter, printed at p. 189 of the appendix. The suppression of this letter is scarcely consistent with the announcement which I have quoted, in the first paragraph of this letter, from Mr. Russell's preface.

I have the honour to be, Sir,

Your obedient servant,

LANSDOWNE.

*December 24th.*

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## THE LANSDOWNE ESTATE.

*To the Editor of THE DAILY TELEGRAPH.*

SIR,—Evidence with regard to the management of my Kerry estate was yesterday given before the Royal Commission by Mr. Trench and by myself. Some time, however, must necessarily elapse before that evidence is in the hands of the public, and there are, in the meanwhile, one or two points in Mr. Russell's letters which require a few words of explanation from me.

Mr. Russell expresses a fear that the landlords of Ireland may be making "a profit from their tenants out of the public funds lent for land improvement." He apparently believes that he has found on my estate the solitary instance upon which he relies for the establishment of this proposition. Mr. Russell has been told that I obtained from the State 6000*l.*, on which I shall have to pay a rent charge of 3*l.* 8*s.* 6*d.* per cent., while I have charged my tenants 5*l.* per cent. for the use of the money. The facts of the case are as follows:—During the year 1879 I obtained from the Board of Works two loans, one of 1525*l.*, the other of 5000*l.*, applied for in the months of January and September respectively. Each of these loans was made upon the then usual terms, and was repayable by a rent charge of 6½ per cent. I offered this money to my tenants at 5 per cent., and



undertook to charge them no interest for the first three years. Many of them applied for work upon these terms, and during the winter months several hundred men were thus employed. Every tenant before commencing work signed a printed form of agreement, binding himself to pay 5 per cent. upon the sums paid to him from time to time as the work progressed.

On January 12th, 1880, a notice was issued by the Board of Works, stating that drainage loans would be offered to landlords, repayable by a rent charge of 3*l.* 8*s.* 6*d.* per cent., no interest to be chargeable for the first two years, and it was explained that these terms would refer to all loans applied for subsequent to November 22nd, 1879. Both of my loans had been applied for prior to that date, and therefore did not come within the scope of the circular. I was, however, informed by the Board towards the end of the month that the loan of 5000*l.*, which had been approved by the Commissioners on December 27th, should have the advantage of the new terms,\* and almost imme-

\* Both before and after this letter was written, I have endeavoured to ascertain precisely the date at which I became aware that the loan in question was to be issued under the terms of the circular of Jan. 12. Mr. Trench, who found no record upon this point among his own correspondence, was informed by one of the officials of the Board that a letter on the subject had probably been addressed to him in the last days of the month of January. No trace of that letter is, however, I understand, to be found in the records of the Commissioners' office, and no trace of such a letter is to be found in Mr. Trench's office at Kenmare. I share his opinion that, although in January and February we confidently hoped that I should be given the advantage of the "cheap



diately afterwards further loans of 3000*l.* and 5000*l.* were applied for by me to be expended upon the same townlands as the earlier loans. The total expenditure under these four loans has been 5424*l.* The bargain between the State and the landlord having been amended, a corresponding revision of that between the landlord and the tenants became necessary; that revision, however, was called for, not only in respect of future advances, but in respect of those which had been already made; for out of a total of 290 agreements, 242 had been signed by the tenants before the end of January. Some of the tenants moreover had commenced work under the old terms, and were finishing it under the new, and much of the work taken in hand was not yet completed, or passed by the inspector. It appeared to me, under these circumstances, that the adjustment of the account must necessarily be deferred until the work had been finished and certified by the inspector of the Board. No charge was in any case to be made to the tenants for three years. When I have received from the Commissioners a statement of the rent charge due by me it will be apportioned in accordance with that statement among the tenants. Upon money advanced to me at 6½ per cent., the

money," at all events in respect of so much of the 5000*l.* as was unexpended when the circular appeared, no positive information on the subject was in our possession until the 25th of November, 1880, when Mr. Trench went, by my desire, to the Office of Works in order to clear the matter up.—L. 9, 1, 81.



tenants will pay me 5 per cent. Upon that advanced at 3*l.* 8*s.* 6*d.*, they will not pay more than 3*l.* 8*s.* 6*d.*.\*

Some of Mr. Russell's informants appear to have laid stress upon the fact that no engagement was given to the tenants to the effect that the rent charge payable by them should terminate with that payable by the landlord. Upon this point I will only observe that it is impossible to determine beforehand the length of time during which the land will be benefited by drainage, and that, as the rent charge payable by me, or my successors, will not terminate until the year 1917 A.D., the amount of rent which, when that time comes, will be payable by the tenants, and which must depend upon the then circumstances of their holdings, is scarcely a matter for present consideration.

With regard to the sale of lime to the tenants, I have to make the following observations. It is

\* The following figures will show the extent of the profit which I might have derived from these transactions had my intentions been those ascribed to me. Of the sums advanced to me under the different loans, 4500*l.* (in round numbers) was obtained under the terms of the circular of Jan. 12. The rent charge which I shall have to pay to the State, at 3*l.* 8*s.* 6*d.* per cent. per annum, will amount to 154*l.* 2*s.* 6*d.* Were I to charge my tenants 5*l.* per cent. per annum I should receive from them 225*l.* The difference would have been 70*l.* 17*s.* 6*d.* in my favour, after three years, during the last of which I should have paid the rent charge and received nothing.

The difference between the higher and lower rate to the tenants, who most of them earned amounts not exceeding 10*l.* or 15*l.* by their work at the drains, would have been represented, according to circumstances, by sums of from 3*s.* to 5*s.* each per annum. 10*l.* at 5*l.* per cent. = 10*s.*; 10*l.* at 3*l.* 8*s.* 6*d.* per cent. = 6*s.* 10*d.*—L. 9, 1, 81.



untrue to state that they have been obliged to buy their lime at my kiln. They found that they could obtain it there cheaper and better than they could from their own kilns, and they ceased using the latter of their own accord. The price charged per barrel has varied from time to time. That recently charged is, it must be borne in mind, uniform over the entire estate, to parts of which the lime has to be conveyed by water at considerable risk and expense.

The only other point which I will notice in this letter is Mr. Russell's statement that upon the Iveragh portion of the estate the "rents have been increased three times within the past twenty-five years." This statement is absolutely misleading. Mr. Russell supports it by quoting several anonymous cases, in which he was told by the tenants that their rents had been repeatedly increased. I have identified most of these, and satisfied myself as to the incorrectness of Mr. Russell's conclusions. The untrustworthiness of the figures upon which he has founded them has been well illustrated by your correspondent, Mr. T. Cooke-Trench, in his letter of the 20th inst. (page 18). I may observe that the Iveragh rental was in 1850, 3103*l.*; in 1860, 2908*l.*; in 1870, 2956*l.*; in 1880 (allowing for half the county cess, now paid by the landlord), 3377*l.* The increase of rent which took place in 1875 was, I believe, a perfectly reasonable one.

I note with satisfaction Mr. Russell's admission that the appearance of the tenant's dwellings "pre-



sents a marked improvement upon those in neighbouring estates," and that the rents "are not the highest." They do not, he says, generally "exceed the valuation by more than 50 per cent.—not always so much." As a matter of fact, the Kenmare estate, to which the above quotation refers, is let, on an average, at 27 per cent., and the Iveragh estate, to which reference has just been made, at 44 per cent. over Griffith's valuation.\* The rental of the whole

\* The untrustworthiness of "Griffith's valuation" as a test of letting value has been again and again demonstrated by writers in the public press. It may be worth while to show the extent to which it would be misleading in the case of the estates in question, the whole of which are valued at 8493*l*.

I. It was assumed by Sir R. Griffith, in accordance with the terms of the Act which regulated his proceedings, that all rates and taxes, except tithe rent charge, were paid by the tenants, and he accordingly deducted the amount of such rates, &c., from the full amount of his field valuation. The deduction in the case of these estates on account of poor rate, which at the time of the valuation ruled very high, must have been 5*s*. 6*d*. in the pound, against which must be set 1*s*. 6*d*. in the pound which the tenants now pay. Under this head the valuation, if amended according to the circumstances of the present time, would be increased by 1699*l*. A further addition of 280*l*. would be necessary on account of county cess paid by the landlord in recent lettings. The valuation is, moreover, based upon the supposition that the tenants are liable for the repair of the premises in their occupation; as, however, for many years past, there has been an annual expenditure of 500*l*. by the landlord on such repairs, the valuation should, strictly speaking, be increased by that sum.

II. The valuation has no reference to improvements executed since the date at which it was made. The landlord's expenditure on such improvements has been 28,000*l*. Although the valuation has been revised in respect of a portion of this expenditure, it has not in respect of the greater part of it. Interest at 5 per cent. on from 18,000*l*. to 20,000*l*. should in fairness be added to the valuation on this account.

The valuation thus amended would be 11,972*l*., instead of 8493*l*. The present rental is 11,466*l*., or 506*l*. less than the amended valuation.

III. Beyond this, it must be remembered that the valuation is founded upon a scale of prices embodied in the Act of 1852, and that these prices fall below those of the present time by amounts varying



estate was, in 1859, 10,035*l.*, and in 1879, 11,800*l.* 28,000*l.* have been spent by me or my predecessors on permanent improvements between the two dates.

I hope Mr. Russell will excuse me if I decline to accept his conclusion that "everywhere the feeling is that the rent is more than they (the tenants) can pay, living in the barest fashion," nor can I accept the statement of ways and means submitted to him by an informant, whose name he does not give, and published by him without question in his letter of the 12th. This witness has, I venture to think, proved a little too much. His valuation is 17*l.*, his rent 23*l.*, and he farms at an annual loss of 30*l.* It is obvious that should this man's statements be worthy of credence he would lose 24*l.* a year if he held his farm at Griffith's valuation (the terms proposed by the Land League), and that he would be out of pocket to the extent of 13*l.* even if his farm were held rent free. If this is a fair specimen of the solvency of an Irish tenant, who is described by Mr. Russell as "seeming much better off than the rest" on an estate where the rents are "not the highest," we may indeed despair of a satisfactory solution of the Irish problem. Your readers will no doubt observe that this witness explained his ability to "live" by the fact that he "married a fortune of 100*l.*" It is not the

from 30 to 100 per cent. In the case of butter, the staple product of the district, the price in the Act of 1852 is 65*s.* 4*d.* per cwt. The price quoted in the Valuation Bill of 1877 was 121*s.* 4*d.* per cwt., and recent Cork quotations have reached 143*s.*



least puzzling circumstance connected with this question that such fortunes are frequently given to their daughters by men who will demonstrate to any unsuspecting interrogator that their farming operations cannot result otherwise than in an annual loss.

For the facts with regard to the "hanging year" and other matters dwelt upon by Mr. Russell, I must refer him and your readers to my evidence and Mr. Trench's. I should perhaps add that when Mr. Russell visited my estate he did not visit that portion of it, a district of some 30,000 acres, upon which I reside. I append to this letter a copy of one which I have received from Mr. Trench.

I have the honour to be, Sir,

Your obedient servant,

LANSDOWNE.

*November 21st, 1880.*

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Kenmare, *November 19th, 1880.*

My Lord,—In Mr. Russell's letter of the 12th inst. the following passage occurs:—"The Nun of Kenmare, in her printed expression of thanks to America for the funds entrusted to her for relieving the distressed tenantry, says, under the date of Easter week, 1880, 'one land agent said to me that when he saw the distress coming he told his noble master that it would be the best thing that had ever happened to the landlords, they would have the tenants at their mercy.'" To this Mr. Russell adds: "It can

hardly be doubted to whom this language refers." As the above statements are obviously intended to refer to me, I beg to state that I never in conversation with Miss Cusack or any other person used the words attributed to me, or any words capable of such an interpretation.

I have the honour to remain,

Your lordship's obedient servant,

T. TOWNSEND TRENCH.

To the Marquis of Lansdowne.

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*To the Editor of THE DAILY TELEGRAPH.*

SIR,—As a relative of Mr. Townsend Trench, whose acts on Lord Lansdowne's estate your correspondent, Mr. Charles Russell, so severely criticises, it occurred to me that it might be well to test his facts by one another. On doing so they appear (as the facts so plentifully stated against Irish landlords usually do when brought to the test of figures) entirely to break down on his own showing. In his letter in your issue of the 18th instant, Mr. Russell states that the rents were fixed by the late Mr. W. S. Trench in 1849 at Griffith's valuation, plus 3s. in the pound; that about three years after a general rise took place, varying in some cases from 4s. to 5s. in the pound. Eight years after he states that these rents were again raised from 4s. to 5s. in the pound; and in 1874 "the final crushing blow was dealt to the unfortunate tenants in the shape of a further rise of 5s. in the pound."



But, unfortunately, in a previous part of his letter Mr. Russell had, for the purpose of showing how high the rent is as compared with the valuation, selected 16 cases out of 160 in which he gives the present rents and the tenement valuation. The latter I find to amount in the aggregate to 156*l.* 14*s.*; adding 3*s.* in the pound we get 180*l.* 2*s.* as the rent according to Mr. Russell in 1849. The first rise we may average at 4*s.* 6*d.* in the pound—180*l.* 2*s.*, *plus* 40*l.* 10*s.*, which makes 220*l.* 12*s.*, the rent in 1852. This is stated to have been again raised from 4*s.* to 5*s.* in 1858, making 220*l.* 12*s.*, *plus* 49*l.* 10*s.*, which makes 270*l.* 2*s.* Add 5*s.* in the pound for “the final crushing blow,” and we get 337*l.* 12*s.* as the present rent. But Mr. Russell has given us the real present rents, which I find to amount to only 257*l.* 1*s.*, or 80*l.* less than they must be if Mr. Russell’s facts be facts. Moreover, Mr. Russell informs us that the Kenmare rents are much lower than the Iveragh ones, from which his examples are taken. On the whole estate, therefore, his statements must be even more glaringly at fault than I have shown.

The animus with which Mr. Russell writes appears in every line; but, discharged of this, others of his statements are valuable. It would strike an outsider that the tenants themselves cannot look upon the rents as too high when one is found ready to pay 80*l.* for a farm of 12*l.* 17*s.* rent. It looks, too, as if these ground-down tenants had



a good deal of ready money laid by somewhere. Again, what is the most deterrent threat which this bad landlord can hold over his victims? According to Mr. Russell, it is that he will sell the estate—that he will give them a chance of getting somebody else for their landlord, or of purchasing themselves. Eighty pounds is about the sum which the tenant would be required to pay down out of the purchase-money of the fee-simple of a farm rented at 12*l.* 17*s.*

Irish landlords have been loudly accused of over-reticence in not meeting the charges brought against them, but the truth is that these are almost invariably made in the abstract, and such it is impossible to disprove, however false. One of the most common utterances from the platforms now is, that Irish landlords spend their rents in vice and dissipation in Paris, and this statement is always cheered to the echo. It is impossible to disprove it without giving evidence as to the private life of every Irish landlord; and yet any one who knows anything of the life of such of them as are at all before the public, say of all the peers and J.P.'s, must know that it is a pure and intentional libel.

Your obedient servant,

THOMAS COOKE-TRENCH.

MELLICENT, NAAS, *Oct.* 20, 1880.

P.S.—Would Mr. Russell favour us with a definition of the word “value”?



## NEW VIEWS ON IRELAND.

*To the Editor of THE DAILY TELEGRAPH.*

SIR,—I have to ask your permission to make a few observations upon Mr. Russell's letter of the 9th inst., replying to mine in 'The Daily Telegraph' of the 27th ult.

1. Government or Board of Works Loans.—Mr. Russell places side by side, apparently with the object of showing that there is some inconsistency between them, a statement said to have been made by Mr. Trench to the correspondent of one of your contemporaries\* and another statement made by Lord Edmond Fitzmaurice in a letter to that newspaper, dated November 12. There is no inconsistency so far as I am aware between the two statements. Mr. Trench told the correspondent that he had no instructions as to the course to be pursued thirty-seven years hence after the termination of the rent charge payable by the landlord. My brother, dealing not only with this point but with the question of the charge to be made to the tenants during those thirty-seven years, said that the matter had already received my consideration, although there was no necessity for an immediate settlement. My brother was warranted in writing as he did, for he had before him a letter of mine, dated February 15, in which, describing to him the circumstances under which I had obtained a loan

\* 'The Standard.'



from the Board of Works, I used these words—  
 “The loan was applied for under the usual conditions, but I shall have the advantage of the recent concessions, and shall be charged 3*l.* 8*s.* 6*d.* There will, of course be a corresponding reduction to the tenants.”

I showed in my last letter that upon the money borrowed under the Acts in force last year I should, during the continuance of the rent charge, lose 1½ per cent., and that I should advance the money borrowed under the Act of this year, for which I am to pay 3*l.* 8*s.* 6*d.*, at a rate not exceeding that sum, the tenants, moreover, being in neither case charged interest for three years to come.

Mr. Russell reproaches me, first, for not having made a more prompt announcement of my intentions as to the rate of interest which the tenants were to be charged ; and, secondly, for not binding myself to terminate the annuity payable by the tenants simultaneously with the termination of that payable by me or my successors to the State.

I have already explained some of the reasons which rendered it difficult, if not impossible, for me to arrive at an earlier decision with regard to the reassessment of the drainage annuities. The large majority of the agreements had been signed by the tenants before there was any question of a change in the conditions of the loan ; the drainage season was drawing to an end, and a hurried attempt to dispose of the matter would have led to endless



jealousy and confusion. As for the tenants, I have no reason to believe that they felt any want of confidence in my intentions; when I was in Kerry in the summer they certainly showed no signs of such a feeling. The accusation now resuscitated by Mr. Russell that I was "making a profit out of the public loans" may no doubt have been "loudly urged" a few weeks later, for it was one of those first made publicly about that time by Mr. Redpath, the American agitator, in a local newspaper.

Mr. Russell proceeds to demonstrate by elaborate actuarial calculations, the magnitude of the profits which I may secure, or might have secured, according as advances were made to the tenants upon one set of terms or another. He believes—

(a) That for every 100*l.* repayable to the State by a rent charge of 6*l.* 10*s.*, terminable at the end of twenty-two years, and lent to the tenants at 5 per cent. permanently, payable from the date of the loan, I should receive an annuity, "the present capital value" of which is 143*l.*

(b) That for every 100*l.* borrowed upon the same conditions from the State, but lent to the tenants upon the terms that the annuity of 5 per cent. does not commence for three years, I should receive an annuity, the present capital value of which is 129*l.*

(c) That for every 100*l.* repayable to the State in thirty-five years by a rent charge of 3*l.* 8*s.* 6*d.*, and advanced to the tenants at 5 per cent. per-



manent increase of rent, I should receive an annuity, of which the present capital value is 485*l*.

(*d*) That for every 100*l*. repayable to the State in thirty-five years by a rent charge of 3*l*. 8*s*. 6*d*., and advanced to the tenants at 3*l*. 8*s*. 6*d*. per cent., I should receive an annuity, the present capital value of which is 332*l*.

It follows from these figures, says Mr. Russell, that for every 100*l*. expended by me under the Board of Works, I have acquired an annuity, the "present capital value" of which is, as the case may be, 143*l*., 129*l*., 485*l*., or 332*l*., representing, on a supposed expenditure of 10,000*l*., a present capital value of 14,300*l*., 12,900*l*., 48,500*l*., or 33,200*l*. The figures are, indeed, as Mr. Russell observes, "startling."

Mr. Russell is aware that the case contemplated in (*c*) will not arise, and there is, therefore, no occasion for discussing it.

With regard to (*d*), I must remind Mr. Russell that I have never stated that the addition to the rent, in consideration of advances of the "cheap money," will be a permanent one. Mr. Russell quotes a letter of mine, in which a tenant was informed that the addition of 5 per cent. would, after three years, be permanent, "in accordance with the usual practice of the estate." This letter was, however, written in 1879, and had reference to a case coming within description (*b*) above. In



this case and in (a), it must be borne in mind that the money is borrowed not under a relief Act, but under Acts passed for the purpose of promoting land improvement and the development of Irish agriculture. The practice referred to has been for the landlord, in cases where improvements have been executed under these Acts, to render himself liable, during twenty-two years, for a rent charge of 6*l.* 10*s.*, always charging the tenant a less sum, in many cases as little as 2 per cent. In such cases, the landlord submits for a term of years to a loss represented by the difference between the sum charged to the tenant and that paid by himself to the State. Is it very inequitable that he or his successors should recoup themselves wholly, or in part, by an increase of rent charged, after the termination of the rent charge payable by the landlord, in cases where the real value of the holding to the tenant remains—as in the case of farm buildings and thorough or arterial drainage, it often would remain—greater than it was before the execution of the improvement? There are two parties to the transaction—one, the tenant, derives an immediate profit, almost always far exceeding the price which he has to pay for it (the Board invariably, I believe, require from their inspector a report to the effect that the improvement will increase the letting value of the land to an extent in excess of the interest paid on account of it); the other, the landlord, obtains the capital



upon his own credit, and at his own risk, often a very considerable one, for the tenant's use. Is the former to have a monopoly of the resulting advantages, and is the latter to be absolutely precluded even from securing himself or his successors against ultimate loss? Whether he has done so to the extent which Mr. Russell supposes, I shall show presently. I venture to say, that if Mr. Russell's view of a landlord's obligations, in the case of such improvements, were to be accepted by public opinion or by the Legislature, a fatal check would be given to the progress of Irish agriculture, and a serious loss inflicted, not so much upon Irish landlords as upon Irish tenants.

The above considerations do not apply with equal force to the loans lately raised by me for the relief of distress. First, because those loans were advanced by the State, not so much to promote land improvement, as to provide employment for the people in the distressed districts; secondly, because in the case of these loans, most of the tenants will, while the rent charge lasts, pay me as much as I shall pay for them to the State. With regard to these loans, I have already pointed out that I have never said with reference to them that the tenant's annuity was to be a "permanent" addition to the rent, the word has in this connection been imported into the discussion by Mr. Russell. I do not pledge myself to retain the charge in all cases up to the time when I shall no longer have



to pay it, nor, on the other hand, have I bound myself to release the tenant by a certain date; such an engagement would probably be interpreted by those to whom it was made, as a promise that their rent should, thirty-seven years hence, stand at its present amount. Let us, however, for the sake of argument, suppose that Mr. Russell is correct in assuming the tenant's annuity to be in all cases a permanent addition to the rent. Does he, upon this assumption, seriously hope to convince your readers that the landlord has, in each of the cases which he has quoted, acquired for 100*l.* an annuity which he could now sell in the market for a sum of from 129*l.* to 485*l.*? Does he seriously mean us to believe that such an annuity, recoverable from a tenantry whose insolvency and pauperisation he has himself been bewailing in your columns for the last three weeks—a tenantry, many of whom are repudiating all debts, and pre-eminently all debts due to their landlords—a tenantry who, in parts of the country, according to the showing of Mr. Bright, could not make a living out of their holdings, even if those holdings were given to them—does he, I say, seriously mean us to believe that such an annuity could, under any conceivable circumstances, be worth ninety-seven years' purchase? It would almost seem as if Mr. Russell had arrived at the conclusion that, because an annuity secured to the State by a first charge upon landed property in Ireland has a cer-



tain value, the same value belongs to an annuity of a like amount, secured upon improvements the permanence of which may vary in every case, and recoverable from a small Irish tenant, by means of a claim always difficult to enforce, a claim too which, far from being regarded as having a priority over other claims, is, if we are to judge from recent experience, to be postponed until every other claim has been satisfied, and every other creditor paid in full. If such an annuity be worth ninety-seven years' purchase, why, I would ask, does Mr. Russell suggest, as he has suggested in your columns, that Parliament should confer upon these very tenants the right of buying out their landlords at twenty-five years' purchase of the rentals of which these annuities, while they last, form an integral portion? Mr. Russell has been carried away by the enthusiasm which his subject provokes, and fancies himself already in that millennium which is to follow the speedy realisation of those "New Views on Ireland," which have occupied so large a space in your columns. The time may come when, under those benign influences, an annuity of 5*l.* paid (or not paid) to his landlord by an Irish cottier shall be worth 485*l.* In the meanwhile, I shall be glad to offer Mr. Russell an opportunity of acquiring at half his own price, a large sum invested in this, according to him, most desirable security. If he refuses to accept my offer, he must pardon me if I refuse to accept his figures. In any case, when



the terms upon which the landlords of Ireland are to be expropriated come to be discussed, we shall gratefully remind Mr. Russell of his liberal appreciation of the value of our incomes.

Only one word more on this part of the question. Mr. Russell speaks of complaints of insufficient payment for the work done "by the tenant." In case this shaft should be aimed at me, I take leave to observe that I was careful to ascertain the usual rates paid for labour in the neighbourhood, and to allow my tenants rates considerably in excess of these.

2. Lime.—I denied categorically in my former letter that the tenants had been forbidden, as Mr. Russell suggested, to use private kilns. Mr. Russell says that he accepts my denial unreservedly, but he proceeds to state that he has "received ample evidence that the impression exists that not only was the prohibition given, but that it was effectually enforced in several instances by the fact of the tenants' kilns being demolished by Mr. Trench's orders." My complaint of Mr. Russell is that he has collected and published "impressions" of this kind, regardless of their foundation and of the serious effects which their publication is calculated to produce. I have Mr. Trench's positive assurance that no tenants' kilns were ever demolished by his orders; numbers of them, to my own knowledge, still exist. The tenants found it more convenient to buy one load of burned lime in



Kenmare than to drag three or more loads of limestone (the equivalent) from Kenmare to their holdings, there to burn it with turf, also drawn at great expense of time and labour. Do not these facts account sufficiently for the disuse of the private kilns? There is no limestone in this district except in the neighbourhood of Kenmare, where it is to be found not only upon my estate, but upon those of several adjoining proprietors. During the whole of last winter there were two limekilns in my immediate vicinity lying idle, either of which might have been brought into use with advantage to the owners if my terms had been exorbitant. None of my tenants, as Mr. Russell supposes, paid 2s. 6d. per barrel for lime; the highest price paid by any of them has been 1s. 10d., and this was, as I pointed out in my last letter, a uniform charge over the whole estate, to parts of which the lime had to be conveyed by water at considerable expense to the landlord. I may observe that, if allowance be made for the wear and tear of the kiln, owing to the unusual amount of work done, the price charged will probably prove insufficient to cover the expenses incurred.

3. Mr. Russell's statement that upon the Iveragh Estate there have been three rises of rent in the last twenty-five years.

This statement I declared to be absolutely misleading, and I met it by showing that the rental of



the estate in question was, in 1850, 3103*l.*; in 1860, 2908*l.*; in 1870, 2956*l.*; and that it was not till 1875 that a general rise of rents took place, bringing the rental up to 3377*l.* (allowing for county cess paid by the landlord). These figures Mr. Russell ignores, while he reproaches me with not having shown in detail the inaccuracy of the twelve anonymous cases upon which he relied. I might with equal justice complain of Mr. Russell for now meeting my specific statement of facts and figures by quoting a document to which the signatures of eighty tenants have been obtained, which amounts to no more than a mere reaffirmation of the story which was told Mr. Russell on the occasion of his visit to Iveragh. The document runs as follows:—"We, the undersigned tenants of the Iveragh Estate of the Marquis of Lansdowne, having seen a letter of his lordship's in 'The Daily Telegraph,' in which he states that the description given by Mr. Charles Russell, Q.C., M.P., of the increase of rent imposed on the tenants of this estate is absolutely misleading, do hereby declare that Mr. Russell's statement is accurate, and does truly represent the history of this estate for the last thirty years." Mr. Russell and the framers of the document quoted have left unnoticed, not only my distinct statement as to the rentals, but the able letter of your correspondent, Mr. Cooke-Trench, to which I specially drew Mr. Russell's attention — a letter which demonstrated that,



according to the figures quoted by himself, his conclusions upon this point must be necessarily erroneous. I might leave this matter here, but I have no objection, since Mr. Russell desires it, to proceed a little further. In the years which immediately followed Mr. Stuart Trench's accession to the agency, in 1849, considerable concessions were, in consequence of the distress caused by the great famine, made to the Iveragh tenants, partly by abatements of rent, partly by a temporary reduction of the rental. The rental in 1850 stood at 3103*l.*, but from the above causes the tenants during the next eight years did not pay more than 2400*l.* a year, or about 6*s.* in the pound less than the old rent. When the distress had disappeared and there was no longer any occasion for continuing this reduction, it was withdrawn, though not entirely, for, until 1875, the rental never again stood as high as it did in 1850. Even the twelve cases selected by Mr. Russell do not bear out his statement that there were three rises of rent in twenty-five years. Three only out of the twelve assert that their rents were raised three times. Two speak of their having been twice raised. One "describes rises of rents as previous tenant had done." Two speak of one rise only, and three more do not mention any rise at all. In those cases where three rises of rent are alleged to have taken place the office books do not confirm the allegations of the complainants. I will take as an



illustration the first of the three cases in which three rises are spoken of. The complainant states that his rent twenty-five years ago was 10*l.*, that it was raised 3*s.* in the pound in 1855, 3*s.* 6*d.* more in 1858, and 5*s.* in the pound (subsequently reduced to 3*s.*) in 1874. This man's rent was in 1850, 17*l.* 5*s.* In the following year he received an allowance of 40 per cent., in consequence of which he paid only 10*l.* 7*s.*, which he now represents as having been his normal rent. In the following year he received an allowance of 30 per cent., and during the four succeeding years his rent was reduced to that extent, and stood at 14*l.* 18*s.* In 1856 a return was made to the old rent, which remained unchanged until the year 1874.

In a similar way, where two rises are alleged, the complainants have taken as a point of departure the payments made by them after the deductions which I have described, ignoring the abatements which they received, and treating the withdrawal of them as rises of rent, having no reference to the circumstances by which they were preceded. It is upon such evidence as this that Mr. Russell has represented me and my predecessors as having arbitrarily and unjustly increased these rents three times within twenty-five years.

Mr. Russell refers, in conclusion, to the "story of that last rent increase of 25 per cent. all round on the Iveragh tenants," and asks whether I have



“really met it.” I meet it by the simple statement that, to the best of my belief, the revised rents are reasonable, considerably below those for which land of the same quality is let by every other landlord in the neighbourhood, immensely below those for which it is sublet by the tenants themselves when they have an opportunity, and, in a word, such as no industrious farmer ought to have a difficulty in paying.

I desire once more to state that neither in this letter nor in that which I addressed to you on the 27th ult. have I attempted to travel over the whole of the ground occupied by Mr. Russell’s lengthy denunciation, but that, to the best of my belief, nearly every point with which he has dealt was adverted to by Mr. Trench or by myself in our examination before the Land Commissioners.

I cannot help regretting that, in a country where *ex parte* evidence certainly does not require less careful sifting than it does elsewhere, Mr. Russell should have collected with avidity and published without hesitation so large a mass of such evidence. I cannot also help regretting that, when he attempted to paint for your readers the portrait of an Irish estate, he should have suppressed or slurred over every feature creditable to the owner, and magnified every point calculated to disfigure the picture. I must express once more my surprise that, when he was preparing a report in which he professed to describe the terms upon which a landlord was living with his tenants, he should not



have set his foot within twelve miles of the spot on which that landlord lives.

I must apologise for the length of this letter, and

I am, Sir, your obedient servant,

LANSDOWNE.

DUBLIN, *December 14.*

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### COPY OF MR. ENGLEBACH'S OPINION.

I have carefully examined Mr. Charles Russell's figures and find them to be perfectly correct. The assumption upon which they are based cannot, however, be regarded as sound. In the case, for instance, of the supposed 5*l.* perpetual charge, which he values at 485*l.*, he has assumed that a landlord could find a purchaser at the ridiculously low rate of 1 per cent. per annum because the Government will lend to the landlord at that rate. The security to the Government is absolute, the security to the landlord is very doubtful. Before any real comparison could be drawn the relative values of the securities should be taken into account.

HAROLD ENGLEBACH.

DUBLIN, *December 14, 1880.*

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### LETTER OF LORD EDMOND FITZMAURICE.

SIR,—In your columns of the last few days there have appeared a series of letters from the pen of Mr. Charles Russell, Q.C., in which several state-



ments are contained injurious to the management of the estate in Kerry belonging to my brother, Lord Lansdowne.

I have not the slightest wish to impugn the perfect good faith of Mr. Charles Russell, but so great a proportion of the facts alleged by him are known by me—though I am myself unconnected with the management—to be inaccurate, misleading, and incorrect, that I feel myself fully justified in asking the public to regard his letters, so far as they relate to my brother's property, as being a purely *ex parte* statement, unsifted in the slightest degree, and, therefore, as a whole, unworthy of credence. It is not in any manner my intention to enter into a controversy with him upon the various small details of his long indictment, not only because, if it is necessary, I am not the right person to do so, but also because 'The Standard' of November 11, 14, and 18 contained letters from its Special Correspondent in regard to the same estate giving a totally different account from that of Mr. Charles Russell. There is another reason. My brother has been examined before the Royal Agricultural Commission in regard to his Irish estate, and the landlords, agents, and tenants of Kerry, and all who have grievances, have had a full opportunity of stating their respective views, and the facts supporting them, before the Commission presided over by Lord Bessborough. Those, therefore, who desire to hear both sides and form an



impartial judgment will soon have the best evidence before them. Meanwhile, I protest against *ex parte* statements, whether favourable or not, being accepted as unquestioned truth.

The *gravamen* of Mr. Charles Russell's letters is the inhumanity and harshness of the general management, and he calls as his principal witnesses the "Nun" of Kenmare and the Home Rule Protestant rector, Mr. M'Cutcheon. Archdeacon Higgins, however, whose evidence was confirmed from many other sources, told your contemporary's correspondent that the estate was low-rented, and "that Lord Lansdowne was one of the best landlords in Kerry, of whom it suited some people to talk disparagingly for personal purposes." I do not know if the Archdeacon meant this shaft for the "Nun" or the Rector, or for both. In either case, far be it from me to contradict him.

The successive owners of the Lansdowne property have been always perfectly aware that no agent can be infallible, and no system of estate management can be perfect. They have therefore never sought to avoid the eye of observers, and have been invariably ready to give every information in their power to those seeking it. They would gladly have afforded it to Mr. Charles Russell, and would have welcomed the impartial criticism of so distinguished a public man, especially at a difficult moment like the present. Unfortunately, as a matter of fact, Mr. Charles Russell not only heard one side only,



but also chose as his principal informants those very persons who, to use Archdeacon Higgins' phrase, "had personal purposes"; and they sought him out all the more eagerly, because a foolish report had got about in the neighbourhood that he had come down with special instructions from some mysterious quarter to make a case against Lord Lansdowne, in order to pay him off for his vote and speech on the Disturbance Bill.

This report was of course unfounded; but if I am not justified in believing the idle gossip of Kenmare about Mr. Charles Russell, neither is he justified in believing it about Lord Lansdowne and Mr. Trench. If I am to refuse to believe that the leader of the Northern Circuit could for a moment condescend to sink to the level of a common informer, on the same principle I am entitled to ask Mr. Charles Russell at least to hesitate before accepting all the wild talk and exaggerations of his friends as being the realities of Irish life. Truth is often not more easy to get at along the shores of Kerry than along those of the Bosphorus; and the same unreasonableness which now causes Irish patriots, so called, to denounce Mr. Gladstone and Mr. Forster, is simply another symptom of that same reckless frame of mind of which the indiscriminate abuse and misrepresentation of the landlords is the habitual sign. I, therefore, regret that Mr. Charles Russell should not have thought fit to use his great abilities in sifting the evidence, after hearing both



sides, instead of putting his conscience into the keeping of the "Nun," of the Rector, and Mr. Michael Cronin, the well-known Fenian agent, whose name Mr. Charles Russell, with true skill, entirely suppresses in his letters. Mr. Michael Cronin, I may mention, could have given Mr. Charles Russell far more accurate information as to the interior of Mountjoy Prison than of the office rules of the Lansdowne estate. I may add that the "Nun," by the rules of her order, which I have every reason to believe she obeys, is forbidden to go beyond the gates of the convent garden, and therefore can know nothing, except by hearsay, of what goes on upon the estate.

Perhaps, however, it is unfair to complain that an eminent lawyer on his autumn trip should, if only out of mere weariness, leave the rules of evidence behind him for domestic consumption, and, like Mr. Wemmick in 'Great Expectations,' have two characters—a Westminster or business character, and a Walworth or holiday character, with different modes of procedure adapted to each. The consequences, however, to those whom Mr. Charles Russell falls upon, when he has donned his Walworth character, are likely, as it would seem, to prove disagreeable.

In regard to the observation alleged by him to have been made to him by the "Nun," to the effect that Mr. Trench had told her that "when he saw the distress coming he told his noble master



that it would be the best thing that had ever happened to the landlords—they would have their tenants at their mercy,” I need hardly, perhaps, point out to any of your readers the *primâ facie* improbability of the story, and the still greater improbability of Mr. Trench having made such a statement to the notoriously hostile “Nun.” In any case, I venture to stigmatise the assertion of the “Nun,” if it really was made, as a cruel and wicked slander; but I cannot still help hoping that Mr. Charles Russell misunderstood Miss Cusack’s words.

One other statement I wish to notice, because it reflects on the memory of my late grandfather. Mr. Charles Russell repeats, as unquestioned truth, the old calumny that the emigration after the great famine was carried out in a barbarous fashion, and that a very large proportion of the emigrants from his property died in “New York Hospital,” where a ward in consequence came to be known as the “Lansdowne Ward.” I, on the contrary, assert that the emigration was carried out with the utmost efficiency of which the terrible circumstances of the period and the various difficulties of time and place admitted, and that it saved 3000 people from a miserable end in Ireland. Not one of these, I may mention, had been evicted. They flocked into the already overcrowded workhouse of their own accord, as they were dying of starvation on their miserable holdings, where it was practically impossible to relieve them.



As regards the "Lansdowne Ward," I not long ago asked a friend of mine, who had been connected with the relief of the famine, and since then with emigration and Poor Law work in England, to inquire carefully while in New York where the hospital was, and whether any such ward existed or had existed in it. He told me on his return that he believed the whole story was an impudent invention got up by Irish politicians for their own purposes.

I observe that Mr. Charles Russell, throughout his letters, takes Griffith's valuation as a fair standard for rent. The absurdity of this has been so often and so thoroughly exposed in your columns that I need not allude to it further, beyond noticing that Mr. Charles Russell is obliged to admit, though grudgingly, that, except near Cahirciveen, the estate is not highly rented. Your contemporary's correspondent says it is low rented.

Mr. Charles Russell says, *inter alia*, that he found the Kerry peasantry dull and deficient in humour, and his soul was consequently filled with patriotic anguish. Now, a friend of mine tells me that Mr. Charles Russell, though an Irish M.P., is in reality a Scotchman. There is a well-known saying that to make a Scotchman understand a joke you must first perform a surgical operation upon him. I should be sorry if, the next time Mr. Charles Russell visits Kerry, the playful inhabitants should consider it their duty to perform upon him any of the surgical operations now fashionable in Ireland, with a view to making him understand the humour



of the country. If they do I feel sure Mr. Trench will do his best to protect him. One of your contemporaries, I may observe, pointed out the other day that perhaps the only redeeming feature in the present gloomy situation in Ireland was that nothing seemed able to suppress the wit and humour of the people, to whatever class they belonged. My friend Professor Fawcett not long ago made some stay at Kenmare; Mr. Charles Russell can, if he chooses, ask him if he thought the population such very dull people, or considered that they were all groaning and downtrodden under a horrible tyranny.

Mr. Charles Russell further declares that his poorer witnesses exhibited signs of the most abject terror. Small blame to them, I venture to say. What must have been the feelings of these unfortunate people when they found themselves suddenly confronted with the formidable leader of the Northern Circuit, armed with his "note-book," accompanied by an active "shorthand writer," and followed by friends of the "Nun," fresh from her presence, Mr. Michael Cronin, fresh from Mountjoy Prison, and the Home Rule Rector still groaning from the consequences of disestablishment! Who shall blame the Kerry peasant if he shrunk back and at first showed no greater valour than the ancient hero when he saw advancing upon him an equally dire conjunction, "*Gorgones, Harpyiœque et forma tricorporis umbræ*"?

In one thing I agree with Mr. Charles Russell



viz. that the peasantry of Kerry are poor, though perhaps not so poor as he thinks. I attribute this mainly to the poverty of the soil, the remote character of the district, the bad methods of cultivation, and, near Cahirciveen, to habitual drunkenness. The laws relating to land, no doubt, have also, especially in the past, had something to do with it, but I think less there than elsewhere, because Lord Lansdowne's property is one of the few in the South of Ireland where the Ulster custom exists, a fact which Mr. Charles Russell slurs over, in the same way that he suppresses the large sums spent on the estate in improvements of a permanent character and upon schools, since 1845, and upon relief works. Mr. Charles Russell, however, is of opinion that the poverty is all the fault of the landlords, and in this he is not peculiar, for I see in the Irish papers every day that the landlords are to be exterminated. Be it so. When the hour of confiscation arrives I intend to propose that the Barony of Iveragh, about which Mr. Russell is so very eloquent, but whither it does not appear that he went in person, shall, with the corresponding title, be conferred on him for his eminent public services. When he has been in occupation of the Barony a few years, I, Sir, shall ask you to appoint me your Special Correspondent, and if I find that the new law-lord has not made the peasantry of Ireland as rich as Henry IV. wished that of France to be, if he has not caused the boulder-stones of the mountains to grow turnips,



and has not turned every sow's ear in Kerry into a silk purse, I shall hold him up to public hatred as a rack-renter, a tyrant, and an exterminator.

I am, Sir, yours obediently,

EDMOND FITZMAURICE.

*November 18.*

P.S.—I may add that Mr. Charles Russell's assertion that no branches of the Land League exist in Kerry is as accurate as most of his other statements.

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*To the Editor of THE DAILY TELEGRAPH.*

SIR,—I am anxious to say a few words in reply to the letter of Mr. Charles Russell which appears in your columns of to-day, so far as it relates to myself.

Mr. Charles Russell complains that my reply to him, in your columns of November 19, contained very little "real contradiction in fact." I may observe, however, that I expressly stated that that reply was in no manner intended as a detailed answer to the various points of Mr. Russell's indictment, and that such answer would, if necessary, come more naturally from some person actually concerned with the Lansdowne estate management, which I am not. Since then the answer has appeared. But I was anxious, I said, pending its



appearance, to appeal to your readers to suspend their judgment on the facts alleged by Mr. Russell, and meanwhile to regard his letters as an *ex parte* statement only, founded on the evidence of persons notoriously hostile to the estate management, and, for various reasons, not free from personal bias. I also noted that Mr. Charles Russell had failed to mention such important points as the existence of the Ulster custom and the large sums spent by the owner in permanent improvements, which, with similar facts, ought to have been mentioned in what purported to be a complete view of the property and its condition.

I am quite willing to leave it to the common sense of your readers to judge whether, in his letter of to-day, Mr. Russell says anything to impugn the justice of my appeal. He observes, for example, that Lord Lansdowne has before now called on the Nun of Kenmare, and that Mr. M'Cutcheon is a "manly gentleman." I quite agree; but I do not see how these facts by themselves make the Nun and Mr. M'Cutcheon's testimony on the several points in question irrefragable. What I said in my former letter was, that there were well-known circumstances which should have made anybody, but especially an eminent lawyer like Mr. Charles Russell, very careful as to how far he accepted that testimony, except *cum grano*. As to Mr. Michael Cronin, the ex-Fenian, I do not see how the fact of his having been appointed secre-



tary to the Relief Committee proves much as to his trustworthiness on the points at issue, seeing that the conduct of Mr. Trench in regard to the distress is one of those very points. However, I am quite willing to accept Mr. Russell's assurance that he is a respectable man, and drives a gig.

On three points not immediately connected with the present estate management, I did offer some detailed observations in my last letter. I contradicted the statement circulated by the Nun of Kenmare against Mr. Trench in regard to a cruel and cowardly statement alleged to have been made by him about the distress. Mr. Charles Russell points out that I inadvertently misquoted his letter when I said the above statement had been made by the Nun to him. I ought to have said that Mr. Charles Russell was quoting from a printed paper. The only difference that I can see that this makes is that Mr. Charles Russell is responsible for the assertion, which I did not venture to make, that the Nun of Kenmare has been guilty of publishing a libel.

Mr. Charles Russell wants to know who circulated the report that he had been sent down by the Government. As I was at Constantinople when he was at Kenmare, I am really unable to tell him; but I should think the same sort of foolish people who told him that Lord Lansdowne had never visited his Iveragh estate since 1868, and many other absurd stories of a similar character. I must



observe, however, that in my former letter I expressed my own utter disbelief of his having been sent down by anybody; and I only alluded to the story in order that the public might understand that the evidence of hostile witnesses naturally gravitated towards him in consequence.

Mr. Russell quotes a letter from Mr. Eugene O'Connell, asserting that in the New York Hospital in Duane Street—now most conveniently pulled down—there was a ward called “the Lansdowne Ward, which was as well known to New Yorkers as Lansdowne Road to Dubliners.” I do not see how this disproves my statement, founded on the careful inquiries mentioned in my previous letter, that no such ward had ever existed which had been *bonâ fide* so called in consequence of the emigrants from the Lansdowne estate in Kerry “dying in it like flies,” owing to the neglect with which the emigration was conducted, and that the story to the above effect was the invention of Irish politicians. I hope Mr. Eugene O'Connell does not mean to imply that Lansdowne Road in Dublin is so called to commemorate some other iniquity perpetrated by my ancestors, because if he does I must ask the Dublin Corporation at once to apply the precedent of Carlisle Bridge, and rebaptise the Lansdowne Road by the name of some eminent patriot. I hardly venture myself to suggest a name, but I shall communicate one privately to the Lord Mayor, if I get an opportunity.



In regard to the emigration question generally, I quite admit that Mr. Russell's letters attacked the late Mr. W. S. Trench more directly than my late grandfather; but I venture to think that the censure in reality came home to my grandfather, and that I was justified in so treating it. It is surely no strained or technical application of the law of principal and agent to say that if my grandfather first appointed a hard-hearted and reckless agent, whose conduct caused the horrors alleged to have occurred, and then retained him in his service, notwithstanding the evidence of these horrors, the responsibility must attach to him, and him alone, and that the praise or blame of the whole business must in consequence be borne by the principal, and cannot be shuffled off on the agent.

I regret that Mr. Russell should consider my postscript to the effect that his statement that there were no Land League branches in Kerry "hardly courteous, and wholly erroneous." I can assure him no discourtesy was intended, but my statement was not in substance erroneous. Mr. Charles Russell explains that the Land League branches in Kerry have been formed since his visit; but I have every reason to believe that they existed in embryo during his visit, and that in Kerry, as elsewhere, existing organisations were in October and November last turned by a simple and easy alteration of title into League Branches, and consequently that



Kerry was not a district in which discontent had no public voice.

I would desire to add that the testimony of Archdeacon Higgins to the good management of the property quoted by me, and now alluded to by Mr. Russell as the testimony of "one" person, was expressly stated by the correspondent quoted to have been confirmed from other sources. Since I last wrote, I have referred to the interesting letters of Mr. W. O'Connor Morris, 'The Times' correspondent of 1869-70, since re-published in a separate shape. The book well repays perusal, even at the interval of ten years. It is calm and judicious in tone, careful and just in its appreciation of facts, and there are many things in it which even now both landlord and tenant might do well to consider. Speaking of the management by Mr. Trench, of my brother's property in Queen's County, he says: "I have heard nothing but commendation, and that from persons of all classes, with respect to the relations of Lord Lansdowne and his tenantry;" and he speaks of Mr. Trench as an "able and honourable man." I would venture to ask your readers if it is probable that the same landlord and agent are good managers in Queen's County and bad managers in Kerry? But what does Mr. W. O'Connor Morris say of Kerry? While making some criticisms, he expressly states that he found the relations of landlord and tenant "more gracious" than any-



where else in the districts he had visited ; and he gives at considerable length the reasons for this state of things. They are reasons creditable alike to landlord and to tenant, and, inadvertently, Mr. Russell has himself borne witness to the fact, for in his account of Cahirciveen and Iveragh—in your columns of the 17th ult.—he relates how, some time ago, a report, totally false, was spread that the property was to be sold, and thereupon the tenants assembled. Was it to light bonfires and to welcome the day of deliverance? No. I quote the words of Mr. Russell's own informant. With one accord they said, "For God's sake, don't sell the property." It was through fear of the "gombeens," says Mr. Russell. Yes, and if the members of the Land League could be classified, it would astonish many people how many "gombeens," how many usurious shopkeepers, and how many whisky-sellers would be found on the branch committees.

In conclusion, Sir, I have to apologise for having trespassed at such length on your valuable space. I can assure your readers that nobody can regret more than myself the necessity I have been under of doing so. Personal controversy is always disagreeable. It is doubly so when it involves the vindication of the memory of the departed, as well as of the character of the living. Further, it is altogether against my own wish or inclination, that I am engaged in an argument with another



Liberal M.P., with whom I would much prefer to be co-operating in this hour of Ireland's, and also of England's, difficulty, in finding some way out of the existing troubles, rather than be engaged with him in a contest on the field of adverse argument. And I say this with the less hesitation in regard to Mr. Charles Russell, because I was one of those who looked to the Liberal victories in the North of Ireland at the last election, including Mr. Charles Russell's, as affording, perhaps, better hope than we had had for some time past, of the rise of a reasonable party in Ireland, sincere in its desire for reform, yet not hostile to the Union. I should be sorry to think I was mistaken in the estimate which I had formed, and that public interests are going to be lost sight of in the murky atmosphere of private discontents and recrimination. Meanwhile, the only course open to those against whom the floodgates of misrepresentation have been opened, is to appeal to the sense of justice and fair play of their fellow-countrymen. In England that appeal is never made in vain.

I am, Sir,

Yours obediently,

*December 8th.*

EDMOND FITZMAURICE.

P.S.—Since writing the above, I have seen the correspondence in two of your contemporaries of to-day.\* I would call Mr. Russell's attention to these

\* 'The Daily News' and 'The Standard.'

remarkable letters. In regard to Kerry, one of them thus sums up his observation; he says: "He saw in it improving landlords, with moderate rentals, keeping a strict hand on their tenants, but ready to hear and remedy all grievances of a tangible nature." \*

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*To the LORD EDMOND FITZMAURICE.*

DEAR LORD EDMOND,—I see that Mr. Charles Russell impugns your statement, made on my authority, respecting the non-existence of the so-called "Lansdowne Ward" in New York.

When I visited America in 1871, on emigration business, my attention was called to a correspondence in the Irish newspapers respecting the late Mr. W. J. Trench and his book on Ireland. It was there asserted that Mr. Trench, acting as agent for your grandfather, had promoted the emigration of a large number of people from Co. Kerry during the famine of 1846-47, who had been shipped off with great inhumanity, and in such miserable health and condition, that they were attacked with famine-fever during the voyage to America, and landed at the immigrants' depôt at New York in a state of black fever. Further, that the pestilence was so bad that it had necessitated the establishment of a separate ward, called the

\* 'The Standard.'



“Lansdowne Ward,” which “existed to that day.” Now my work took me frequently to the immigrants’ depôt at Castle Garden, and I instituted special inquiry with the heads of departments there respecting the truth of this story. I was assured by all that it had no foundation in fact, that they had no record of immigrants arriving in the state described, and that there certainly was not then, and never had been, a ward in that establishment called the “Lansdowne Ward.” I further inquired whether the story could have reference to any hospital or other establishment in the city of New York, and was convinced this could not be. All immigrants pass through the depôt—which is an isolated establishment—and the officials had no record of passing people on to any other establishment in the state described. It is incredible that it would have been permitted by the authorities. I observe that a Mr. Eugene O’Connell, “a New Yorker by birth,” states that there was such a ward in the “New York Hospital, pulled down twelve years ago,” and that “any resident of there” (*sic*) can bear out his statement. All I can say is that as it is admitted that this hospital existed to within two years of my own inquiry, it is strange that the Castle Garden officials should know nothing of it. If there was a “Lansdowne Ward” in such a “hospital,” you may rely on it the name was given for some other cause. My own inquiry leads to the conclusion that the whole

story is a fabrication, and that the "Lansdowne Ward" is shifted about as occasion requires.

I may add that, as you are aware, I acted as secretary to the Irish Famine Relief Committee during the whole period of the great famine, 1846 to 1849, and that I was therefore interested in this story, for certainly I had never then heard of the "inhumanity" of the late Lord Lansdowne with reference to his famine emigration.

I remain, dear Lord Edmond,

Yours very faithfully,

J. STANDISH HALY.

4, PUMP COURT, TEMPLE, *December 13th.*

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Although the following letter does not relate to my controversy with Mr. Russell, but to the management of an estate in another county, I think it worth printing on account of the manner in which it exposes a reckless and utterly unfounded charge.

## LORD LANSDOWNE AND HIS TENANTS.

*To the Editor of THE FREEMAN.*

21, LOWER FITZWILLIAM STREET, DUBLIN.

SIR,—‘The Freeman’ of the 22nd inst. contains a report of the proceedings of the Limerick Land League at a meeting held on Saturday last. On



that occasion four of Lord Lansdowne's tenants were added to the committee, and statements appear to have been made which, in justice to Lord Lansdowne, I think, call for some observations on my part. Mr. Kennedy, one of the tenants in question, stated that the "grandfather of the present marquis used to allow, and even aid his tenants to build, but the landlord of the property now would not allow them to build." It is not the case that Lord Lansdowne has ever refused to allow his tenants to build. As for the tenants Patrick Hartigan, Richard Kennedy, and James O'Halloran, who appear to have taken a part in these proceedings, I have to observe that within the last five years they, as well as two other tenants, asked to have their dwelling-houses added to and improved and good farm offices built, which was done for them, principally under loans from the Board of Works, each tenant consenting to pay 5 per cent. interest on the amounts so advanced. In O'Halloran's case his dwelling-house, which was bad, was remodelled and added to, and some out-offices which he required were built. Patrick Hartigan's dwelling-house was also remodelled and added to, and good ranges of offices erected, he himself being allowed to take the contract for the work; and for Richard Kennedy some excellent offices were erected. It was further stated by him and other speakers that the tenants are "crushed," and "if a tenant on the

property is not able to pay the rent he is at once thrown out on the road." As to this, I beg to state that not a single case of eviction has occurred on the property since Lord Lansdowne succeeded to the estate, and in the cases of O'Halloran (one of the complainants) and Mullins the greatest indulgence has for a long time been extended, in order to enable them to tide over difficulties partly of a private character. Both are at this moment heavily in arrear. In every instance in which a tenant has asked for or seemed fairly to require time it has always been given. As to the statements made that the rents are extreme or rack-rents, it is only necessary to state that the tenants are paying the same rents that they paid about thirty-five years ago when prices of all agricultural produce were far lower than now, and that none of the tenants' rents have been increased save in one instance, and this tenant has received an abatement from his rent.

I am, Sir,

Your obedient servant,

THOS. C. FRANKS.