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*THE PLAN OF CAMPAIGN.*



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THE  
PONSONBY ESTATE.

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PUBLISHED BY THE LIBERAL UNION OF IRELAND,  
48, DAME-STREET, DUBLIN.

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# THE PONSONBY ESTATE,

AND THE

## PLAN OF CAMPAIGN.

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THE interest of the agrarian strife in Ireland has for some time been principally centred on the Ponsonby Estate, and on the developments which have followed from the adoption, by the tenants, of the Plan of Campaign in the autumn of 1886. Prior to that date the relations between the landlord and his tenants had been satisfactory. The rents had been well paid, and evictions practically unknown.

After the defeat of the Home Rule Bill, and the General Election of 1886, things in Ireland were quieting down, and landlords and tenants were coming to amicable arrangements. It therefore became necessary for the Parnellites to devise some means of keeping the agitation alive, and the Plan of Campaign was inaugurated with the express object, as it would seem, of stirring up strife between landlord and tenant, and, in the words of Mr. J. E. Redmond, M.P., of making British Government in Ireland impossible. It has been constantly asserted that the Plan of

Object of the  
Plan of Cam-  
paign.

Campaign was brought about by the rejection, in September, 1886, of

### **Mr. Parnell's Tenants' Relief Bill.**

Not caused by the rejection of Mr. Parnell's Tenants' Relief Bill.

This Bill, however, only embraced a limited number of tenants, namely, those who had had judicial rents fixed from 1881 to 1884, together with certain leaseholders; and three-fourths of the tenants on the Ponsonby Estate would have received no relief whatever under it. If, therefore, they were obliged to adopt the Plan of Campaign in self-defence, the necessity would have been equally great had that Bill become law.

### **The Ponsonby Property**

was selected as one of those on which this combination should be established. It was doubtless chosen as a large and representative estate in the South of Ireland, a victory on which would produce a great effect on the surrounding country; and as the owner was supposed to be heavily incumbered, it was expected that he would fall an easy victim.

It is scarcely necessary to state that the methods employed by those who interfered between Mr. Ponsonby and his tenants—namely, the Plan of Campaign, and Boycotting, which is its special instrument—have been condemned by the Courts of Law as illegal, and by the Pope as sinful and immoral.

### **The Plan of Campaign**

Definition of the Plan of Campaign.

was defined by Chief Baron Palles, in his charge to the jury in the case of *Blunt v. Byrne* on

the 18th of February, 1888, in the following terms:—

‘As I understand it, its object is that the tenants on each estate shall assemble, and themselves determine what, in their opinion, is the fair rent they should pay, and that the moment that that is determined, no tenant is to have any option in reference to the payment of a larger sum. He must pay that sum only, and no larger sum; and if the smaller sum is refused by the landlord, the tenants, as a body, are to place the amounts which they would have paid to their landlords, had they been accepted, in the hands of secret trustees, who are to apply those sums not for the benefit of the landlord but for that of the tenants upon the estate who are to be evicted.’

It is clear that, under the Plan of Campaign, one party to a contract is to determine how much of that contract he will perform. It has been endeavoured to establish its similarity to Trade Unionism; but there is no analogy between the two cases. A Trade Union strike has reference to the price to be paid for labour which is to be rendered in the future, and if terms are not agreed upon, the workmen sever their connection with their employers after fulfilling existing contracts; while, if they leave their employment without fulfilling such contracts they incur heavy penalties. Under the Plan of Campaign, on the other hand, the tenants repudiate payment of rents which have accrued due for the land of which they have had the use, and further refuse to give up possession of the land. It is therefore a combination directed against the fulfilment by the tenants of contracts, of which they have had the benefit.

Difference  
between it  
and Trade  
Unionism.

The matter came before the Court of Queen's Bench in December, 1886, and

**Mr. Justice O'Brien,**

who had been raised to the Bench by Mr. Gladstone in 1882, in his judgment, delivered on the 11th of that month, said :—

‘ But this is a combination that seeks to carry out its object, amongst other means, by removing rents from the power of those who are to pay and those who are to receive them by placing them in other hands, subject to loss and waste and risk, and by *devoting these rents to other and entirely different objects from the performance of the contracts to the faithful performance of which, in justice and in right, they were subject.* The law admits no doubt as to the character of that organization. It is *clearly, distinctly, and absolutely illegal*, and no kind of doubt whatsoever can be entertained on the subject. . . . *Upon all principles known to the common law, and in accordance with all the decisions under the common law, it is illegal.*’

**Chief Baron Palles,**

a judge whose legal authority and impartiality are alike unquestioned, and who, after serving Mr. Gladstone both as Solicitor and Attorney-General, was also raised to the Bench by him, in the case already referred to, expressed himself thus :—

‘ Gentlemen, in answer to the application which has been made to me on behalf of the defendant, it is my duty to tell you that, in my opinion, a combination for the purpose of carrying out what is called in that paper (i.e. *United Ireland*, October 23, 1886) the “ Plan of Campaign,” as explained by the speeches to which I shall afterwards call your attention, is *essentially an illegal Association*; that any meeting for the purpose of promoting it is in law an illegal Association; that the Crown, or any magistrate, has the power to disperse any meeting called for that purpose; and that when a magistrate has notice of such a meeting it is his duty to do all that in him lies to prevent, or if necessary to disperse it. And

further, I state now deliberately, and without any reservation, that the Plan of Campaign, as developed in the document of the 23rd of October, and as explained by the speeches at the meeting of the 17th of October . . . is in its essence *against the spirit of personal liberty*, and is *against the law of this realm*, and that *anyone taking part in it, aiding it, promoting it, calling a meeting for the purpose of supporting it, is guilty of an offence for which he may be made criminally responsible.*

—(Charge of Chief Baron Palles to the Jury in *Blunt v. Byrne*, February 18th, 1888, 'Parl. Paper,' c. 5401.)

The condemnation pronounced by the Pope was equally emphatic. Monsignor Persico, an ecclesiastic of conspicuous ability, visited Ireland as his special envoy in 1887. He made a prolonged inquiry, in the course of which he had the fullest opportunity of hearing all that was to be said on behalf of the Nationalists and their methods; and as the result of his report,

Condemnation by the Pope.

### a Papal Rescript

was issued in April, 1888, which ran, in part, as follows:—

'Our Holy Father, Leo XIII., fearing lest in that species of warfare that has been introduced amongst the Irish people into the contests between landlords and tenants, and which is commonly called the Plan of Campaign, and in that kind of social interdict called Boycotting, arising from the same contests, true sense of justice and charity might be perverted, ordered the Supreme Congregation of the Inquisition to submit the matter to serious and careful examination. Hence the following question was proposed to their Eminences the Cardinals of the Congregation:—"Is it permissible in the disputes between landowners and tenants in Ireland to use the means known as the Plan of Campaign and Boycotting?"

'After long and mature deliberation, their Eminences unanimously answered in the negative, and the decision was

confirmed by the Holy Father on Wednesday, the 18th of the present month.

‘The justice of this decision will be readily seen by anyone who applies his mind to consider that *a rent agreed on by mutual consent cannot without violation of a contract be diminished at the mere will of the tenant*, especially when there are *tribunals appointed for settling such controversies*, and reducing unjust rents within the bounds of equity, after taking into account the causes which diminish the value of the land; *neither can it be considered permissible that rents be extorted from tenants, and deposited in the hands of unknown persons* to the detriment of the landowners.

‘Finally, it is *contrary to justice and charity to persecute by a social interdict* those who are satisfied to pay the rents they agreed to, or those who in the exercise of their right take vacant farms.’

Apart, moreover, from questions of legality and morality, the

#### **all-round Abatement**

demand under the Plan of Campaign is clearly inequitable, proceeding, as it does, on the unwarrantable assumption that all the rents on a given estate are on precisely the same basis. The reduction demanded is such as, in the opinion of the Plan of Campaign leaders, would meet the case of the most idle and improvident tenant, and is consequently excessive and unfair when applied to the whole estate.

#### **Mr. Dillon,**

who is the reputed author of the Plan of Campaign, has openly boasted that he can point to

**‘men who can pay and will not pay**

—because I tell them not to pay—men who avow they can pay, but refuse to pay, because they are in the Plan of Campaign.’—(*Freeman's Journal*, January 24, 1887).

**The Ponsonby Property,**History of the  
Ponsonby  
Estate.

situated in the county Cork, consists of 10,571 acres. A fair proportion of the land is of good quality. The estate is well opened up by public roads, and is near to good markets and the seaport town of Youghal. It has, moreover, direct railway communication with the city of Cork, which is only about twenty miles distant.

At the time of the adoption of the Plan of Campaign the rental of that portion of the estate, which was the subject of negotiations for sale to the tenants, was £7,060, and its valuation for the purposes of taxation was £6,354. In addition to this Mr. Ponsonby held in his own hands 700 acres, and was in receipt of perpetuity and accommodation rents amounting to £400 per annum. The number of tenants on the estate was 237.

Mr. Ponsonby inherited the property in 1867, and during the succeeding years

**expended large sums in Improvements.**

A careful examination of the estate books shows that, from 1869 to 1874 the sum of £10,779 19s. was laid out on the property by the landlord, of which £5,025 was borrowed from the Board of Works. Some of this was expended by Mr. Ponsonby on land and buildings in his own occupation, thereby giving a large amount of employment in the neighbourhood. In the year 1880, when there was some distress in Ireland, Mr. Ponsonby borrowed a further sum of £560 from the Board of Works

under the Relief of Distress Act (1880), which was also expended in labour on the estate.

For some time he resided for a portion of every year on the estate, and has always been well acquainted with the circumstances and condition of his tenants. The rents had not been raised within the memory of the oldest person connected with the estate prior to 1872, when a re-valuation was made; the result being that the gross rental remained practically the same, though some alterations, up or down, were made in individual cases.\* After this valuation the landlord offered every tenant on the estate a 31 years' lease, but only 25 accepted his offer.

It has been stated, in a pamphlet written by Canon Keller, that these leases were forced upon the tenants by threat of eviction. If that were so they could have availed themselves of the 21st section of the Land Act of 1881 for the purpose of getting them set aside, and having fair rents fixed.

This section provides that,

... 'in any case in which the Court shall be satisfied that, since the passing of the Landlord and Tenant Act (Ireland), 1870, the acceptance by a tenant, from year to year, of a lease of his holding containing terms which, in the opinion of the Court, were at the time of such acceptance unreasonable or unfair to the tenant, having regard to the provisions

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\* Had this valuation been acted on in its entirety, the rents would have been raised by £517 17s. 9d.; but rents were only actually raised under it to the extent of £252 9s., spread over fifty-three holdings, while they were lowered in twenty-one cases to the extent of £74 15s. 9d.; the net increase in the rental being only £178 14s. 3d. It must be remembered that, prior to this increase, the landlord had expended a very large sum on the estate. In a few other cases there was an addition of rent where land was added to the holdings.

of the said Act, was procured by the landlord *by threat of eviction* or undue influence, the Court may' . . . 'declare such lease to be void.'

According to Canon Keller this was attempted in one instance, but the case was not established. This case was that of Mrs. Mahony, of Park, who endeavoured to get her lease set aside under this section. Both she and Mr. Ponsonby were examined and cross-examined, with the result that the Court upheld the lease.

Seventy tenants out of a total of 237 served originating notices under the Land Act of 1881 during the five years following the passing of the Act; but

only 27 actually went into Court, the average reduction being  $12\frac{3}{8}$  per cent.; while 18 had fair rents fixed by agreement out of Court, the average reduction being  $12\frac{7}{8}$  per cent.

#### An Abatement

of 20 per cent. on non-judicial, and 10 per cent. on judicial rents, was allowed by Mr. Ponsonby in 1885, and was again offered in October, 1886, when the rents due the previous March were called for. Mr. Blakeney, the agent, was further authorized to give

In October 1886, the Landlord offered abatements of 20 and 10 per cent.

#### a clear Receipt

to all who paid a year's rent less that abatement, the effect of which would have been to wipe out between £5000 and £6000 of arrears, which had accumulated since 1881.

It has been attempted to make some capital out of Mr. Blakeney's statement to Mr. Healy, M.P., at the Wicklow Assizes, in July, 1889, that he did not communicate the latter offer to the

tenants. Mr. Blakeney, however, explained that he did so in some cases where he had the opportunity, but that he was unable to do so generally, as the tenants had already joined the Plan of Campaign, and would not come near him. This explanation is borne out by the following extract from the Rules of the Plan of Campaign :—

‘Everyone present should pledge himself to abide by the decision of the majority; to hold no communication with the Landlord or any of his agents except in presence of the body of the tenantry; to accept no settlement for himself which is not given to every tenant on the estate.’—(*United Ireland*, October 23rd, 1886.)

Mr. Blakeney was also instructed to take any **special cases into consideration,**

and to make a larger abatement where necessary; but the exercise of such power was likewise prevented by the adoption of the Plan of Campaign.

The tenants  
demanded 35  
and 25 per  
cent.

The meeting at which this combination was adopted was attended by Mr. Lane, M.P., and Dr. Tanner, M.P., and by their advice it was determined to demand reductions of not less than 35 and 25 per cent. on non-judicial and judicial rents respectively.

#### **Liberality of Landlord's Offer.**

Under the Act of 1887, the Land Commissioners were bound to vary, for the three following years, the rents which had been judicially fixed from 1881 to 1885 inclusive, in accordance with the change in prices in different districts. The reduction decreed by them in 1887 on judicial rents, as affecting the Ponsonby estate, averaged 9 per cent., which goes to show, that Mr. Ponsonby's offer of an

abatement of 10 per cent. on such rents, made in November 1886, was a fair one, and that the reduction of 25 per cent. on such rents, demanded under the Plan of Campaign, was exorbitant. Similarly, Mr. Ponsonby's offer of an abatement of 20 per cent. on non-judicial rents, the average reduction made on his estate in cases where the rents had been revised by the Courts having been  $12\frac{3}{8}$  per cent., was eminently a fair one, while the abatement of 35 per cent. demanded by the tenants was as clearly excessive.

Independently of this, however, a landlord cannot submit to the principle of the Plan of Campaign, under which the tenants are to pay only so much of their rents as they or their advisers may choose. Otherwise they might increase their demands year by year to any extent; and

**Mr. Matthew Harris, M.P.,**

has told them that, under the Plan of Campaign, they would be able to 'first take one slice' off the rent, 'and then a second slice,' 'and we will keep slicing it till nothing remains.' (Speech at Keadue.—Report of Conspiracy Trials, *Daily Express*, Feb. 19, 1887.) Under such circumstances the landlord is clearly driven to make a stand for the defence of his property.

Mr. Ponsonby, however, availed himself of every opportunity which offered of effecting a settlement with his tenants, but found

**his efforts systematically thwarted**

by those who were determined that no settlement

should be arrived at which could not be paraded as a triumph for the Plan of Campaign.

In November, 1888, Mr. Brunker, a former agent, who had always been on the most friendly terms with the tenants, visited the estate, with the object of endeavouring to bring about a settlement, either on the basis of payment of rent or sale.

Negotiations  
for sale.

Mr. Brunker was referred by the tenants to Canon Keller as the person through whom any proposals were to be made; and after prolonged negotiations Mr. Ponsonby authorized Mr. Brunker to accept as a minimum the sum of £110,000, net., the Government charges to be redeemed by the several purchasers. Canon Keller, on the 21st of January, 1889, submitted an offer amounting to a gross sum of £106,254, from which, however, he claimed to make certain deductions, reducing the amount to £104,500, and to throw upon Mr. Ponsonby the redemption of the Government charges. The capitalized value of those charges as affecting the lands proposed to be sold being not less than £16,000, this offer only represented a net sum of £88,500 to be received by the landlord, instead of the sum of £110,000, which Mr. Ponsonby was willing to accept.

Mr. Ponsonby  
offered to sell  
for a net sum  
of £110,000.  
The tenants'  
offer only  
amounted to  
£88,500.

#### The difference between the parties

was therefore one of over £20,000, not of £4000 or £5000, as has been so frequently asserted.

Canon Keller denies that there was any such difference, and maintains that when Mr. Brunker,

on behalf of Mr. Ponsonby, came down to the figure of £110,000, it was understood that the Government charges were to be redeemed out of that sum by Mr. Ponsonby. That this is not so is clear from a telegram sent by Mr. Brunker to Mr. Ponsonby, on the 19th of January, 1889, from Youghal, informing him that he had offered to accept £110,000, and in which he said that Canon Keller had raised the question of the charges, but that he (Mr. Brunker) had not given way upon that point. This is confirmed by an extract from a letter written to Canon Keller by Mr. Brunker, on the 6th of July, 1889, in which, referring to his interview with Canon Keller on the 18th of January, he says that the latter raised the question of the charges, and that he replied that he had looked upon those charges 'as intended to remain incident on the holdings, and must continue to do so until otherwise instructed.'

Another month having elapsed, during which various communications passed between the parties, without any result being arrived at, Mr. Brunker informed Mr. Ponsonby, that he must be prepared to give a definite reply to Canon Keller, without further delay. Mr. Ponsonby having consulted the trustee of his estate, the following telegram was, on the 22nd of February, 1889, sent to Mr. Brunker:—

'Having fully considered offer made by Canon Keller, and the sum being so far below price named by Mr. Ponsonby, trustee cannot advise him to accept.'

Mr. Ponsonby had at that time received no rent for nearly four years, the total sum due

to him being over £30,000, while he was at the same time liable for all the charges on his estate. If through inability to hold out any longer he had been obliged to accept Canon Keller's terms, Mr. Ponsonby would have been forced to sell his property for a sum far below its value.

The Parnellites are never weary of affirming that a settlement had been almost arrived at, when Mr. Smith-Barry interfered to prevent it, for the purpose of exterminating the Ponsonby tenants.

So far from this being the fact, Mr. Smith-Barry, and those acting with him, only promised their assistance on condition that Mr. Ponsonby would make another offer to the tenants, which would give them an opportunity of settling on

**the most Liberal Terms.**

In pursuance of this condition, Mr. Ponsonby, on the 5th of April, 1889, caused circulars to be sent to each individual tenant, of which the following is an example, the instance given being that of a Non-judicial Tenant, whose rent was £100 a-year:—

Liberal offer  
to tenants for  
settling on  
basis of—  
(1) payment  
of rent,

**OFFER I.—RENT.**

<b>Your Annual Rent is</b>	£100 0 0
<b>Your Rent and Arrears, to the 25th March,</b>	
1889, amount to,	£400 0 0

If, before the 1st of May, 1889, you pay the sum of £80, the landlord will join with you in fixing the rent of your holding at £80, under a Judicial agreement, and will not require payment of the arrears due if you pay 3 per cent. per annum on the sum of £240, being the proportion of your arrears on which interest at that rate will be charged.

Should you consider it probable that you would obtain more advantageous terms from the Land Commission, and if you pay the sum of £80 before the date named, and now apply to have a fair rent fixed, the landlord will not require payment of the arrears due to the 25th March, 1889, if you pay 3 per cent. thereon. He will also be prepared to regard any reduction which may be made in your rent as retrospective; so that the interest referred to will be calculated on the abated rent, and not on the actual amount of arrears due.

Or, **OFFER II.—PURCHASE.**

(2) Purchase.

Your Annual Rent is . . . . .	£100 0 0
Your Rent and Arrears, to the 25th March, 1889, amount to . . . . .	£400 0 0

If, before the 1st of May, 1889, you pay the sum of £80, the landlord will agree to sell your holding to you, under Lord Ashbourne's Act, for a sum on which the future instalments will be £68 a-year, instead of your present rent of £100.

By this means all balance of arrears due by you to the 25th March, 1889, will be forgiven, and on payment for forty-nine years of the instalments, at the reduced rate of £68 a-year, you will be absolute owner of your holding, free of rent.

The following is an example of the terms offered to Judicial Tenants:—

**OFFER I.—RENT.**

Your Annual Rent is . . . . .	£100 0 0
Your Rent and Arrears, to the 25th March, 1889, amount to, . . . . .	£400 0 0

If before the 1st May, 1889, you pay the sum of £100, the landlord will not require payment of the arrears due if you pay 3 per cent. per annum on the sum of £275 10s., being the proportion of your arrears on which interest at that rate will be charged.

Or, **OFFER II.—PURCHASE.**

Your Annual Rent is . . . . .	£100 0 0
Your Rent and Arrears, to the 25th March, 1889, amount to . . . . .	£400 0 0

If before the 1st May, 1889, you pay the sum of £100, the landlord will agree to sell your holding to you, under Lord Ashbourne's Act, for a sum on which the future instalments will be £76 a-year, instead of your present rent of £100.

By this means all balance of arrears due by you to the 25th March, 1889, will be forgiven, and on payment of forty-nine years of the instalments, at the reduced rate of £76 a-year, you will be absolute owner of your holding, free of rent.

A careful examination of the above circular can hardly fail to convince any open mind that

**these terms were Liberal in the Extreme,**

and gave the tenants every opportunity of extricating themselves from their unfortunate position.

Liberality  
of Mr.  
Ponsonby's  
offer.

If they had availed themselves of the offers of purchase which it contained, not only would they have obtained reductions in their annual payments of 32 and 24 per cent., according as their rents were respectively non-judicial or judicial, and become absolute owners at the end of 49 years; but in addition to this, no less than £21,800 of arrears would have been wiped out.

The Nationalists have professed to ridicule the proposals, and have declared that they were only made in order to be rejected. They have at the same time either carefully abstained from stating what the terms of the proposal really were, or have altogether misrepresented them.

For instance, at a meeting of the Youghal

Branch of the National League, on the 11th of April, 1889,

**Canon Keller**

said he had never read anything 'more astounding' than this Circular; and referring to its terms said that in it Mr. Ponsonby would 'allow no reduction on the arrears,' whereas Mr. Ponsonby's offer

**expressly provided for the reduction of such arrears**

by whatever amount the Land Commission might reduce the rents. He also stated that Mr. Ponsonby refused to give the judicial tenants even the reduction they were entitled to under the Act of 1887—a statement which is wholly incorrect.

After this explanation of the terms of the circular by Canon Keller, the following resolution, which was said to have been passed at meetings of the Ponsonby tenants during the previous week, was adopted:—

'That having read the terms of settlement offered to us in the recent circular issued by the Land Corporation, acting as Mr. Ponsonby's agent, and considering that the conditions demanded of us by those terms are considerably in advance of those promised or offered by Mr. Ponsonby, and quite recently by Mr. Brunker on his behalf, and considering also that from the preposterous terms now required, the evicted tenants and caretakers are excluded—Resolved, that we indignantly regard the terms now offered as insulting and ridiculous; that we cannot believe they were made with any serious hope that they could be accepted by us; that so far from increasing our previous offer, we believe it would press severely on several among us; and that, come what will, we are determined to stand by, and never abandon our evicted comrades.

When it was brought to Mr. Ponsonby's notice that one of the chief objections to his

offer raised by Canon Keller was, that it did not embrace

Same terms  
extended to  
evicted ten-  
ants.

**the Evicted Tenants and Caretakers,** he directed that the same terms should be extended to them also—provided they agreed to pay the legal costs which their action had occasioned; and if in any cases they were unable to do so, Mr. Ponsonby offered to accept interest thereon at 3 per cent.

Even this further concession failed to elicit any response from the tenants, and it was clear that their advisers did not intend to allow any settlement, however favourable, short of a complete surrender on the part of Mr. Ponsonby, to the demands of the Plan of Campaign.

The law accordingly took its course. Some thirty tenants were evicted in June, 1889; proceedings have been taken against the rest; and there seems every probability that they, like so many other Irish tenants, will be sacrificed for the

#### **Political Objects of the Agitators.**

It is notorious that they bitterly regret the day when the Plan of Campaign was introduced amongst them, and that they would long since have abandoned it and settled with their landlord, if they had been free agents.

Some capital has been made out of a private letter written by Mr. H. H. Townsend, Mr. Smith-Barry's agent, in June, 1889, and published in the *Freeman's Journal*, in which the writer stated that he had been over part of the Ponsonby property, and that in his opinion many of the tenants would get reductions of over 30 per cent.

in the Land Court ; that a good deal of the land he had seen was, he was told, rented at 20s. an acre, but he thought the rent would be reduced by the court to 12s. or 13s.

It appears, however, that the rent of the land which Mr. Townsend referred to was considerably less than 20s. an acre, and that had the tenants who occupied it accepted the reduction which Mr. Ponsonby had himself offered, they would have had to pay even less than the rent which Mr. Townsend thought the Land Commission might fix. It must also be remembered that under the Plan of Campaign the tenants are obliged to clear their holdings of all stock and produce, and to neglect the cultivation of their land, so that there may be nothing for the landlord to seize in satisfaction of his rent.

On the 30th of October, 1889, certain proposals of settlement were submitted by Canon Keller on behalf of the tenants, which, among other conditions impossible of acceptance, stipulated that the evicted tenants should be reinstated in their holdings, and should not only be freed from payment of any of the arrears due by them at the date of their eviction, but that their future liability for rent should only commence from the 25th of March, 1890.

The tenants' advisers have also recently proposed that the matters in dispute should be submitted to what they term arbitration, and they lay stress on the fact that Mr. Ponsonby has not accepted the suggestion. This proposal is however entirely illusory. It was only made at the eleventh hour, with the object of post-

Proposal of  
arbitration.

poning the legal proceedings, and as a pretext for further delay. The matters in dispute arising out of the adoption of the Plan of Campaign on

### the Vandeleur Estate

Award in the Vandeleur case not adhered to by tenants.

were submitted to the arbitration of Sir Charles Russell, M.P., and the Nationalists have publicly boasted that this was 'one of the most brilliant victories written on the record of the Plan of Campaign.'

—(Mr. Gill, M.P., at the Clare Convention of the Tenants' Defence Association, *Freeman's Journal*, November 26, 1889.)

Notwithstanding that Sir Charles Russell made an award extremely favourable to the tenants, a large number of them have disregarded it, and failed to carry out its conditions—a result which is well calculated to deter other landlords who are asked to try this very doubtful experiment.

It will be useful to enumerate some of the principal allegations which have been made by Parnellite orators and writers with regard to the Ponsonby Estate, together with the answers thereto :—

#### ALLEGATIONS.

1. 'In the memory of living witnesses, and far beyond it, the Ponsonby tenants have been notoriously rack-rented and oppressed.'

—(*Canon Keller, pamphlet on the Ponsonby Estate, 1887.*)

#### ANSWERS.

1. (a) 'The name of Ponsonby is traditionally revered in this part of the country, being associated in the recollections and impressions of the people with all that is exalted, honourable, and generous.'

—(*Extract from Address pre-*

sented to Mr. Ponsonby, on his succeeding to the estate, signed by fifty Tenants on behalf of the rest.)

(b) The rents had not been increased within the memory of living witnesses, and in 1872, on a re-valuation of the estate, some alterations, up or down, were made in individual cases, but the gross rental remained practically the same.

(c) Prior to the agitation which culminated in the adoption of the Plan of Campaign, the relations between landlord and tenant had been thoroughly satisfactory, and evictions practically unknown.

2. That the landlord is an absentee (*Canon Keller, pamphlet*), who has never spent anything on improvements.

—(*Mr. Shaw-Lefevre, 'Bradford Observer,' February 1st, 1890.*)

3. That the tenants were obliged to adopt the Plan of Campaign in self-defence.

—(*Canon Keller, 'Leeds Mercury,' Jan. 31st, 1890.*)

4. That the tenants were deterred from entering the Land Court—

(a) By the expense of doing so.

(b) By the amount of arrears due.

2. This is untrue—

(a) After coming into possession of the estate, Mr. Ponsonby resided there for a portion of every year; and

(b) Expended large sums on building, drainage, roads, and employment of labour.

3. This is not so. The landlord offered the tenants a fair abatement. If not satisfied with it they could have had fair rents fixed by the Land Court, the tribunal appointed by Mr. Gladstone's Government for that purpose.

4.—

(a) The necessary expense of entering the Land Court is extremely small.

(b) (i.) The arrears due at the time of the adoption of the Plan of Campaign did not amount to one year's rent.

(ii.) The existence of arrears is no impediment to entering the Land Court.

(c) By the 'ill-success' of those who had entered the Court.

—(*Canon Keller's pamphlet.*)

5. That the tenants were deterred from entering the Land Courts by threats of prosecution for arrears.

—(*Mr. Sexton, M.P., at the Thurles Convention, 'Freeman's Journal,' October 29th, 1889.*)

6. That Mr. Ponsonby took care to evict his leaseholders just in time to prevent them taking advantage of the Act of 1887.

—(*'Freeman's Journal,' Special Commissioner, June 7th, 1889.*)

7. That the tenants were debarred from entering the Land Court by the service of eviction notices under the Act of 1887.

—(*Canon Keller at Cork, 'Weekly Freeman,' July 6th, 1889; and at Huddersfield, 'Huddersfield Examiner,' February 4th, 1890.*)

(c) This is of itself conclusive evidence that the rents were moderate.

5. This was a general charge against Irish landlords, but no such threat was ever made by Mr. Ponsonby or by anyone on his behalf.

6. Proceedings were taken against six of the leaseholders immediately after the adoption of the Plan of Campaign. They were selected, not in view of the Act of 1887, which was not then anticipated, but as being some of the principal tenants on the estate. In June, 1887, decrees were obtained against thirty-six more tenants, three of whom happened to be leaseholders; but the majority of leaseholders could have availed themselves of the Act of 1887, and no steps were taken to prevent them.

7. This is entirely misleading. The eviction notices referred to were served on only thirty-six tenants who had previously, by their own default in not applying to the Court before ejectment decrees were granted, lost their right to have fair rents fixed.

[Any tenant against whom ejectment proceedings have been commenced, and who has not already had a fair rent fixed, can apply to the Court to stay the proceedings, pending the fixing of a fair rent—(Land Act, 1881, s. 13, sub-sect. 3).]

The remaining tenants, with the exception of those who had already had judicial rents fixed, were entitled to apply to the

8. That several of the evicted tenants had expended large sums on improvements, which have been confiscated by the landlord.

—(*Canon Keller at Huddersfield, same report; and at Manchester, 'Manchester Guardian,' February 5th, 1890.*)

9. That a settlement had almost been arrived at, the difference between the parties being only one of about £5000, when Mr. Smith-Barry and others intervened for the purpose of preventing it.

—(*Mr. Parnell at Liverpool, 'The Times,' Dec. 20th, 1889; Mr. Wm. O'Brien, M.P., and Canon Keller, in speeches already referred to.*)

10. That the terms offered by Mr. Ponsonby in the circular of April 5th, 1889, were preposterous, and not seriously intended.

—(*Canon Keller at Youghal, 'Cork Examiner,' April 15th, 1889, and 'Freeman's Journal' Commissioner, Dec. 19th, 1889.*)

11. That, in the terms proposed, Mr. Ponsonby would allow no reduction on the arrears.

—(*Canon Keller at Youghal, 'Cork Examiner,' April 15th, 1889.*)

12. That in this offer Mr. Ponsonby refused to give the judicial tenants even the reduction they were entitled to under the Land Act of 1887.

—(*Canon Keller at Youghal, same report.*)

Land Court, and no eviction notices were, or could have been, served upon them.

8. Under the Land Act of 1870 (s. 4), the tenants could on eviction have recovered full compensation for all such improvements.

9. This is untrue. The difference between the parties was one of over £20,000.

The net sum which Mr. Ponsonby would have received, had he accepted Canon Keller's last offer, was £88,500; whereas the net sum which he was willing to accept was £110,000.

10. Mr. Justice Gibson, before whom the ejectment cases were tried at the Wicklow Assizes in July, 1889, stated that in his opinion the terms were 'most liberal,' and 'almost extravagantly generous.'

11. The offer expressly provided for the reduction of the arrears.

12. This is not so. The abatements allowed under that Act in 1887 and 1888 are expressly deducted in the circular of the 5th of April from the four years' rent due.

Attack on  
Mr. Smith-  
Barry.

The events which have recently taken place on Mr. Smith-Barry's Tipperary Estate are so closely connected with the struggle on the Ponsonby property, and are of so remarkable a nature, that some mention should be made of them here.

Mr. Smith-Barry was specially selected by Sir Charles Russell, M.P., in his speech before the Special Commission, on the 9th of April, 1889, and after Mr. Smith-Barry's name had been publicly associated with the Ponsonby Estate, as 'an instance of a good landlord,' taking a good landlord to mean, 'not merely a landlord who is considerate in the matter of rent,' but 'a landlord who takes an interest in the condition of his people.'—(*Freeman's Journal* reprint of speech.) No sooner, however, was it announced that Mr. Smith-Barry was one of those who had come to Mr. Ponsonby's assistance, than Mr. William O'Brien, M.P., determined that the friendly relations which had always existed on the Smith-Barry Estates should continue no longer.

Mr. Wm.  
O'Brien re-  
sponsible for  
events at  
Tipperary.

On the 23rd of June, 1889, he swooped down on the then prosperous town of Tipperary, and told Mr. Smith-Barry's tenants, that if they were to stand inactively by they would be as much his accomplices as if they enlisted as his emergency men, and took up the crowbars against their neighbour's homes, and,

'it would be madness on your own part, and the basest treachery to your brother tenants, if you did not make this man feel that this battle is your battle, as well as that of the Ponsonby tenants.'—(*Freeman's Journal*, June 24th, 1889.)

Mr. W. O'Brien, after holding various other

meetings, succeeded in preventing Mr. Smith-Barry's tenants from paying their rents, though it was not pretended that those rents were too high, or that the tenants had any grievances whatever. Proceedings were thereupon taken against some of the shopkeepers in the town of Tipperary, and the interests in their holdings put up for sale by the Sheriff. Several of them redeemed, by paying the full rent and costs. They were immediately boycotted, their windows broken, their premises damaged, and their customers assaulted. After being subjected to every form of intimidation and persecution, they were obliged to make an humble apology, and promise to join the other tenants in refusing to pay their rents in future, unless Mr. Smith-Barry undertook to withdraw his assistance from Mr. Ponsonby.

The opportunity was also seized for the purpose of replenishing the Parnellite treasury, and on the alleged ground that Mr. Smith-Barry's intervention in the Ponsonby struggle revealed a 'landlord conspiracy' for the extermination of the Irish tenantry, the so-called

New Parnellite movement for collecting funds.

#### **Tenants' Defence Association**

was inaugurated. This has been represented as a new and perfectly legal organization, formed only for defensive purposes, but it has been openly stated at almost every meeting held to establish it, that its main object is to support the Ponsonby tenants in continuing their fight under the Plan of Campaign, and to afford similar assistance to the tenants on other estates where the same combination is in force.

The issues now knit are clear and unmistak-

able. Was the introduction of the Plan of Campaign on the Ponsonby Estate justifiable? And can there be any justification for the action which Mr. W. O'Brien and those associated with him have taken in bringing misery and ruin on Mr. Smith-Barry's Tipperary tenants, on the ground that they are bound to support the Ponsonby tenantry in what can only be described as an illegal and dishonest struggle?

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